

STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

LEASE OF STATE-OWNED PROPERTY
INVITATION TO NEGOTIATE
Bidder Acknowledgment Form

LEASE BID SALE NO.: LOP/FFS-14/15-09

Agency Mailing Date: July 17, 2014

Page 1 of 37 Pages

SUBMIT PROPOSALS TO:

Division of Administration

407 S. Calhoun Street

Room SB-8, Mayo Building

Tallahassee, Florida 32399-0800

Attn: **Vianka Apellaniz, Purchasing Director**

Telephone: (850) 617-7181

<p>Reason for No Bid (See General Condition #2)</p>
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TITLE: LEASE FOR OPERATIONAL CONCESSION OF CLEAR CREEK OHV RIDING AREA,
BLACKWATER RIVER STATE FOREST

PROPOSALS WILL BE OPENED: AUGUST 15, 2014 @ 2:00 P.M. and may not be withdrawn within 90 days after such date and time.

POSTING OF TABULATIONS: Tabulations with recommended award(s) will be posted on or about the date indicated herein for review by interested parties on the Florida Bid System at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy-two (72) hours. 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. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest. Posting will be on or about AUGUST 19, 2014.

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I certify that this Lease of State-Owned Property Invitation to Negotiate is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the property, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this document and certify that I am authorized to sign this Lease of State-Owned Property Invitation to Negotiate for the Lessee, and that the Lessee is in compliance with all requirements of the Lease of State-Owned Property Invitation to Negotiate, including but not limited to, certification requirements.

BIDDER NAME: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE (TYPED): _____ DATE _____

AUTHORIZED SIGNATURE (MANUAL): _____ TITLE _____

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. Any changes to the bid, whether additions or deletions, will cause the bid to become ineligible for consideration. All bids are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and F.E.I.D. number must also appear on each page of the bid as required.
2. NO BID: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to this bid solicitation without giving justifiable reasons for such failure shall be cause for removal of the bidder's name from the bid mailing list without further notice. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. BID OPENING: Bid opening shall be public and on the date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids that for any reasons are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.
4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid.
5. MISTAKES: Bidders are expected to examine the specifications and all instructions pertaining to the bid. Failure to do so will be at the bidder's risk. In case of mistake in extension, the unit price will govern.
6. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the state of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision concerning a bid award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, Florida Administrative Code. 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.
7. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the state of Florida or any of its agencies. Further, all bidders must disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches in accordance with Chapter 287, Florida Statutes. All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. AWARDS: As the best interest of the state may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default.
10. LEGAL REQUIREMENTS: Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes, which may arise between person(s) submitting a bid response hereto and the state of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
11. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
12. ASSIGNMENT: Any contract entered into pursuant to this bid invitation is not assignable by the buyer without the Department's written permission.
13. LIABILITY: The buyer shall hold and save the state of Florida, its officers, agents and employees harmless against claims by third parties resulting from the breach of this contract or the buyer's negligence. This requirement does not apply to contracts between governmental agencies.
14. CANCELLATION: The state shall have the right of unilateral cancellation for refusal by the buyer 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 buyer in conjunction with the contract.
15. PUBLIC RECORDS: Any material submitted in response to this Sale of Property Invitation to Bid will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials that the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes.
16. REAL PROPERTY: An environmental site assessment, and if the property contains improvements, an asbestos survey(s) will have been performed. A copy of the assessment and survey(s) may be obtained by contacting the Department or on the web at www.fl-dof.com and clicking on the Surplus Property Sales link.

BID NO: LOP/FFS-14/15-09

OPENING DATE: AUGUST 15, 2014 @ 2:00 P.M.

DISCLAIMER: In no event will the Florida Department of Agriculture and Consumer Services or the Trustees be liable for any loss or damages, whether direct, indirect, general, consequential, incidental, exemplary or special, arising from your use of the information provided in this solicitation. Interested parties are advised to seek professional assistance or advice prior to entering into a sales contract or lease.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

LEASE OF STATE-OWNED PROPERTY

INVITATION TO NEGOTIATE

PURPOSE

The Florida Department of Agriculture and Consumer Services (FDACS) seeks to obtain the best and most qualified Lessee for the sublease and concessionaire operation of the Clear Creek Off-Highway Vehicle Area (Property) at the Blackwater River State Forest in Milton, Florida, in accordance with the specifications and conditions listed herein. The Property includes riding trails that range from training to advanced/technical within the area's 320 acres and includes electricity, public water and a flush system restroom with septic system. The parking area has an improved surface and is designed to accommodate passenger vehicles and small trailers (**ATTACHMENT D, EXHIBIT 1, TRAIL HEAD DESIGN AND EXHIBIT 2, 320-ACRE SITE PLAN**). The facilities and septic system were designed to accommodate up to 400 participants per day.

SCOPE

The successful Lessee, hereafter described as the Lessee, shall manage the Property to maximize the annual Lease payment to FDACS, Florida Forest Service (FFS) and to manage the Property with sound business and management practices and by industry standards. The Lessee shall also manage the Property in accordance with the Blackwater River State Forest 10-year Resource Management Plan, which is approved by the Acquisition and Restoration Council (ARC), and comply with the requirements set forth by the Department of Environmental Protection (DEP) Recreational Trails Program (RTP). Modifications to the Property or operations require prior written approval from FFS and shall require approval from the ARC and RTP. All requests will be processed through FDACS contract manager.

BACKGROUND

This recently developed Off-Highway Vehicle (OHV) trail system is one of the few state properties in Florida to address the needs of Off-Highway Motorcycle (OHM) and All-Terrain Vehicle (ATV) riders. The Property includes riding trails that range from training to advanced/technical, within the area's 320 acres. The state of Florida acquired the property in 2009. Approximately 7.5 miles of OHM single track and 21 miles of OHV United States Forest Service Trail Class 4 and Trail Class 5 trails have been developed to maximize the enjoyment and riding experience utilizing the vertical terrain offered in West Florida. See **ATTACHMENT D** for the Trail Head design and trail layout offered at the Property.

SEE ATTACHMENT E, MINIMUM OPERATIONAL REQUIREMENTS AND PROCEDURES, FOR A LIST OF FACILITIES, APPLIANCES, EQUIPMENT AND SPACE FDACS IS GRANTING FOR USE.

MANDATORY PRE-NEGOTIATION CONFERENCE/SITE VISIT

A mandatory pre-negotiation conference for any prospective Lessee will be held at 10:00 a.m. (Central Standard Time) on July 29, 2014, at the Blackwater River State Forest Forestry Center located at 11650 Munson Highway, Milton, Florida 32570. Prospective Lessees can have the Certification of Site Visitation form (**ATTACHMENT B, CERTIFICATION OF SITE VISITATION**) signed at this time. **Any proposal received from a prospective Lessee who did not attend the mandatory pre-negotiation conference will not be considered.** The purpose of this conference will be to clarify the contents of this proposal in order to prevent misunderstanding of FDACS's terms, conditions and specifications for this project. The conference will consist of a session wherein each page of the document (including technical specifications) will be discussed. General questions related to the specifications and plans for this project will be answered. Any material changes to the proposal terms, conditions, plans or specifications must be stated

in writing in the form of an addenda issued through FDACS's purchasing office (see section titled "ADDENDA").

The cut-off date for questions to be submitted will be August 5, 2014.

MINIMUM BID

The minimum acceptable bid is a base rent of six thousand dollars (\$6,000) per year. Bids in excess of the minimum are encouraged and shall determine the maximum evaluation points for the bid price component. An additional payment of ten (10) percent of gross annual entrance fee revenues in excess of the base rent shall apply. The rent for the initial five (5) year term shall consist of a guaranteed lump sum annual payment of not less than the minimum bid plus an annual payment of ten (10) percent of gross annual entrance fee revenues in excess of the base rent. In no event should the annual fee be less than \$6,000. FDACS shall reject any and all proposals not at the minimum acceptable bid.

BID GUARANTEE

Each proposal shall be accompanied by a bid guarantee payable to FDACS in the amount of \$1,000. The form of the bid guarantee shall be a cashier's check, certified check or bid bond. The unsuccessful Lessee's bid guarantee shall be returned within ten (10) consecutive calendar days after the posting of agency's intent to award. The successful Lessee's bid guarantee shall be returned upon execution of the legal contract and furnishing the performance bond as specified herein. If the successful Lessee fails to deliver the performance bond as specified herein, the bid guarantee shall be forfeited to FDACS.

PERFORMANCE BOND

No later than twenty (20) calendar days prior to the effective date of the commencement of the Lease term, the successful Lessee shall provide the FDACS purchasing office with a performance bond from a reliable surety company authorized to do business in the state of Florida and acceptable to FDACS for \$30,000. The term of the bond shall be concurrent with the term(s) of the Lease agreement. Such a performance bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the performance bond on behalf of the surety had the authority to do so on the date of the performance bond. In the event of non-payment of Lease payments owed to the FDACS or any other breach of the lease, the LESSEE or the LESSEE's surety shall provide the monies from the performance bond as compensation for any such loss to FDACS. If FDACS determines that the Lessee is not in compliance with any of the terms and conditions of the proposal, the LESSEE shall be found in default. Allowances shall be made if non-compliance arises out of causes beyond the control and without the fault or negligence of the LESSEE (acts of God, the public enemy, fires, floods, strikes, etc.). In the event the LESSEE should be found in default, the amount recoverable under the bond shall be the amount equal to any losses that FDACS has sustained plus the cost of reprocurement where applicable.

To be acceptable to FDACS as surety for performance bonds, a surety company shall comply with the following provisions:

- A. The surety company must be admitted to do business in the state of Florida.
- B. The surety company shall have been in business and have a record of successful continuous operations for at least five (5) years.
- C. The surety company shall have a minimum Best's Policy Holder Rating of A and Required Financial Rating of VIII from Best's Key Rating Guide.

FEE AGREEMENT

The first annual Lease payment shall be due 30 days after execution of the contract, with payments continuing on the same date annually thereafter, payable without demand. Annual Lease payments shall be payable to FDACS.

CONTRACT PERIOD

The initial Lease term shall be upon execution of the contract and will continue for a period of five (5) consecutive years.

RENEWAL

Absent an uncured default by Lessee, the Lessee shall have an option to renew the Lease (the "Renewal") for an additional five (5) years upon acceptable terms and conditions to both FDACS and the Lessee. Likewise, absent an uncured default by Lessee, a second Renewal of an additional five (5) years will be made available.

MODEL LEASE AGREEMENT

Terms and conditions included with the Model Concession Lease (**ATTACHMENT C, MODEL CONCESSION LEASE**), associated proposal document and attachments shall apply. The final Lease will be negotiated with the selected Lessee.

FACILITY MAINTENANCE AND REPAIR

Facility maintenance and repair shall be the responsibility of the Lessee. See **ATTACHMENT E** for the maintenance and repair schedule.

SUBLEASING OR SUBCONTRACTING

Lessee shall not sublease the Property or any part identified herein. Lessee shall not subcontract any operations without prior written permission from FDACS. The Lessee may subcontract, as necessary, to perform the services, provided FDACS has consented by written amendment to this Agreement to the subcontractor, prior to execution of the subcontract. FDACS reserves the right to disapprove any proposed subcontract or subcontractor, in its sole discretion. Failure to obtain pre-approval of a subcontract or subcontractor may result in termination of this Agreement. The term subcontract, as used in this Agreement, shall include any written or oral agreement, license or other arrangement in which any other entity undertakes to perform any of the services authorized to be performed by the Lessee under this Agreement. The term subcontractor, as used in this Agreement, shall include any entity or person offering goods or services related to the Lease by written or oral agreement, license or other arrangement with the Lessee. The Lessee agrees that FDACS shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. It is understood by the Lessee that the Lessee is solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract, and the Lessee is solely responsible for the subcontractor's performance under the subcontract. The Lessee shall include a provision in its subcontract that requires the subcontractor to comply with the terms of the Agreement and to submit reports (**ATTACHMENT F, REVENUE REPORTING**). Failure by any subcontractor to perform or to pay the Lessee shall not be grounds for excusing the Lessee's obligations to FDACS. The Lessee shall be solely responsible for verifying the subcontractors' reports and for reporting gross sales attributable to any and all subcontracts and computing and remitting the Lease fee based on total gross sales based on the Lease agreement. By execution of a subcontract between the Lessee and subcontractor, each agree to be bound by the terms of this Agreement, including but not limited to the requirements of Chapter 119, Florida Statutes; audit and minimum accounting requirements and the percentage on gross sales, as stated in the Agreement. In the event a subcontractor refuses to comply with the terms and conditions of this Agreement, such refusal shall immediately and automatically terminate the subcontract and this Agreement without further notice.

COMPETITION

Unless otherwise provided herein, FDACS agrees not to authorize any services at the Property that are in conflict or in direct competition with the Lessee's services as specified in writing. FDACS may propose competing services, if it first gives the Lessee not less than 30-days notice of its intent to authorize such services, and the Lessee is allowed to submit a proposal to provide such services within 14-days of receipt of such notice. The Lessee's proposal may be accepted or rejected by FDACS, in its sole discretion.

Notwithstanding the foregoing, the parties agree that the following services or uses are not subject to this paragraph and shall not constitute competition: a) FDACS's selling of FDACS promotional merchandise; b) private persons carrying in their own supplies, food and refreshments for day-use or events and c) the delivery of goods or services in the forest. This paragraph is not intended to make FDACS responsible to take any actions to prevent or remedy any competition that occurs or originates outside of the forest or Property, even if such competing persons lawfully enter the forest. The Lessee recognizes that members of the public have a right to utilize the forestland outside the Property and otherwise lawfully enjoy the forest, so long as they do not enter the forest without paying admission fees where required. The Lessee agrees to take no action, which hinders, impedes or interferes with such rights.

PERMITS, LICENSES AND TAXES

The successful Lessee agrees to obtain all required permits and licenses and agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the successful Lessee. All required permits and licenses must be obtained prior to commencement of any operation by the successful Lessee. A copy of each permit or license shall be provided to the contract manager on or before the date performance under the Property Lease begins.

All private and non-profit entities shall be authorized to do business in the state of Florida. These entities shall provide proof of such authorization, such as registration with Department of State, Division of Corporations or duly licensed in accordance with applicable Florida Statutes. In addition, all non-profit entities shall also provide proof of registration under s 501(c), of the Federal Tax Code. Any private or non-profit entity not providing all required documentation shall be considered non-responsive.

All public entities, as provided in Section 163.01(3)(b), Florida Statutes, shall provide the statutory authority for which the entity was authorized or created. Any public entity not providing such statutory authority shall be considered non-responsive.

Sales of goods and services and collections of sales tax shall be accounted for separately at the point of sale. If the Lessee is not able to do this, it shall calculate sales tax from gross receipts using a method approved by the Florida Department of Revenue.

The successful Lessee agrees to require all visitors, users and equipment are compliant with Chapter 261, Florida Statutes, Off-Highway Vehicle Recreation and Safety.

INSPECTION AUDIT AND MAINTENANCE OF REPORTS

FDACS, the Chief Financial Officer of the state of Florida or the Auditor General of the state of Florida, or their duly authorized representatives, shall have access, for purposes of examinations, to any books, documents, papers and records of the Lessee as they may relate to this contract. FDACS reserves the right to rescind this Lease agreement for refusal by the Lessee to provide access for these purposes.

INSURANCE REQUIREMENTS

The Lessee shall not commence any work in connection with the project until he has obtained all of the following types of insurance, and the owner has been approved by FDACS. Nor shall the contractor allow any independent/subcontractor to commence work on his subcontract until all similar insurance required of the independent/subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida through an authorized licensed Florida Agent.

CERTIFICATE OF INSURANCE

The Lessee shall furnish proof of insurance coverage within ten (10) calendar days after notification of award and prior to starting the contract.

The Lessee shall furnish a Certificate of Insurance for all insurance required by this contract and shall include the state of Florida, FDACS, as additional insured. This form(s) shall be completed and signed by the authorized licensed Florida Agent and returned to FDACS, Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:

1. Name of the insured Lessee, specific job by name, name of the insurer, number of the policy, its effective date and its termination date.
2. Statement that the insured will mail notice to the FDACS, at least thirty (30) calendar days, prior to any material changes in provisions or cancellation of the policy.

LESSEE'S COMMERCIAL GENERAL LIABILITY INSURANCE

The Lessee shall take out and maintain during the life of the contract:

Minimum Limits of Liability	\$ 250,000 each occurrence
	\$ 500,000 aggregate

Including Bodily Injury, Property Damage and products and completed operations.

LESSEE'S AUTOMOBILE LIABILITY INSURANCE

The Lessee shall take out and maintain during the life of this Agreement Automobile Liability insurance for all claims that may arise from all operations performed under this Agreement:

Minimum Limits of Liability	\$300,000 any automobile
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WORKER'S COMPENSATION INSURANCE

The Lessee shall obtain and maintain during the life of this Agreement Worker's Compensation Insurance in accordance with Chapter 440, Florida Statutes, for all employees connected with the work of this project, and in case any work is sublet, the Lessee shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection of the Lessee. Such insurance shall comply fully with the Florida Worker's Compensation Law.

HOLD HARMLESS AND INDEMNIFY

The Lessee shall hold harmless and indemnify to the fullest extent permitted by law, the state of Florida, FDACS and FDACS employees from and against any and all claims, damages, losses and expenses of any nature whatsoever, including but not limited to attorneys' fees arising out of or resulting from Lessee's use or occupancy during the term of the Lease. This indemnity shall survive the expiration or early termination of the Lease.

INSURANCE, LOSS DEDUCTIBLE CLAUSE

The state of Florida shall be exempt from, and in no way 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 Lessee providing such insurance.

INSURANCE, INDEPENDENT/SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY

The Lessee shall require each of his independent or subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his independents/sublessees in his policy, as specified above, including a separate Owners, Lessees Protective Liability Policy.

INDEPENDENT CAPACITY OF LESSEE

The Lessee, its officers, agents and employees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the state.

DRUG-FREE WORKPLACE

Preference shall be given to proposals certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Whenever two or more equal proposals are received by the state or by any political subdivision for the procurement of commodities or contractual services, the proposal received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program (**ATTACHMENT G, DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION**). If applicable, please sign and return with your response.

AWARD OF IDENTICAL (TIE) PROPOSALS AND SCORES

In the event that identical proposals and/or scores are received, preference shall be given to the proposal certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Award shall be determined by using the number of valid vendor complaints on file or by lot; except that the bid/proposal, which relates to commodities manufactured within this state, shall be given preference. The proposal of any foreign manufacturer, with a factory in the state employing over 200 employees working in the state, shall have preference over the proposal of any other foreign manufacturer.

PUBLIC ENTITY CRIMES

A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 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.

EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this ITN:

The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

DISCRIMINATION

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

DISQUALIFICATION OF LESSEES

More than one proposal from an individual, firm, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a Lessee is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Lessees are believed to be interested.

If there is reason to believe that collusion exists among the Lessees, any or all proposals will be rejected. No participants in such collusion will be considered in future proposals for the same work. Falsifications of any entry made on the Lessee's offer will be deemed a material irregularity and will be grounds for rejection.

REJECTION OF PROPOSALS

FDACS reserves the right to reject any and all proposals, when such rejection is in the interest of the state of Florida, and to reject the proposal of a Lessee who FDACS determines is not in a position to perform the contract.

LATE PROPOSALS

Proposals received by FDACS after the proposal opening time and date will be rejected as untimely and will not be opened. A late proposal notice will be sent to the Lessee upon the posting of award notice with instructions for its return. Unclaimed late proposals will be destroyed after 45 days. Offers from vendors listed on FDACS's posted award notice are the only offers received timely in accordance with FDACS's proposal opening time and date.

RESPONDING INSTRUCTIONS

In addition to the instructions on the Lease of State Owned Property Invitation to Negotiate (ITN) cover sheet **(FORM FDACS-01024, BIDDER ACKNOWLEDGMENT FORM)**, each Lessee must complete the attached Price Sheet in its entirety. It is important that the instructions on the Price Sheet be closely adhered to so that proposals may be equitably evaluated. By affixing a manual signature to the Price Sheet, the Lessee states that he/she has read all the provisions of the proposal package and agrees to the terms, conditions and specifications contained therein. **NO OTHER TYPE OF "BID/PROPOSAL PRICE SHEET" WILL BE ACCEPTED AS A VALID RESPONSE.**

PRICE SHEET (ATTACHMENT A, PRICE SHEET)

Lessee shall provide a firm fixed annual Lease amount to be paid to FDACS for the lease of the Property.

MINIMUM PROPOSAL CHECKLIST:

1. Bid Guarantee (cashier's check, certified check or bid bond).
2. Lease of State-Owned Property Invitation to Negotiate Cover Sheet **(FDACS-01024, BIDDER ACKNOWLEDGEMENT FORM)**.
3. Price Sheet **(ATTACHMENT A, PRICE SHEET)**.
4. Certification of Site Visitation **(ATTACHMENT B, CERTIFICATION OF SITE VISITATION)**.
5. QUALIFICATIONS - The Lessee shall provide a summary of qualifications that fully documents, demonstrates and represents their organization's history and ability to manage and operate the facility within the specified financial and operational parameters contained herein.
6. NARRATIVE - The Lessee shall provide a narrative that demonstrates the Lessee's ability to provide all necessary operational equipment and personnel to operate and maintain the Property. Additionally, the Lessee shall submit a Business Plan to describe the viability and growth potential of their operation of the Property. Provide narrative that explains how the Lessee will account for daily admissions and daily revenue and what manner of proof for audit purposes.

HOW TO SUBMIT A PROPOSAL

One (1) original and five (5) duplicate copies of the proposal must be completed and submitted to the purchasing office in accordance with the proposal deadlines stated herein. The original must contain an original signature of an official of the potential service provider who is authorized to bind the service provider to the proposal (in blue ink).

Proposals must be submitted in a sealed envelope to the address listed on the proposal form (**FORM FDACS-01024**) by the time and date listed on the form. In addition to the address, the face of the envelope shall be marked with the date and time of the proposal opening and the proposal number.

NOTE: Proposals received by FDACS after the proposal opening time and date shall be rejected as untimely and shall not be opened. A late proposal notice shall be sent to the proposing firm upon posting of award notice with instructions for its return. Unclaimed late proposals shall be destroyed after forty-five (45) days. Offers from contractors listed on FDACS's posted award notice are the only offers received in accordance with FDACS's proposal opening time and date.

TAB A Bidder Acknowledgment Form (Page 1 of this document)

This form shall be complete with all information and signature of an official of proposing firm who is legally authorized to contract for the firm. The signed original of this form must be included in Tab A.

TAB B Price Sheet* (50 points maximum)

Lessees shall provide a completed price sheet (**ATTACHMENT A, PRICE SHEET**).

**The highest guaranteed total amount shall be given the maximum evaluation points allowed for this section, and each other Lessee will be given a percentage of the total points based on the percentage difference of their price versus the next highest guaranteed total proposal price.*

TAB C Qualifications (40 points maximum)

All entities shall provide a summary of qualifications that fully documents, demonstrates and represents their organization's history and ability to manage and operate the facility within the specified financial and operational parameters contained herein.

TAB D Narrative (60 points maximum)

All entities shall provide a three-part written narrative that provides the following information:

- A. A list of recreational opportunities in compliance with the FFS mission and the Blackwater River State Forest operations. (Note: Additional opportunities may require ARC approval prior to implementation).
- B. A business/operational plan that shall address, at minimum, the items listed in **ATTACHMENT E** and each of the following subjects, in the following order. Lessees should designate whether the response to each item is conceptual or based on prior and proven business and operational procedures.
 - 1) Scope of operations, including all goods and services you propose to provide.
 - 2) Explanation of how the listed facilities, appliances, equipment and space will be used.
 - 3) Maintenance and repair schedule, including costs, for the facilities, appliances, equipment and space listed herein, including costs for monthly utilities.
 - 4) Staffing information, including position descriptions, work schedules, seasonal schedules and personnel management practices.
 - 5) Operation schedules, including seasons, dates and times.
 - 6) Proposed fee schedule and menu, with item costs, to be offered at the concession operation.
 - 7) Marketing plan.

- 8) Interpretive plan.
- 9) Safety plan.
- 10) ADA/Accessibility plan.
- 11) Equipment inventory to be used in operations.
- 12) Start-up inventory.
- 13) Plan, including a timeline and schedule, for setting up your operations at the Property.
- 14) Plan for increasing visitation and revenue, keeping in mind the FFS mission, which is a multi-use concept that includes providing outdoor recreation while protecting natural resources.

Presentations (OPTIONAL) – (25 points maximum)

If, in the sole discretion of the evaluation committee, FDACS needs oral presentations to supplement the written proposals, the Lessee from whom such presentations are desired shall be notified.

FDACS shall evaluate responses and rank the responses in order to determine which Lessees, if any, to invite for presentation/demonstrations. It is the FDACS's intent to invite the top three Lessees to the presentation/demonstrations. Any presentations/demonstrations shall include clarifications to the Lessee's proposal. All presentations shall be held in Tallahassee, Florida.

EVALUATION PROCEDURE

The evaluation committee will utilize a point system to create a list of proposals in ranked order. Available points for each of the evaluation criteria are listed below. Award will be recommended to the Lessee with the highest average cumulative point total based on the criteria listed below.

<u>RANGE OF POINTS</u>	<u>CRITERIA</u>
1-50 (Tab B)	Price Sheet
1-40 (Tab C)	Qualifications
1-60 (Tab D)	Narrative
1-25	Presentations
<u>175</u>	<u>Maximum Points</u>

PROPOSAL EVALUATION AND AWARD

Proposals will first be reviewed to see if they conform to all mandatory requirements. Proposals that do not conform to the requirements, or contain material deviations from the specifications, will be rejected as non-responsive and not further reviewed. An appointed evaluation committee will utilize a point system to create a list of responses in ranked order. Available points for each of the evaluation criteria are specified herein.

As the best interest of the state may require, FDACS reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Lessees are cautioned to make no assumptions unless their response has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum. FDACS reserves the right to award, or not award, contract(s) based on the availability of funds.

FDACS is not liable for any costs incurred by a Lessee in preparing a proposal, site visits or attending any demonstration/presentations.

FDACS will evaluate responses and rank the responses in order to determine the Lessees, if any, to invite for presentation/demonstrations. Any presentations/demonstrations shall include clarifications to the Lessee's

proposal. FDACS reserves the right to conduct negotiations independently or concurrently. Negotiations shall commence upon completion of award posting.

Prior to final contract execution, FDACS reserves the right to negotiate a Best and Final Offer (BAFO) from the Lessee scoring the highest cumulative points. The negotiation of the BAFO may include price, scope of work and any additional terms and conditions deemed necessary. If a negotiation impasse is reached with the highest-ranked Lessee, then FDACS reserves the right to seek BAFOs from one or more of the next highest-ranked Lessee(s).

INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to the purchasing office for receipt no later than 10 days prior to the proposal opening. No interpretation shall be considered binding unless provided in writing by FDACS's purchasing director in response to requests in full compliance with this provision. Any person, who is adversely affected by the agency's decision or intended decision, shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals or replies, awarding contracts, reserving rights or further negotiation or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

POSTING OF TABULATIONS

Tabulations with recommended award(s) will be posted for review by interested parties on the Florida Vendor Bid System located at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy two (72) hours. 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. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

QUESTIONS

Questions may be directed to:

Vianka Apellaniz, Purchasing Director
Florida Department of Agriculture and Consumer Services - Purchasing Office
407 South Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800
Telephone: (850) 617-7181
Email: Vianka.Apellaniz@FreshFromFlorida.com

No negotiations, decisions or actions shall be initiated or executed by the Lessee as a result of any discussions with any purchaser or departmental employee. Only those communications, which are in writing from FDACS's purchasing office, may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the Lessees, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the Lessee.

Any questions, correspondence or contact with FDACS initiated by the Lessee after the proposal opening date and prior to posting of intended award must be directed to the purchasing office, attention purchasing director. FDACS personnel will not discuss proposals or proposed contract activities with Lessees during the proposal evaluation period. FDACS will not accept any revisions or additions to any proposal after the proposal opening date.

ATTACHMENT A

PRICE SHEET

DESCRIPTION

TOTAL

Annual Lease of the Clear Creek OHV Riding Area,
(\$6,000 per year minimum)

\$ _____ *

****Plus 10% of gross annual entrance fee revenue in excess of base rent***

The highest guaranteed total amount shall be given the maximum evaluation points allowed for this section, and each other Lessee will be given a percentage of the total points based on the percentage difference of their price versus the next highest guaranteed total proposal price.

CERTIFICATION

I hereby certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for Lease of this property and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this document, associated attachments and certify that I am authorized to sign this Price Sheet for the Lessee. I further certify that I have read and understand all the proposal terms and conditions, which pertain to the Lease of the specified property.

LESSEE NAME

AUTHORIZED SIGNATURE-MANUAL

LESSEE MAILING ADDRESS

AUTHORIZED SIGNATURE-TYPED

CITY / STATE / ZIP CODE

TITLE

AREA CODE / TELEPHONE NUMBER

ATTACHMENT B

CERTIFICATION OF SITE VISITATION

FOR: ITN NUMBER: LOP/FFS-14/15-09

TITLE: LEASE FOR OPERATIONAL CONCESSION OF CLEAR CREEK OHV RIDING AREA, BLACKWATER RIVER STATE FOREST

LOCATION: BLACKWATER RIVER STATE FOREST
 8348 RED BIRD TRAIL
 MILTON, FLORIDA 32570
 CONTACT: DAVID CREAMER
 (850) 957-6140 X 101

OPENING DATE: AUGUST 15, 2014 @ 2:00 P.M.

This certifies that _____
(NAME)

representing _____
(COMPANY NAME)

has visited property site on _____
(DATE)

In order for a bid to be considered, this **CERTIFICATION** must be completed and included in your bid package.

Florida Department of Agriculture and Consumer Services

Department Representative: _____
(SIGNATURE)

(TITLE)

ATTACHMENT C

MODEL CONCESSION LEASE

**STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE
STATE FOREST CONCESSION LEASE**

This Concession Lease is made and entered into this ____ day of _____, 201X by and between the Florida Department of Agriculture and Consumer Services ("FDACS"), Florida Forest Service ("FFS") whose address is Blackwater River State Forest, 11650 Munson Highway, Milton, Florida 32570 (hereinafter referred to as the "LESSOR"), and (Name & Address) (hereinafter referred to as the "LESSEE").

WITNESSETH:

WHEREAS, the LESSOR, in consideration of the payments outlined below, grants to the LESSEE the exclusive right of managing and maintaining the Clear Creek Off-Highway Vehicle Area (Property) in upon the following described lands situated in Santa Rosa County, Florida, and containing 320 acres, more or less, and more particularly described as follows:

A Portion of Section 25, Township 3 North, Range 28 West.

SEE ATTACHMENT D

with LESSEE providing recreational Off-Highway Vehicle (OHV) riding concession and facility maintenance as hereinafter described, and

WHEREAS, the LESSOR, being aware of these risks, will not unnecessarily interfere with day to day operations of the Property or limit reasonable opportunities for the LESSEE to make a fair return on the investment when operating within the guidelines set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. The LESSOR and LESSEE, hereby agree that the LESSEE shall operate, manage and maintain the Property for the period stated herein and subject to all the terms and conditions of this Concession Lease.
2. LESSEE agrees to pay the sum of _____ or _____, without demand, each year during the first five (5) years of the term of this Lease. Commencing in year six of the Lease term, Lease payments shall be adjusted in accordance with paragraph 5 hereof. The first annual Lease payment shall be due 30 days after execution of the contract, with payments continuing on the same date annually thereafter, payable without demand. Annual Lease payments shall be payable to FDACS.
3. The terms of this LEASE shall be for five years, beginning on the first day of _____, 2014, and ending on the ____ day of _____, 2019, or until terminated or renewed as hereinafter provided.
4. The LESSOR hereby designates the Blackwater River Forestry Center (BRFC) manager, or his designee (contract manager), as its agent to deal with the LESSEE in matters pertaining to this LEASE, its terms and conditions.
5. This Concession Lease shall commence upon full execution and unless earlier terminated per the provisions herein, shall remain in effect for a period of five years with an option to renew for two

additional terms not to exceed five years each. Every five (5) years the then existing Lease payment shall be increased by 2%, then 3% respectively. Absent an uncured default by LESSEE, LESSEE may exercise the option to renew by giving LESSOR not less than 180 days advance written notice prior to the expiration of the initial term. Lease payments during the Renewal term shall be subject to 2% increases in the first and 3% more in the sixth year thereof.

6. The LESSEE shall operate out of the facilities and space that are described above and below and provide the services to the public that are set forth in **ATTACHMENT E, MINIMUM OPERATIONAL REQUIREMENTS AND PROCEDURES**, in full compliance with all terms, conditions and provisions of this LEASE, including specifically, but not by way of limitation, the "Minimum Operational Requirements and Procedures" outlined in **ATTACHMENT E**, which is attached hereto and incorporated herein. The contract manager shall pre-approve, in writing, any closings of the LESSEE's operations, which may include any and all holidays. Any changes made to the Minimum Operational Requirements and Procedures shall be pre-approved, in writing, by the contract manager. The LESSEE shall draft an Environmental Protection Plan and Safety Plan pursuant to the terms found in **ATTACHMENT E**.
7. The LESSEE shall provide an annual report to the LESSOR, submitted by _____ of each year. The contents of that report (at minimum) shall include:
 - User, Revenue and Expenditure Figures.
 - The number of incidents during the year.
 - Event records for the year.
 - A list of significant management actions, including but not limited to repairs and requests that required approval by the LESSOR.
 - The LESSEE will provide daily activities and any other information as it applies to Lease payment of the property of the LESSOR.
 - A report of feral hog damage to the Property of the LESSOR (The LESSOR will guide all feral hog removal activities).
8. LESSEE and the contract manager or his designee shall conduct spot checks during activities, be witness to and document such activities.
9. LESSEE business logo or sign advertisement on-site is limited to two signs that shall not exceed 4' in height and 8' in length. Sign locations shall be approved by the contract manager and comply with all state and local signage regulations.
10. LESSEE shall provide continuing training and evaluation of all employees assigned to the concession business operations under this LEASE to ensure an appropriate level of proficiency, a public service attitude and a good understanding and use of the principles of hospitality. All of the LESSEE's employees shall be required to wear similar clothing that identifies them as an employee of the LESSEE. The LESSEE shall replace any employee at the request of the contract manager for good cause. No FDACS employee, or close relative of an employee of FDACS, shall be employed by the LESSEE without prior written approval of FDACS.
11. LESSEE will submit a proposed list of items to be sold on-site. FDACS reserves the right to approve any and all items sold by the LESSEE. LESSEE is the sole entity permitted to sell items at the facility or any part of the state-owned land. The LESSEE is prohibited from selling alcohol, guns or ammunition, fireworks or any substance considered a pollutant, including but not limited to fuel and lubricants.
12. LESSEE shall collect established entrance fees that are agreed upon by both the LESSEE and FDACS. LESSEE shall provide FDACS with appropriate documentation of revenue collected quarterly by the fifteenth (15th) day of the month following the end of the quarter.

13. LESSEE accounting requirements shall be as follows:
- a. Minimum accounting requirements including subcontractors and audit. The LESSEE shall comply with and document compliance with the minimum accounting requirements. The LESSEE shall establish and maintain books, records and documents directly pertinent to performance under this LEASE in accordance with the minimum accounting requirements and with the generally accepted accounting principles, which shall be consistently applied. FDACS and other appropriate government agencies, or their authorized representatives as provided by law, shall have access to all such records for audit purposes during the term of this LEASE and for five (5) years following the LEASE's expiration or termination. Audits will be conducted at locations and at a frequency determined by FDACS or other state agency and communicated to the LESSEE. The LESSEE shall provide materials for the audit at the designated place within fifteen (15) days after FDACS's or other government agency's notice is received. In addition, FDACS may require the LESSEE to procure an annual financial audit of the LESSEE's operations conducted by a Certified Public Accountant, at LESSEE's sole cost and expense. If requested, the LESSEE agrees that such audit shall be conducted in accordance with generally accepted auditing and accounting principles and shall be completed within a reasonable time frame, which shall not be set at less than sixty (60) days by FDACS.
 - b. Daily entries, to account for daily public admissions by point of sale and/or collection station, shall be made to a ledger, an automated ledger, a journal or by an automated entry. Entries shall equal amounts deposited by period. All adjustments to daily public admissions, such as customer refunds, shall be recorded in the ledger or journal using a separate entry. Source documents, such as daily cash register tapes, LESSEE's copy of pre-numbered receipts and use schedules for pre-numbered tickets, shall be retained to support recorded daily public admissions collections. Adjustments to daily public admissions shall be supported by source documents such as customer signed receipts and cancelled checks.
 - c. Revenue subject to sales tax. The LESSEE's revenue is subject to sales and use tax unless the LESSEE is exempt from paying such tax on commission fees to FDACS. If it is tax exempt, the LESSEE shall provide verification of its tax exempt status (**ATTACHMENT H, APPLICATION FOR CONSUMER'S CERTIFICATE OF EXEMPTION**), with the executed LEASE.
 - d. **Public records. Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters or other printed, written or recorded material prepared, in conjunction with or as a result of this LEASE, is a public record, except for such records that are exempt under Chapter 119, Florida Statutes or other statutory provision and Article I, Section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time.** Additionally, such records may be audited by the state of Florida auditor general or other authorized government agency. This LEASE may be unilaterally canceled by FDACS for refusal by the LESSEE to allow public access to all documents, papers, letters or other materials made or received by the LESSEE in conjunction with this LEASE, unless the records are exempt under Chapter 119, Florida Statutes or other statutory provision and Article I, Section 24(a) of the Florida Constitution. The LESSEE's employees' social security numbers, bank account numbers and credit or debit card numbers are not public records and shall be protected and redacted from any records shown or given to the public.
14. LESSEE shall independently plan, direct and implement daily operations of the Property, which is to include the collection of fees, cleaning, general maintenance of facilities and the enforcement of FDACS rules.
15. LESSEE shall make daily inspection of facilities and amenities for cleaning and general maintenance. The maintenance and repair schedule of the listed facilities, appliances, equipment and space and for any facilities and equipment provided by the LESSEE shall be in compliance with the Americans with Disabilities Act (ADA), the Florida Department of State, Division of Historical Resources Guidelines for

Historic Buildings, made to the contract manager's specifications, described in **ATTACHMENT E**, and according to the following:

- a. The Lessee accepts the identified list of physical facilities and space "as is", with no warranties or suitability for the Lessee's intended use.
- b. The Lessee shall provide ongoing routine maintenance and repair to the listed facilities at the Lessee's sole cost and expense.
- c. All roofs shall be kept free of leaf litter and debris.
- d. All facilities, appliances, equipment and space shall be presentable at all times and cleaned regularly.
- e. All cleaning, maintenance and repair supplies (chemicals and compounds), all insecticides, rodenticides and herbicides shall be approved by the contract manager prior to use by the Lessee.
- f. All routine facility maintenance, grounds maintenance and cleaning shall be performed on a schedule and to standards acceptable to the contract manager.
- g. The Lessee shall provide visitor service signage that has been pre-approved, in writing, by the contract manager and shall perform maintenance and repair on the visitor service signage. Signs should be repaired immediately upon recognition by the Lessee or notification by FDACS.
- h. The Lessee shall maintain the daily upkeep and litter removal of the facilities and space as identified herein.
- i. The Lessee shall be responsible for leaving the forest and all facilities, appliances, equipment and space in the same, or better, condition as received.
- j. The Lessee shall be responsible, at a minimum, for the following maintenance costs/tasks:
 - 1) Monthly pest control service for all facilities.
 - 2) Annual termite inspections and treatments for all facilities.

16. LESSEE shall:

- a. Have an "Emergency Call List" posted throughout the Property. Lists shall be updated at least two times per year.
- b. Report deficiencies that could result in personal injury or damage to state owned property or resources to FFS within 24-hours and immediately close the Property. The Property shall be subject to closure including, but not limited to the following reasons:
 - 1) Safety – If unsafe for use, the Property shall be closed until deemed safe.
 - 2) Low visibility (i.e. smoke or fog) or management purposes related to prescribed fire.
 - 3) Environmental impacts including, but not limited to erosion, critical habitat degradation, drainage of wetlands, alteration of natural stream channel or sheet flow and direct discharge of sediment and/or other pollutants.
 - 4) Maintenance including, but not limited to grading, surface construction, ditch maintenance, grassing, grass establishment and grass recovery.
 - 5) Preventative maintenance.
 - 6) Special activities.

- c. Report non-emergency deficiencies to FFS within five (5) business days. Repairs shall be completed within five (5) business days of reporting.
17. LESSEE shall make visual and sound inspections of all OHVs that are to be used at the Property. Those vehicles that fail to meet the minimum equipment and operational requirements shall not be permitted. The minimum standard for equipment and operations at the Property have been tested and approved by the Florida Forest Service and shall be:
 - a. All OHVs are required to have working exhaust systems and United States Department of Agriculture/ Forest Service approved spark arrestors.
 - b. Sound levels will be limited to 96 decibels in the A-scale [dB(A)].
 - c. All riders must wear Florida Department of Transportation approved protective headgear designed for OHVs. All riders under the age of 16 must wear eye protection, over-the-ankle boots and a safety helmet that is approved by the United States Department of Transportation or Snell Memorial Foundation. Eye protection is recommended for all participants.
 - d. OHV operators are required to obey all traffic and information signs. All roads have a maximum speed of 30 mph, unless posted otherwise. No person shall drive any vehicle on managed lands at a speed greater than is reasonable and prudent under existing conditions or in such a manner that disregards the actual and potential hazards.
18. LESSEE shall routinely inspect all riding areas for riding hazards and environmental concerns and respond immediately to reports from users and Florida Forest Service (FFS).
19. LESSEE shall provide to FDACS a monthly inspection schedule to be conducted on the Property of all OHV trails for riding hazards and environmental concerns.
20. LESSEE may provide equipment rental concessions including, but not limited to the rental of OHMs, ATVs and other appropriate items, which shall be pre-approved, in writing, by the contract manager.
 - a. The LESSEE shall provide a safety plan for the rental of OHM, ATV and other equipment.
 - b. The LESSEE shall provide an employee to work at the recreational equipment rental operation until verifying that all visitors have returned, or have been accounted for. The employee shall remain at the recreational equipment rental operation facility until verifying that all visitors have left the parking lot.
 - c. The LEASE shall not preclude FDACS personnel or visitors from using alternate sources of recreational equipment, such as bringing their own or renting elsewhere.
21. LESSEE may provide food service operation including, but not limited to the sale of unprepared (prepackaged) foods, snacks, ice cream, beverages, candy and other appropriate items, which shall be pre-approved, in writing, by the contract manager.
 - a. All paper products and serving containers should contain post consumer recycled content. Styrofoam serving containers are discouraged.
 - b. The LESSEE shall meet all applicable Health Codes and Standards for Concession Food Service (Rule 7C-4.019, Florida Administrative Code). For more information, please visit the website <https://www.flrules.org/>.

- c. The LESSEE shall meet inspection standards set by FDACS or the Florida Department of Business and Professional Regulation Routine Food Inspections. If there is a report of a violation, the LESSEE shall correct the violation in a timely manner and prior to the next routine inspection. For more information, please visit the website <http://www.myfloridalicense.com/dbpr/index.html>.
22. LESSEE will be responsible for maintaining trail system, which includes clearing, grading and trail stabilizing, as necessary, to protect the integrity of the trail. Dirt will be inspected by FFS prior to installation and will be guaranteed to be free of exotic plant species. Grading and earthwork will be done in the established footprint of the trail. New trails and modifications to existing trails (i.e. rerouting) cannot be made without the consent of FDACS and may require approval from Department of Environmental Protection Recreational Trails Program.
23. LESSEE shall provide at least one telephone (cellular phone with adequate service for the location is acceptable) to be used on the Property by their agents. The telephone number shall be provided to FDACS, and the LESSEE is responsible for updating this information if changes occur.
24. The LESSEE will be responsible for the scheduling and expense of Health Department inspections of the water supply systems and wastewater system at the Property, as well as maintenance in accordance with Department of Environmental Protection and Santa Rosa County requirements. All recurring permits and fees associated with the water and wastewater system will be the LESSEE's responsibility.
25. The LESSEE will work with the local Emergency Management Service (EMS) and rescue crews and provide help as needed during emergency responses.
26. LESSEE will set up and maintain an emergency procedures action response plan. LESSEE will ensure EMS and rescue crews have reasonable access to the injured. LESSEE shall provide a copy of the emergency procedures action response plan contemporaneous with the execution of this LEASE.
27. FDACS will inspect facilities at random to verify terms of the contract are being met.
28. If the contract is terminated for any reason, the LESSEE has fourteen (14) days to vacate the facility and state-owned lands. The Property shall be restored to its original condition, excluding normal wear and tear. Any environmental damage resulting from the operation will be mitigated as required as required by local, state or federal law at the sole expense of the LESSEE.
29. Neither this Concession Lease, nor any part hereof, may be assigned.
30. Requests for early termination of this Concession Lease by the LESSEE must be made in writing to FDACS not less than one (1) year (365 days) prior to the desired termination date and must be approved in writing by FDACS. If LESSEE'S request to terminate this Concession Lease before the termination date is approved, the Lease fee for the current year will be due in full and will be retained by FDACS. Any contract may be canceled by FDACS, in whole or in part, by providing thirty (30) days written notice to the LESSEE. Failure of LESSEE to follow the specifications and requirements set forth herein may result in cancellation and default proceeding.
31. It shall be the responsibility of the LESSEE to comply with all local, state and federal law and regulations. This includes, but is not limited to adherence to all rules and guidelines for adherence to environmental constraints, the acquisition of all permits and licenses necessary for the conduct of the business and compliance with all laws governing the responsibility of an employer with respect to persons it employs. All required permits and licenses must be obtained and presented to FDACS prior to commencement of any operation by the LESSEE.

- 32. The LESSEE is responsible for responding to inquiries from and reporting to government agencies, as required, including but not limited to the Northwest Florida Water Management District, the Florida Division of Environmental Protection and Santa Rosa County. Copies of all reports shall be provided to the contract manager.
- 33. The LESSEE shall furnish proof of insurance coverage within ten (10) calendar days after notification of award and prior to starting the contract. The LESSEE shall furnish a Certificate of Insurance for all insurance required by this contract and shall include the state of Florida, FDACS, as additional insured. This form(s) shall be completed and signed by the authorized licensed Florida Agent and returned to FDACS, Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:
 - 1. Name of the insured LESSEE, specific job by name, name of the insurer, number of the policy, its effective date and its termination date.
 - 2. Statement that the insured will mail notice to FDACS, at least thirty (30) calendar days, prior to any material changes in provisions or cancellation of the policy.
 - a. Name of the insured LESSEE, specific job by name, name of the insurer, number of the policy, its effective date and its termination date.
 - b. Statement that the insured will mail notice to FDACS, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

LESSEE'S COMMERCIAL GENERAL LIABILITY INSURANCE

The Lessee shall take out and maintain during the life of the contract:

Minimum Limits of Liability	\$ 250,000 each occurrence
	\$ 500,000 aggregate

Including Bodily Injury, Property Damage and products and completed operations.

LESSEE'S AUTOMOBILE LIABILITY INSURANCE

The Lessee shall take out and maintain during the life of this Agreement Automobile Liability insurance for all claims that may arise from all operations performed under this Agreement:

Minimum Limits of Liability	\$300,000 any automobile
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WORKER'S COMPENSATION INSURANCE

The Lessee shall obtain and maintain during the life of this LEASE Worker's Compensation Insurance in accordance with Chapter 440, Florida Statutes, for all employees connected with the work of this project, and in case any work is sublet, the LESSEE shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection of the LESSEE. Such insurance shall comply fully with the Florida Worker's Compensation Law.

- 34. The LESSEE agrees to establish and maintain records to provide evidence that all terms of this Concession Lease have been and are being observed. The LESSOR shall have the right and authority to audit all records, documents and books pertaining to the management and caretaking operation. Such audit will be conducted at locations and at a frequency determined by the LESSOR and communicated to the LESSEE. LESSEE agrees to provide materials for the audit at the designated place within fifteen (15) days after the LESSOR notice is received.

- 35. This Concession Lease may be unilaterally canceled by the LESSOR should the LESSEE refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with this Concession Lease, pursuant to the provision of Chapter 119, Florida Statutes.
- 36. Any responsibility on the part of the LESSOR, which requires annual appropriation by the Legislature, is deemed executory only to the extent that funds are available for the purpose in question.
- 37. The LESSEE shall hold harmless and indemnify to the fullest extent permitted by law, the state of Florida, FDACS and FDACS employees from and against any and all claims, damages, losses and expenses of any nature whatsoever, including but not limited to attorneys' fees, arising out of or resulting from LESSEE'S use or occupancy during the term of the Lease. This indemnity shall survive the expiration or early termination of the Lease.
- 38. All notices as provided herein shall be served by mail at the following address:

LESSEE

LESSOR

Florida Department of Agriculture and Consumer Services
Blackwater River Forestry Center
11650 Munson Highway
Milton, Florida 32570

- 39. This Concession Lease has been delivered in the state of Florida and shall be construed in accordance with the laws of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
- 40. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Concession Lease, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default thereafter.
- 41. Nothing contained herein shall create or be construed as creating a partnership between the LESSOR and the LESSEE or to constitute the LESSEE as agent of the LESSOR.
- 42. This Concession Lease is not intended nor shall it be construed as granting any rights, privileges or interest in any third party.
- 43. The LESSEE'S right to maintain and care for the Property shall continue only so long as the LESSEE complies with the terms and conditions of this Concession Lease.
- 44. LESSEE shall be responsible for all utilities associated with its operations, including but not limited to:
 - a. Electricity: The Lessee shall contract with and make payment directly to the provider.
 - b. Water: The Lessee shall contract with and make payment directly to the provider.
 - c. Telephone/internet: The Lessee shall contract with and make payment directly to the provider.
 - d. Garbage: The Lessee shall contract with and make payment directly to the provider for adequate dumpster capacity. Location of the dumper(s) shall be determined by the contract manager. The Lessee may provide recycle bins for plastics and paper.
- 45. The LESSEE shall be responsible for all services provided under the terms of this Concession Lease. LESSEE may not subcontract the primary concession. Subcontract services needed by LESSEE, beyond those normally necessary for Concession operations, management or maintenance shall require approval in writing from the LESSOR. It is understood by the LESSEE that LESSEE is liable for all subcontractors' performance under any subcontract, and the LESSEE shall be solely

responsible for reporting gross sales from all operations under this Concession Lease, including sales made pursuant to any subcontracts.

46. The LESSOR may, by formal amendment hereto, authorize the LESSEE to expand or change the operations provided if, in its sole discretion, FDACS determines that such expansion or change would be beneficial to the Property, forest visitors or FDACS. The LESSEE may not expand, change or terminate services referenced in this LEASE without the prior written consent of FDACS and the execution of a formal amendment to this LEASE. This LEASE shall not be assigned in whole or part, without prior written approval of FDACS.
47. No later than twenty (20) calendar days prior to the effective date of the commencement of the Lease term, the successful Lessee shall provide the FDACS purchasing office with a performance bond from a reliable surety company authorized to do business in the state of Florida and acceptable to FDACS for \$30,000. The term of the bond shall be concurrent with the term(s) of the Lease agreement. Such a performance bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the performance bond on behalf of the surety had the authority to do so on the date of the performance bond. In the event of non-payment of Lease payments owed to the FDACS or any other breach of the lease, the LESSEE or the LESSEE's surety shall provide the monies from the performance bond as compensation for any such loss to FDACS. If FDACS determines that the Lessee is not in compliance with any of the terms and conditions of the proposal, the LESSEE shall be found in default. Allowances shall be made if non-compliance arises out of causes beyond the control and without the fault or negligence of the LESSEE (acts of God, the public enemy, fires, floods, strikes, etc.). In the event the LESSEE should be found in default, the amount recoverable under the bond shall be the amount equal to any losses that FDACS has sustained plus the cost of reprourement where applicable.

To be acceptable to FDACS as surety for performance bonds, a surety company shall comply with the following provisions:

- a. The surety company must be admitted to do business in the state of Florida.
 - b. The surety company shall have been in business and have a record of successful continuous operations for at least five (5) years.
 - c. The surety company shall have a minimum Best's Policy Holder Rating of A and Required Financial Rating of VIII from Best's Key Rating Guide.
48. It is expressly agreed that the LESSOR shall have a continuing lien on all personal property of the LESSEE located on the Property, for all sums, which may from time to time become due and unpaid to the LESSOR in excess of the thirty thousand dollars (\$30,000) performance bond, under this Concession Lease. In the event of default of payment by the LESSEE, the LESSOR shall have the right in addition to compensation by the performance bond to take possession of and retain the same until full amount due shall be paid, or to sell the same at public auction, and after deducting the expense of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any other legal remedy available to it.
 49. LESSEE shall not allow a lien of any kind to be placed on the property or attached facilities on the Property.
 50. Upon expiration of the term specified in paragraph 3 herein, and if the LESSEE has made full payment under this Concession Lease and fully complied with the terms of this Concession Lease, all personal property belonging to LESSEE shall be removed from the Property. Failure to do so may cause such personal property to be removed and stored at the cost and expense of the LESSEE, and the LESSOR shall have a continuing lien thereon in the amount of the cost and expense of such removal and storage until all amounts due are paid. Further, the LESSOR may sell such property and reimburse itself for such costs and expense, plus the expenses of the sale.

51. The LESSEE agrees that the Property and premises may be inspected at any time by authorized representatives of the LESSOR, authorized representatives of FDACS or by any other state, county or municipal officer or agency having responsibilities for inspection of such operations. The LESSEE agrees to undertake immediately the correction of any deficiency cited by such inspectors. The LESSOR reserves the right to allow prospective offers to inspect the Property, during reasonable hours, in connection with submitting offers to operate the Property for the succeeding contract period. The LESSOR further reserves the right for any succeeding LESSEE to enter the area for the purpose of operating, managing and maintaining the Property.
52. The LESSEE hereby waives all claims for loss or damage resulting from freeze, fire, water, tornado, hurricane or other severe storms, civil commotion riot, criminal activity, loss or spoilage, and the LESSEE hereby waives all rights, claims and demands and forever releases and discharges the LESSOR and its officers and agents from all demands, claims, actions and causes of action arising from any of the aforesaid causes.
53. LESSEE agrees that it will not alter or damage the Property, beyond normal wear and tear, including natural or cultural resources in any way by performance under this Lease, and that it shall be responsible for and shall fully repair all damage to any Property facilities, which may result from its activities hereunder. The LESSEE acknowledges that all wildlife and artifacts are protected and that there shall be no killing, maiming, molesting, removal or disturbing of wildlife or artifacts without the permission and at the direction of the LESSOR. Roads shall be maintained in their current condition or improved from the current condition. Ditches and any other storm water features shall be maintained for hydro-efficiency.
54. The LESSEE agrees to designate areas that are mutually agreeable between the LESSOR's contract manager and the LESSEE for the storage of chemicals. Pesticides and other chemicals stored on-site shall be stored in a locked and labeled manner. A restrictive use pesticide log shall not be stored on the site.
55. It is understood and agreed that the members constituting FDACS and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the LESSEE subcontractor nor others shall have any claim against any such member, officer or agent as individuals in any event whatever, when they are acting within the guidelines, terms and conditions set forth herein or when complying with applicable laws, rules, ordinances or LESSOR directives and procedures.
56. If the LESSEE breaches any of the terms and conditions of this Concession Lease, the LESSOR shall give the LESSEE the opportunity to remedy the breach within ten (10) calendar days after receipt of a notice of such breach from LESSOR. If the LESSEE fails to cure such a breach within the specified time, the LESSOR may terminate this Concession Lease three (3) days after receipt of notice of termination delivered or mailed to the LESSEE'S address as set forth in this Lease. Continued occupancy of the premises after termination of the LEASE shall constitute trespassing by the LESSEE and may be prosecuted as such. In addition, the LESSEE shall pay to the LESSOR \$100 per day as liquidated damages for such trespassing and holding over.

LESSEE shall not remove any personal property used in the performance of the terms and conditions of this Concession Lease until all financial obligations hereunder have been met.
57. The LESSOR prohibits discrimination on the basis of race, color, national origin, age or handicap. The LESSEE agrees not to discriminate, in the providing of services to the public or through its employment practices, on the basis of race, color, national origin, age or handicap.
58. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a

public building or public work, may not submit bids 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.

59. An entity or affiliate, who has been placed on the discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact any business with any public entity.
60. This Concession Lease and attachments represent the entire Concession Lease of the parties and supersede all previous agreements. Any alterations, variations, changes, modifications or waiver of provision of this Concession Lease shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto and attached to the original of this Concession Lease.
61. 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.
62. LESSEE shall not sub-lease the property without prior written permission from the LESSOR.
63. LESSEE shall indemnify, defend and hold LESSOR harmless from all fines, suits, procedures, claims and actions of every kind and all costs, associated with any claims (including attorney's and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of hazardous substances that occurs during the term or any Renewal thereof, at or from the Property or which arises at any time, for LESSEE'S use or occupancy of the Property or from LESSEE'S failure to provide all information, make all submissions and take all actions required by all authorities under the laws and all other environmental laws. LESSEE'S obligations and liabilities under this section shall survive the expiration or earlier termination of this Lease.
64. LESSEE shall ensure all visitors, users, volunteers, and their equipment are compliant with Chapter 261, Florida Statutes, Off-Highway Vehicle Recreation and Safety, before entering or utilizing the site.

IN WITNESS WHEREFORE, the LESSEE and the LESSOR have hereto set their hands and executed this Concession Lease the day and year last below written.

Witnesses:

LESSEE: _____

BY: _____

TITLE: _____

Date _____

The foregoing Concession Lease was acknowledged and sworn to before me this ____ day of _____, 2014 by _____, who is personally known to me.

My Commission expires in

Notary Public

Witnesses:

LESSEE:

**STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES**

BY: _____

D. Alan Edwards, Director of Administration

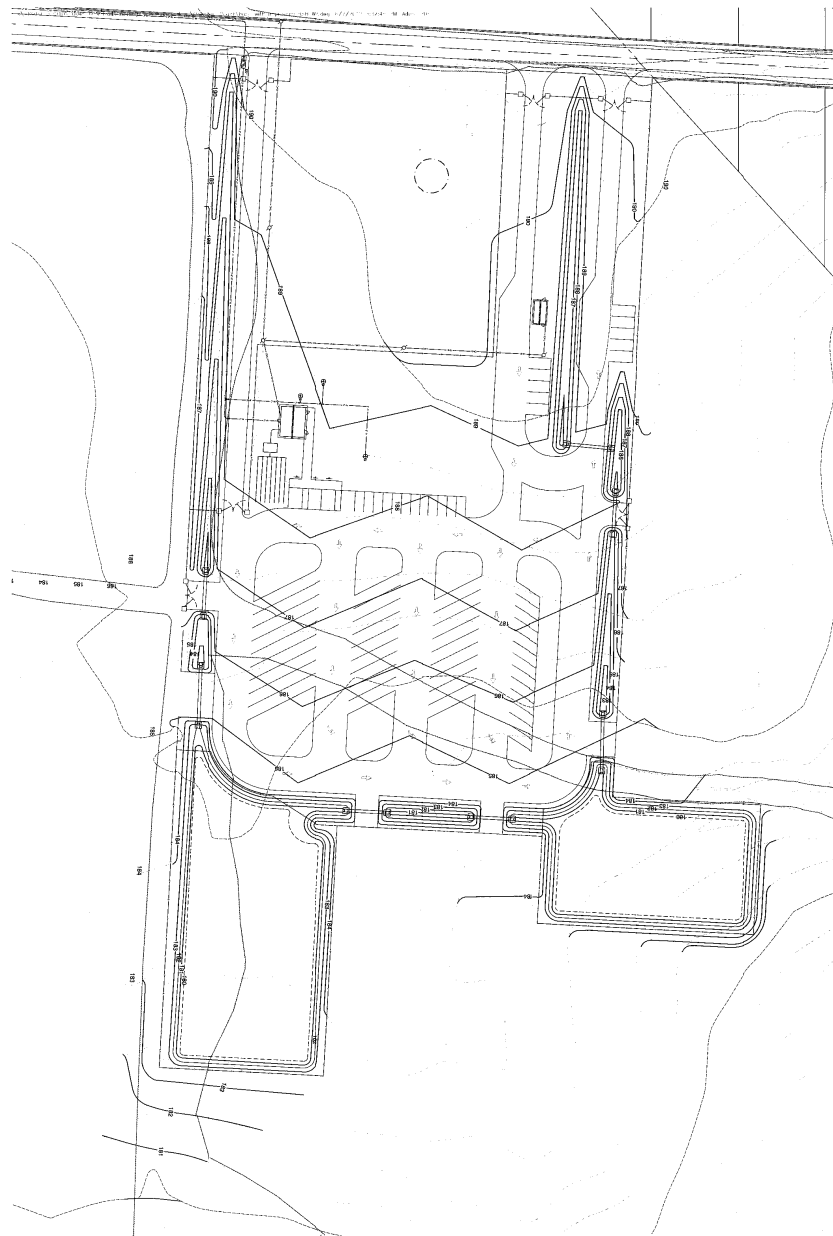
Date _____

The foregoing Concession Lease was acknowledged and sworn to before me this ____ day of _____, 2014 by _____, who is personally known to me.

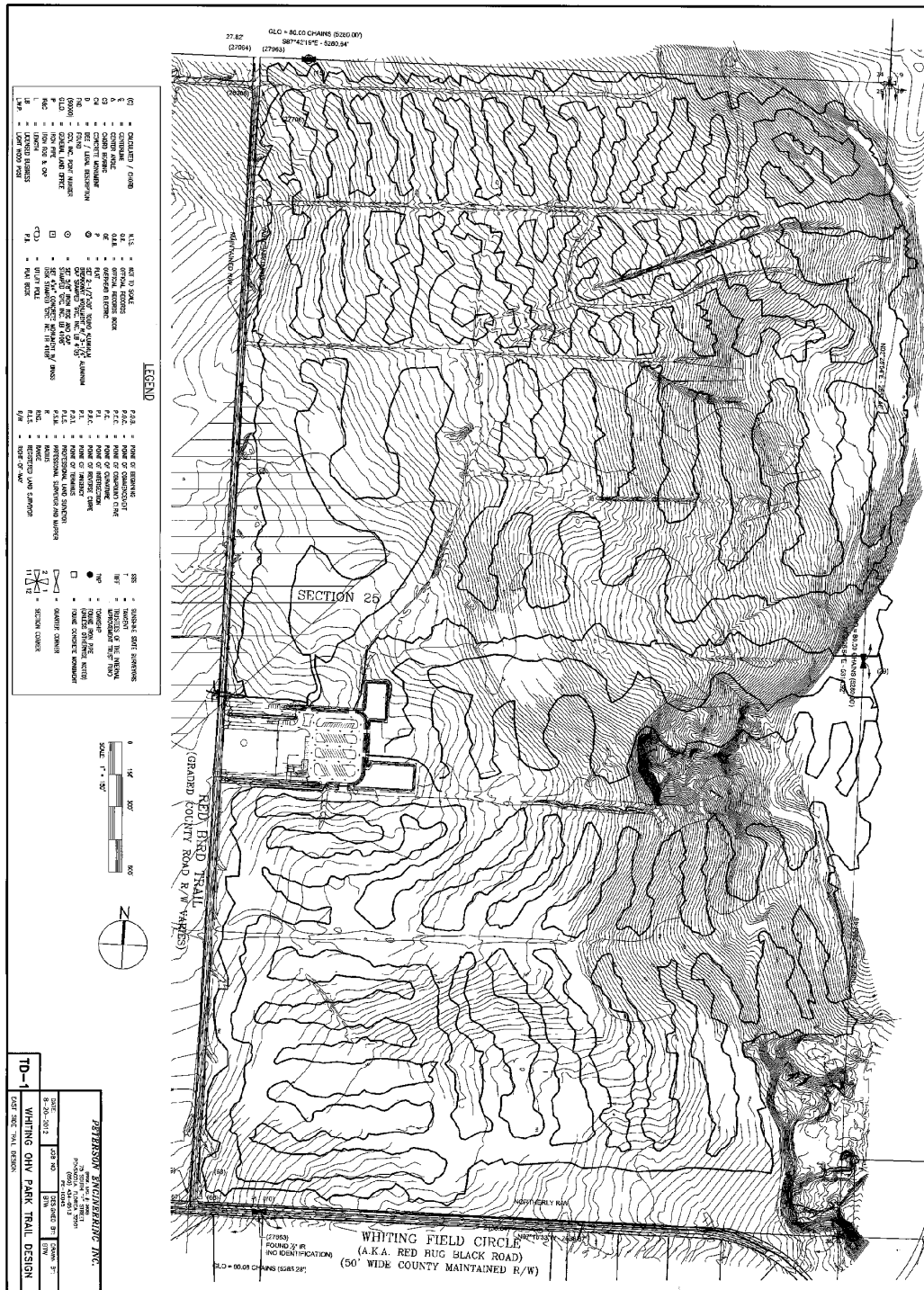
My Commission expires in
My Commission expires in

Notary Public
Notary Public

Attachment D
Exhibit 1
Trail Head Design



Attachment D
Exhibit 2
320 acre Site Plan



ATTACHMENT E

Minimum Operational Requirements and Procedures

1. Operations:

- a. The minimum hours of operation for the Property are: 8 a.m. to 5 p.m., Friday through Sunday, 52 weeks per calendar year. No operations shall take place from dusk to dawn. LESSEE may close the operation in recognition of major holidays with at least sixty (60) days prior written approval from the contract manager.

Note: The forests are open to the public 365 days per year.

- b. LESSEE will maintain a cellular telephone, at minimum, as a public and vendor contact point, which will be staffed during operating hours and operating days.
- c. Business hours shall be posted within 6 feet of the entrance gate to the facility.
- d. The LESSEE shall submit to FDACS, for prior approval, all proposed advertising, brochures and signs. FDACS shall have the right to require removal of all or part of any advertising that FDACS deems inappropriate or reflects badly on FDACS.

2. Services and Events

LESSEE shall operate a high quality outdoor recreational operation that offers Off-Highway Vehicle (OHV) related activities, products and events. The LESSEE may offer, for public purchase, goods, services, food and non-alcoholic beverages. Any product, service or event offered shall be pre-approved, in writing, by the contract manager.

- a. The LESSEE may provide Off-Highway Motorcycle (OHM) and/or All-Terrain Vehicle (ATV) rental operations by providing safe, comfortable, well-maintained machines that are designed for safe operation by the public and in compliance with all applicable laws, rules and regulations, provided at the Property.
- b. The LESSEE's vehicles, trams and equipment used in the operations are to be clearly marked with the company logo on each vehicle. The LESSEE's vehicles, equipment and the company logo shall be approved in advance in writing by the contract manager.

3. Alcoholic beverages

Alcoholic beverages are prohibited. The LESSEE shall post this information prominently at the Trailhead and shall be required to monitor for compliance. The postings shall contain the following language, "No Person Shall Possess or Consume Alcoholic Beverages per 5I-4 F.A.C."

4. Maintenance of Facilities

- a. Facility maintenance and cleaning will be performed on a schedule and to standards acceptable to the contract manager.
- b. Ground maintenance and cleaning will be performed on a schedule and to standards acceptable to the contract manager.

- c. LESSEE will maintain a pest control contract for all facilities.
- d. All roofs will be kept free of pine needles and leaf litter.
- e. The maintenance and repair schedule of the previously identified facilities, appliances and space and for the facilities provided by the LESSEE shall be in compliance with the Americans with Disabilities Act (ADA); the United States Department of Interior's, Secretary's Standards for Rehabilitation as implemented by the Florida Department of State, Division of Historical Resources guidelines for historic buildings; enabling statute Sections 267.061, 267.115 Florida Statutes and by DRP, enabling statute Section 258.037, Florida Statutes.

5. Environmental Protection Plan

- a. Within the first thirty (30) days of operation under this LEASE, the LESSEE shall provide a draft environmental protection plan, which will be evaluated by a FDACS biologist. This environmental protection plan will cover all operations in the park and shall include, but not be limited to:
 - 1. Use of recyclable or biodegradable materials where possible, with preference given to use of non-disposable materials;
 - 2. Natural resources impact minimization;
 - 3. Solid waste reduction and recycling;
 - 4. Waste management;
 - 5. Use of cleaning and maintenance supplies/compounds, insecticides, rodenticides and herbicides and
 - 6. Any other information that would allow a reviewer to evaluate and understand the total environmental protection plan.
- b. A final environmental protection plan, which incorporates all comments from FDACS, must be approved by the contract manager and implemented within the first sixty (60) days of operation under this LEASE.

6. Safety Plan

Within the first thirty (30) days of operation under this LEASE, the LESSEE shall provide a draft safety plan, which will be evaluated by the contract manager. A final safety plan, which incorporates Florida Forest Service (FFS) and contract manager's comments and shall be approved by the contract manager, shall be implemented within the first sixty (60) days of operation under this LEASE. The safety plan shall be revised once a year, thereafter by the LEASE execution anniversary date. This safety plan shall include guidelines for all aspects of the LESSEE 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, which shall cover proper preparations and responses to all natural and man-caused disasters.

7. Department Property

Upon termination or expiration of this LEASE for any reason, all facilities, appliances, equipment and space shall be returned to FDACS in a similar condition in which it was received by the LESSEE, subject to normal wear and tear; furthermore, in regards to any such facilities, appliances and space owned and installed by the LESSEE, FDACS in its sole discretion may require the LESSEE to not remove LESSEE's facilities, appliances, equipment or other improvements made by the LESSEE.

The Property includes all facilities, appliances, equipment and space (septic pump, restroom fixtures, fencing, gates, etc.) FDACS is granting for use as follows:

Tract – The entire 320 acres is secured with field fencing and has a 15’ – 30’ cleared buffer inside the perimeter fence for maintenance and emergency purposes. Some portions of the cleared buffer also serve as the perimeter Beginner Trails (labeled “Green” and “Green/Blue”).

Trail Head – The Trail Head has an improved driving and parking surface and an ADA compliant men’s and women’s restroom facility with electricity, potable water and septic system. There are two designated egress and two designated ingress points to the trail system. The Trail Head is fenced and has a guard shack for fee collection and operational needs.

Training Area – The Training Area has no vertical or cross-slope component and is approximately 250’ by 250’. The Training Area is designed to serve as a helistop for emergency service aircraft, per Chapter 330, Florida Statutes, with restricted access from the Trail Head and designated access to Red Bird Trail.

Training Trail – The Training Trail (labeled “Training Trail”), which has no vertical or cross-slope component, is approximately 1.25 miles long, and is cleared to 10’ – 12’ minimum in width.

Beginner Trails - The Beginner Trails (labeled “Green” and “Green/Blue”) have minimal to basic vertical and cross-slope components. They are slightly more technical at the beginning and end with 6’ width and gradual switchbacks.

Intermediate Trails – The Intermediate Trails (labeled “Blue” and “Blue/Black”) have moderate vertical and cross-slope components. They have gradual and extreme switchbacks throughout with occasional dips and visible obstructions.

Advanced Trails – The Advanced Trails (labeled “Black” and “Double Black”) are single track OHM trails only. They are very technical and include extreme switchbacks, dips and only 4’ width with perpendicular approaches.

8. The maintenance and repair schedule of the listed facilities, appliances, equipment and space and for any facilities and equipment provided by the Lessee shall be in compliance with the ADA, the Florida Department of State, Division of Historical Resources Guidelines for Historic Buildings made to the contract manager’s specifications and according to the following:
 - a. The Lessee accepts the identified list of physical facilities and space “as is”, with no warranties or suitability for the Lessee’s intended use.
 - b. The Lessee shall provide ongoing routine maintenance and repair to the listed facilities at the Lessee’s sole cost and expense.
 - c. All roofs shall be kept free of leaf litter and debris.
 - d. All facilities, appliances, equipment and space shall be presentable at all times and cleaned regularly.
 - e. All cleaning, maintenance and repair supplies (chemicals and compounds), all insecticides, rodenticides and herbicides shall be approved by the contract manager prior to use by the Lessee.
 - f. All routine facility maintenance, grounds maintenance and cleaning shall be performed on a schedule and to standards acceptable to the contract manager.
 - g. The Lessee shall provide visitor service signage that has been pre-approved, in writing, by the contract manager and shall perform maintenance and repair on the visitor service signage. Signs should be repaired immediately upon recognition by the Lessee or notification by FDACS.

- h. The Lessee shall maintain the daily upkeep and litter removal of the facilities and space as identified herein.
- i. The Lessee shall be responsible for leaving the forest and all facilities, appliances, equipment and space in the same, or better, condition as received.
- j. The Lessee shall be responsible, at a minimum, for the following maintenance costs/tasks:
 - 1) Monthly pest control service for all facilities.
 - 2) Annual termite inspections and treatments for all facilities.

Revenue Reporting (continued)

(Due by the 15th day of the following month)

Cumulative Annual Report of Concessionaire's Gross Sales

<u>LESSEE Cumulative Period Gross Sales Subtotals</u>	<u>Gross Sales by Period</u>
1) _____	\$ _____
2) _____	\$ _____
3) _____	\$ _____
4) _____	\$ _____
5) _____	\$ _____
6) _____	\$ _____
7) _____	\$ _____
8) _____	\$ _____
9) _____	\$ _____
10) _____	\$ _____
11) _____	\$ _____
12) _____	\$ _____
Cumulative Annual Gross Sales Subtotal To Date	\$ _____

Compensation

Cumulative Annual Gross Sales Subtotal To Date (from above) \$ _____

1) Cumulative Annual Gross Sales Subtotal x 10% (.10) = \$ _____

2) Annual Base Fee (Lease Guarantee) \$ _____

Current Annual Payable Due To Date (Greater Amount of 1 or 2) \$ _____

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

Signature of LESSEE _____ Date _____

Accountant Name (Please print) _____

Signature of Accountant _____ Date _____

Submit this form to the contract manager by due date.

ATTACHMENT G



Florida Department of Agriculture and Consumer Services
Bureau of General Services
DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION

ADAM H. PUTNAM
COMMISSIONER

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

ATTACHMENT H



Application for Consumer's Certificate of Exemption

DR-5
R. 11/03

Sales and Use Tax [pursuant to ss. 212.08(6), (7), and 213.12(2), Florida Statutes]

*** NO FEE REQUIRED ***



CHECK ONE:
 New Renewal
 Certificate No. _____

MAIL TO:
 ACCOUNT MANAGEMENT/EXEMPTIONS
 FLORIDA DEPARTMENT OF REVENUE
 PO BOX 6480
 TALLAHASSEE FL 32314-6480

Exemption category for which you are applying (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> 501 (c)(3) Organization | <input type="checkbox"/> Nonprofit Cooperative Hospital Laundry | <input type="checkbox"/> Religious - governing/administrative |
| <input type="checkbox"/> Community Cemetery | <input type="checkbox"/> Nonprofit Water System | <input type="checkbox"/> Religious - transportation provider |
| <input type="checkbox"/> Credit Union | <input type="checkbox"/> Organization Benefiting Minors | <input type="checkbox"/> School, College or University |
| <input type="checkbox"/> Fair Association | <input type="checkbox"/> Parent-Teacher Organization/Association | <input type="checkbox"/> Veterans' Organization |
| <input type="checkbox"/> Florida Fire and Emergency Services Foundation | <input type="checkbox"/> Political Subdivision | <input type="checkbox"/> Volunteer Fire Department |
| <input type="checkbox"/> Florida Retired Educators Association | <input type="checkbox"/> Religious - physical place of worship | |
| <input type="checkbox"/> Library Cooperative | | |

Office Use Only

BP _____

CO _____

RS _____ N ___ R ___

PM Date _____

Date Rec'd _____

Organization Name			
Street Address		Business Phone ()	
City/State/ZIP		County, if located in Florida	
Federal Employer Identification Number (FEIN)	Is Organization incorporated? Yes No	Date of Incorporation	Does organization hold IRS exempt status? Yes No
Mailing Address (if different than above)		Alternate Phone ()	
City/State/ZIP		County, if located in Florida	
Does the organization receive income from the sale or lease of tangible personal property, the lease of real property or the sale of taxable services? Yes No			
If yes, provide the organization's sales and use tax certificate of registration number: _____			

ALL DOCUMENTS SUBMITTED WILL BE RETAINED AS PART OF THIS APPLICATION.

CERTIFICATION

I hereby attest that I am authorized to sign on behalf of the applicant organization described above. I further attest that, if granted, the *Consumer's Certificate of Exemption* will only be used in the manner authorized for this organization under ss. 212.08(6), (7), or 213.12(2), Florida Statutes.

I declare that I have read the information provided on this application, including the attached documentation, and that the facts stated herein are true.

Signature

Title