

SUBMIT OFFERS TO:

**PROCUREMENT OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4147; FAX: (352) 754-3497
Email: procurement@swfwmd.state.fl.us
POSTED: February 23, 2018**

**INFORMATION FOR PROSPECTIVE BUYERS
INVITATION TO SUBMIT OFFER TO PURCHASE RENEWABLE RESOURCE (ITS) 1810
FLYING EAGLE ALLIGATOR EGG HARVEST**

INTRODUCTION

The Southwest Florida Water Management District (District) requests offers for the **Flying Eagle Alligator Egg Harvest** Project. Please review the requirements and specifications to **purchase, harvest and remove alligator eggs** from the Flying Eagle property in Citrus County, Florida; see Attachment 4 for Location Map and Attachment 5 for SWF Parcel No. 19-334-101 and 19-334-133 Legal Description. The District is requesting a per egg price for all alligator eggs extracted. No other combination of pricing will be accepted. **The Scope of Work associated with this purchase, is outlined in the Sample Agreement attached as Exhibit A.**

VOLUNTARY SITE VISIT

**March 8, 2018
10:00 a.m. Eastern time
Boy Scout Road Main Entrance Gate
12650 East Boy Scout Road
Inverness, Florida 34450**

Site visits are considered beneficial to understanding qualification requirements and answering questions, although is not required in order to submit an offer. The purpose of a site visit is to allow potential buyers an opportunity to present questions to staff and to view the site.

1. INTERNET AVAILABILITY: Any changes, delays, addenda, and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Persons/firms receiving this ITS from the District's Internet website are responsible to recheck the website for any changes or addenda.
2. AMERICANS WITH DISABILITIES ACT (ADA): The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Bureau Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org.
3. CORRESPONDENCE: Unless otherwise notified in writing, correspondence relating to this ITS will be sent to the District at the address set forth in the heading of this ITS, and to the buyer at the address stated on the Offer Response Form.
4. QUESTIONS: All questions should be presented in writing to procurement@watermatters.org, the address as referenced in Paragraph 3, Correspondence, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) working days prior to the offer opening. Inquiries must reference the date of offer opening, and invitation title and number. Buyers are responsible to check the websites listed in Paragraph 1 for the District's responses to the questions presented.
5. OFFER RESPONSE: Each offer must be submitted using the Offer Response Form attached as Attachment 1 and Buyer Qualifications and References attached as Attachment 2. Buyer must provide a minimum of three (3) business references that demonstrate buyer's ability to engage in alligator egg harvesting as required by this ITS and Sample Agreement. All offers to purchase, harvest, and remove alligator eggs from District-owned property are subject to the terms of the Sample Agreement attached as Attachment 3.
6. DELAYS, CHANGES AND ADDENDA: The District reserves the right to delay scheduled ITS due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this ITS issued by the District will be posted to the websites identified in Paragraph 1, Internet Availability.
7. CANCELLATION/REJECTION OF OFFERS: The District reserves the right to cancel the ITS prior to offer opening and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject any and all offers, waive any minor irregularity or technicality in offers received, cancel the ITS, or cancel its intent to enter into a contract with a buyer. Offers that are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the ITS, may be rejected at the option of the District. Obvious errors in the offer may be grounds for rejection of the offer. Notice of cancellation or rejection will be posted on the District's website and sent to all buyers. No contract shall be formed as a result of this ITS until the District and buyer execute a contract. Buyers are responsible for all costs associated with the preparation of their offers.
8. OFFER WITHDRAWAL: Offers may only be withdrawn prior to the date and time set forth in Paragraph 10 below if the District receives a signed written request to withdraw an offer from an authorized representative of the buyer.
9. OFFER SIGNATURE AND FORM: An authorized representative of the buyer must manually sign the attached Offer Response Form where indicated. All offers must be typed or printed and signed in non-erasable ink in the spaces provided on the Offer Response Form. All corrections made to the offer by the buyer must be initialed.
10. OFFER RECEIPT AND OPENING: Each offer must be placed in a sealed envelope with "**ITS 1810 Flying Eagle Alligator Egg Harvest**" on the face of the envelope. If offers are sent via Express Mail, all documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope. **One (1) signed original and two (2) copies** of Attachment 1, Offer Response Form and required documentation must be received by the District's Procurement Office (BKV-4-PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **March 28, 2018 at 2:00 p.m.** Offers that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Offers will be opened immediately after this date and time.
11. AWARD: The District will enter into a contract with the responsible buyer with the highest Price Per Egg. A responsible buyer is a buyer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The District may make or conduct such investigation as it deems necessary to determine these qualifications. In the event of a tie in Price Per Egg, the District will award the contract to the buyer determined to be the most responsible, considering reference responses, possession of an Alligator Farming License and any other relevant information as determined by the District in its sole discretion.
12. ASSIGNMENT OF CONTRACT: No offer, after acceptance by the District, shall be assigned by the successful buyer, without the prior written consent of the District.
13. EXECUTION OF CONTRACT: By submitting an offer, buyer agrees to all the terms and conditions of this ITS and those included in the Sample Agreement attached as Attachment 3. Any changes presented by buyer in an offer will not be considered by the District. The submittal of an offer will constitute acknowledgement of all terms and conditions of this ITS and the District will construe the offer as though no changes were presented. If a buyer desires to propose a change to a term or condition of the ITS or Sample Agreement, buyer must submit its request under the procedure set forth in Paragraph 4, Questions.

ATTACHMENT 1

**OFFER RESPONSE FORM
FOR
FLYING EAGLE ALLIGATOR EGG HARVEST
INVITATION NUMBER ITS 1810**

The undersigned buyer has carefully read this Invitation to Submit Offer to Purchase Renewable Resource (ITS) and its provisions, terms and conditions covering the purchase and the Agreement, and fully understands the requirements and conditions. Buyer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting an offer for the same property (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Buyer agrees to be bound by all the terms and conditions of this ITS and the Agreement and certifies that the person signing this offer is authorized to bind the buyer.

The undersigned buyer certifies that the Attachment 2, Buyer Qualifications and References, provided is true and correct to the best of his/her knowledge.

The undersigned buyer has also carefully read any Addenda and Questions and Answers issued for this ITS. (Addenda and Questions and Answers are available at the District's Procurement Website www.watermatters.org/procurement and www.demandstar.com. Each buyer is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

Questions and Answers Set Number: ___ ___ ___ ___ ___ ___ ___ ___ ___

Buyer Name (Company Name as Contained on Corporate Seal)

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone Number Fax Number Email Address

Authorized Signature Date Print/Type Name and Title

NOTE: If you are entering a "No Offer," please state reason below and return this form.

ATTACHMENT 2

**BUYER QUALIFICATIONS AND REFERENCES
FOR
FLYING EAGLE ALLIGATOR EGG HARVEST
INVITATION NUMBER ITS 1810**

REFERENCES FOR BUYER:

Buyer must provide a minimum of three (3) references who can verify buyer's qualifications and past performance record on projects similar in scope and nature to this Project.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the buyer's performance on the specific project performed by the buyer.

CERTIFICATION:

Buyer must possess a valid Alligator Farming License. Proof is to be provided with offer submittal.

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**ATTACHMENT 2
(Continued)**

**BUYER QUALIFICATIONS AND REFERENCES
FOR
FLYING EAGLE ALLIGATOR EGG HARVEST
INVITATION NUMBER ITS 1810**

Buyer must provide a **minimum of three (3) references** using the format provided below.

Buyer must demonstrate buyer's experience and expertise in successfully completing projects similar in scope and nature to this Project. Specific projects and locations must be provided.

REFERENCE FORMAT

Buyer Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Date Project Commenced: _____

Date of Final Completion: _____

Description of Work Performed: _____

ATTACHMENT 3

SAMPLE AGREEMENT

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
FLYING EAGLE ALLIGATOR EGG HARVEST

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and -----, a corporation/individual, having an address of -----, hereinafter referred to as the "BUYER."

WITNESSETH:

WHEREAS, the DISTRICT desires to enter into an agreement with the BUYER to purchase, harvest, and remove alligator eggs from the DISTRICT's Flying Eagle property, hereinafter referred to as the "PROJECT"; and

WHEREAS, the BUYER represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to harvest and remove alligator eggs as required by this Agreement; and

WHEREAS, the DISTRICT and the BUYER have agreed on the type of activities to be performed by the BUYER and the amount and method of compensation to be paid by the BUYER to the DISTRICT for the alligator eggs.

NOW, THEREFORE, the DISTRICT and the BUYER, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The BUYER shall perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT.
2. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices and reports shall be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: William VanGelder
Project Manager for the BUYER: -----

Any changes to the above representatives or addresses must be provided to the other party in writing.

3. SCOPE OF WORK. The BUYER, upon written Notice to Proceed from the DISTRICT, agrees to purchase, harvest and remove alligator eggs at the contracted price in accordance with the Scope of Work attached hereto as Exhibit "A" at BUYERS's expense. The BUYER must furnish all equipment and manpower required and necessary to complete the work. Any changes to the Scope of Work set forth in Exhibit "A" must be mutually agreed to by a written amendment to this Agreement, signed by both parties, prior to being performed by the BUYER, subject to the provisions of Paragraph 4, Payment.

3.1 The DISTRICT will:

3.1.1 Designate the boundaries of the areas to be harvested and provide the BUYER access to the subject areas.

3.1.2 Direct the order of the areas to be harvested. The DISTRICT reserves the right to relocate the BUYER in the event of conflicting land uses.

3.2 The BUYER must obtain all required permits and approvals prior to commencing work.

4. PAYMENT. The BUYER shall:

4.1 Pay the DISTRICT ----- dollars and ----- cents (\$-----) for every alligator egg harvested. Payment documentation must include alligator egg collection summaries for each nest harvested, the date of removal, and destination of the alligator eggs. Payments shall be submitted bi-weekly by the BUYER to the DISTRICT at the following address:

Cashier/Accounting
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

4.2 Pay the DISTRICT, not as a penalty, but as liquidated damages for any and all eggs deemed by the Project Manager to be destroyed as a result of the actions of the BUYER. Any payments due the DISTRICT under this provision shall be made to the DISTRICT within fifteen (15) business days from receipt of the DISTRICT'S request for payment. Destruction of greater than 3 percent (3%) of the alligator eggs BUYER is allowed to harvest may be deemed a default under this Agreement.

5. CONTRACT PERIOD. This Agreement shall be effective upon execution by both parties and shall remain in effect until December 31, 2018, unless terminated, pursuant to Paragraph 10, 11 or 15 below.

6. PROJECT RECORDS AND DOCUMENTS. The BUYER, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. The BUYER shall pay the DISTRICT any additional payments determined to be owed to the DISTRICT under this Agreement, by an audit, within fifteen (15) business days from receipt of written notice from the DISTRICT. The BUYER shall maintain all such records and documents for at least three (3) years following the expiration or termination of this Agreement. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved.

6.1. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the BUYER shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the BUYER does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the BUYER or keep and maintain public records required by the DISTRICT to perform the service. If the BUYER transfers all public records to the DISTRICT upon completion of this Agreement, the BUYER shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the BUYER keeps and maintains public records upon completion of this Agreement, the BUYER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon

request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

6.2. **IF THE BUYER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BUYER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4825, by email at Peggy.Meinhardt@Watermatters.org, or at the following mailing address:**

**Peggy Meinhardt, Records Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

6.3 This provision shall survive the termination or expiration of this Agreement.

7. OWNERSHIP. The DISTRICT shall retain ownership of all alligator eggs on the property subject to this Agreement until such alligator eggs are removed from the property and proper compensation is received. Upon termination or expiration of this Agreement, the DISTRICT shall retain ownership of all alligator eggs either not removed from DISTRICT property or for which proper compensation has not been received.

8. INDEMNIFICATION. The BUYER agrees to defend, indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the BUYER, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the BUYER'S performance under this Agreement. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the expiration or termination of this Agreement.

9. INSURANCE REQUIREMENT. The BUYER must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

9.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

Minimum Limits per Occurrence \$ 1,000,000

9.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person \$ 100,000
Bodily Injury Liability per Occurrence \$ 300,000
Property Damage Liability \$ 100,000

or

Combined Single Limit..... \$ 500,000

- 9.3 The DISTRICT and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
 - 9.4 BUYER must carry workers' compensation insurance in accordance with Chapter 440, F.S. If BUYER does not carry workers' compensation coverage, BUYER must submit to the DISTRICT both an affidavit stating that the BUYER meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
 - 9.5 BUYER must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the BUYER'S notice of such cancellation or change from its insurance carrier.
 - 9.6 The BUYER must obtain certificates of insurance from any subcontractor otherwise the BUYER must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the BUYER'S insurance policies.
10. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the BUYER. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the BUYER shall be liable for any funds due to the DISTRICT up to the date of termination. In the case the Agreement is terminated under this paragraph or Paragraph 11, Default, or Paragraph 15, Assignment, the BUYER shall promptly remove any part or all of its equipment and supplies from the project site within two (2) business days. If the BUYER fails to do so, the DISTRICT shall have the right to remove such equipment and supplies and the BUYER shall indemnify the DISTRICT for such costs. This provision shall survive the expiration or termination of this Agreement.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. The parties agree that this Agreement is an executory contract. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. Upon receipt of a Notice of Termination by the BUYER, work must be suspended pending efforts to remedy the default. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by BUYER or against BUYER, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or BUYER becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by BUYER entitling the DISTRICT to terminate this Agreement as set forth above. If, after termination by the DISTRICT, it is determined that the BUYER was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been without cause pursuant to Paragraph 10. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
- In the event this Agreement is terminated by the DISTRICT due to the BUYER'S default as set forth in this paragraph, the BUYER shall be responsible to pay for the DISTRICT'S costs in finding a new buyer, and the difference between the BUYER'S price per alligator egg harvested and the price of the DISTRICT'S new buyer, through the original term of this Agreement. The BUYER shall make the above-referenced payments to the DISTRICT within fifteen (15) business days from receipt of written notice by the DISTRICT requesting such payment. This paragraph shall survive the expiration or termination of this Agreement.
12. REMEDIES. Notwithstanding the foregoing paragraph concerning DEFAULT, unless specifically waived by the DISTRICT, the BUYER'S failure to timely comply with any obligation in this Agreement may be

deemed a breach of this Agreement. Any and all expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the BUYER. In addition to any other remedies or procedures described in this Agreement, the DISTRICT may avail itself of any and all remedies available under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the BUYER'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the BUYER.

13. ATTORNEYS' FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the expiration or termination this Agreement.
14. RELEASE OF INFORMATION. The BUYER agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notice via email and telephone or copies of press releases to the DISTRICT'S Project Manager no later than three (3) business days prior to the interview or press release.
15. ASSIGNMENT. The BUYER may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the BUYER assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.
16. LAW COMPLIANCE. The BUYER shall abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The BUYER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. BUYER shall also comply with all Occupational Safety and Health Administration (OSHA) and Department of Transportation (DOT) safety rules pertaining to alligator egg harvesting and transportation.
17. VENUE AND APPLICABLE LAW. All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it, shall be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida. Venue shall lie in Hillsborough County, Florida. This provision shall survive the expiration or termination of this Agreement.
18. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the BUYER. BUYER shall be solely liable for all payments due to its subcontractors. BUYER agrees to defend, indemnify and hold harmless the DISTRICT, and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, arising from a claim against the DISTRICT by a subcontractor of the BUYER. This provision shall survive the expiration or termination of this Agreement.
19. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the BUYER to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement.

20. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
21. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, BUYER warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. BUYER further agrees to promptly notify the DISTRICT in writing if it is placed on either of these lists.
22. ENTIRE AGREEMENT. This Agreement and the attached exhibit listed below constitute the entire Agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
23. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, and then to Exhibit "A".

Exhibit "A" - Scope of Work
DISTRICT'S ITS #1810
BUYER'S Response to ITS #1810

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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Name and Title Date

BUYER

By: _____
Name and Title Date
Authorized Agent for Company

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	_____	_____
RISK MGMT	_____	_____
SECTION MANAGER	_____	_____
BUREAU CHIEF	_____	_____
DIRECTOR	_____	_____
GOVERNING BOARD	_____	_____

Exhibit "A"
Scope of Work

PROJECT DESCRIPTION

The BUYER shall purchase, harvest and remove only alligator eggs per Rule 68A-25.032, Florida Administrative Code, on the Flying Eagle property in Citrus County, Florida.

The Agreement will be entered into by and between the DISTRICT and the BUYER. An authorized DISTRICT representative will execute the Agreement.

The DISTRICT will provide the successful BUYER with property access instructions. The DISTRICT will support the needs of the successful contractor for the purposes of creating maps necessary for Florida Fish and Wildlife Commission (FWC) permitting. The properties should be available during the period of time when nest surveys are to be conducted. The District will coordinate any closures with the successful BUYER should the need arise.

Any road or trail deemed by the District to be sufficient for use will be available. Any non-road access by the use of vehicles must first be approved by the District. The District makes no assurances for the conditions of roads or trails either prior to or during harvest.

SCOPE OF WORK

The BUYER agrees to:

1. Provide all labor and equipment necessary to perform the search and collection of alligator eggs in a safe and professional manner.
2. Comply with all applicable federal, state, and local laws, and any applicable ordinances, rules, and regulations at all times during egg collection, including any applicable licensing requirements.
3. Pay for all eggs removed from the premises at the contracted price.
4. Be responsible for all equipment used and expenses incurred during the egg collection process. The DISTRICT is not responsible for loss, theft, or damage to BUYER's equipment. There will be no restriction on the types of equipment used in the alligator egg collection process. However, as noted in Scope of Work requirements items 7 and 8, any damage caused by the BUYER must be repaired to the satisfaction of District project manager. Helicopters for the purpose of nest inventory and/or collection will be permitted and special landing areas will be identified upon request.
5. Coordinate starting dates and locations to accommodate other land uses as directed by the DISTRICT.
6. Follow the ingress and egress routes established by the DISTRICT's Project Manager. Details as to approved routes will be provided to BUYER prior to harvest. Modifications to the approved access routes must be approved in writing by the Project Manager and detailed in the Project Manager's folder for the Agreement.

A DISTRICT staff member will accompany BUYER and/or its personnel to validate BUYER's harvest and to monitor compliance with applicable law, regulations, and the terms of this Agreement.

7. Protect from damage and, at BUYER's expense, promptly repair, replace, or restore any damage, injury, or loss to public or private property resulting from BUYER's activities on or adjacent to the land. BUYER shall repair or replace, immediately upon demand, damage to fences, cables, gates, vegetation, or other facilities affecting access or security. Any property damage caused by the BUYER or its agents shall be repaired by the BUYER at its expense. Determination of necessary repairs to be completed shall be at the DISTRICT'S sole discretion. Should BUYER fail to perform its responsibilities under this paragraph, the DISTRICT may repair any damage caused by BUYER, and BUYER shall reimburse the DISTRICT within 30 days of invoice.
8. At all times, keep firebreaks, roads, and trails free of equipment. The BUYER shall be responsible for road upkeep and keep roads traversable at all times. Repair and restore promptly to its original condition, at the BUYER'S expense, any firebreaks, roads or trails used by the BUYER in connection with this Agreement that are damaged beyond ordinary wear and tear by the BUYER or its agents which shall be determined by the DISTRICT in its sole discretion. The BUYER must exercise safe practices at all times for the protection of all persons and property.
9. Exercise every reasonable precaution and means to avoid creation or continuance of public or private nuisances resulting from the harvesting, including, but not limited to, excessive noise associated with radio or other forms of electronic entertainment for persons in or around the nest area, and the uncontrolled flow of surface waters.
10. Be responsible and liable for the safety of all personnel employed by BUYER for the purpose of alligator egg collections. BUYER may use personal protective equipment according to its own internal standards.

The DISTRICT makes no warranty or guarantee as to the number of eggs to be found, or their quality.

Nests discovered along approved areas will be harvested to the maximum of the egg collection quota established by the Florida Fish and Wildlife Conservation Commission in conjunction with processing BUYER's alligator egg collection permit application.

PERFORMANCE SCHEDULE

Purchase, harvest and remove alligator eggs beginning the effective date of this Agreement until December 31, 2018.

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ATTACHMENT 5

LEGAL DESCRIPTION

FLYING EAGLE

SWF Parcel No. 19-334-111X
Flying Eagle Wildlife Management Area

Land Use Description for portions of Flying Eagle Preserve for use with the DISTRICT's Alligator Egg Harvest Invitation in 2017.

Flying Eagle Preserve

19-334-111X

The lands described as DISTRICT Parcel No. 19-334-111X, as recorded in the Cooperative Agreement between the DISTRICT and the Florida Fish and Wildlife Commission, FWC contract number 13194 executed on December 4, 2013 more particularly described as follows.

The lands described as DISTRICT Parcel No. 19-334-111X contain the following DISTRICT Parcel Numbers in their entirety:

19-334-103, 19-334-106A, 19-334-114, 19-334-115, 19-334-116, 19-334-121, and 19-334-127.

The lands described as DISTRICT Parcel No. 19-334-111X contain portions of the following DISTRICT Parcel Numbers: **19-334-101, 19-334-109, and 19-334-123.** The aforementioned DISTRICT Parcel Numbers are included in this land use description in their entirety and are more particularly described as follows:

The lands described as DISTRICT Parcel No. 19-334-101, as recorded in the Official Records Book (ORB) 772 page 923 of the public records of Citrus County, Florida.

LESS the West 3/4 of the North 1/2 of the Southwest 1/4 of Section 35, Township 19 South, Range 21 East.

ALSO LESS the portions of lands described as Part "A" and Part "B", as recorded in the ORB 1485 page 1978 of the public records of Citrus County, Florida.

TOGETHER WITH the lands described as DISTRICT Parcel No. 19-334-109, as recorded in the ORB 946 page 1863 of the public records of Citrus County, Florida.

TOGETHER WITH the lands described as DISTRICT Parcel No. 19-334-123, more particularly described as follows:

The Southwest 1/4 of the Southwest 1/4, and the East 1/2 of the Southwest 1/4, LESS AND EXCEPT those portions deeded to Citrus County for road purposes as contained in the ORB 95 page 433 and 436, of the public records of Citrus County, Florida, all lying in Section 36, Township 19 South, Range 20 East.

LESS the current road right-of-way for SR 44.

TOGETHER WITH

19-334-124

The lands described as DISTRICT Parcel No. 19-334-124, as recorded in the ORB 1291 page 930 of the public records of Citrus County, Florida.

TOGETHER WITH

19-334-133

The lands described as DISTRICT Parcel No. 19-334-133, as recorded in the ORB 1795 page 587 of the public records of Citrus County, Florida.

TOGETHER WITH

19-334-137

The lands described as DISTRICT Parcel No. 19-334-137, as recorded in the ORB 2060 page 1478 of the public records of Citrus County, Florida.

TOGETHER WITH

19-334-143

The lands described as DISTRICT Parcel No. 19-334-143, as recorded in the ORB 2437 page 2377 of the public records of Citrus County, Florida.

Approved for use by the Survey Section 03-29-2017, W.O. 17-035.

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