

PROSPECTUS

CC-JNDDNWR-24

Department of the Interior

U.S. Fish and Wildlife Service

J.N. "Ding" Darling National Wildlife Refuge

**A Concession Business Opportunity for the Operation
of Interpretive Tram Tours, Paddle Tours and Rentals at
Tarpon Bay Recreation Area**

KEY DATES

PROSPECTUS ISSUED:	January, 26, 2024
SITE VISIT:	February 6, 2024
QUESTIONS DUE:	February 13, 2024
RESPONSES TO QUESTIONS	February 20, 2024
ELECTRONIC OFFEROR PROPOSAL DUE:	February 28, 2024

Intents, questions, and electronic proposals must be received by the U.S. Fish and Wildlife Service no later than by 4:00 P.M. Eastern Time of the due date listed above. Proposals must be submitted electronically to the U.S. Fish and Wildlife Service. DingDarling@FWS.gov See Proposal Instructions.

SITE VISIT INFORMATION

The Service will hold an in-person site visit for those interested in bidding on this opportunity on:

February 6, 2024

10:00 AM

The Service will not provide a virtual tour. The site visit will provide an overview of the concession operation along with a tour of the concession facilities. If you would like more information, please contact:

J.N. "Ding" Darling National Wildlife Refuge
Concessions Manager,
1 Wildlife Drive
Sanibel, FL 33957
(239) 472-1100
DingDarling@FWS.gov

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INTRODUCTION

The U.S. Fish and Wildlife Service (Service) intends to award a concession contract in the J.N. “Ding” Darling National Wildlife Refuge (Refuge) for the operation of tram tours, kayak tours, rental equipment, nature outfitting retail store, guided fishing charters and fee collection at Tarpon Bay Recreational Area. This prospectus describes in general terms the existing business operations and the future business opportunities for the facilities and services required by the Service. Offerors are responsible for reviewing all sections of this prospectus and, specifically, the terms and conditions of the Draft Contract, including its exhibits, to determine the full scope of a future concessioner’s responsibilities under the Draft Contract.

The Service is conducting this solicitation under the authority of Section 4 of the National Wildlife System Administration Act of 1966 (the 1966 Act), as amended, 16 U.S.C. §§668dd(b)(1) and (d)(1)(A)(1999), and in accordance with the National Wildlife Refuge Improvement Act (P.L. 105-57), as implemented by the Service in 50 C.F.R. Part 25. The term “Concessionaire” as used in this prospectus refers to the entity that will be the Concessionaire under the Draft Contract. The terms “Existing Contract” and “Existing Concession Operation” refer to contract (F14PC00060) that expires May 31, 2024. The Existing Contract is included as Appendix A to this prospectus.

If any inconsistency exists between the terms of this Prospectus and 50 C.F.R. Part 25 and or Service Policy 630 FW 6-8, the latter will prevail. If any inconsistency exists between the description of the terms contained in this Prospectus and the terms of the Draft Contract, the Draft Contract will prevail.

The National Wildlife Refuge System

The National Wildlife Refuge System lands and waters serve a purpose distinct from that of other U.S. public lands: Wildlife conservation drives everything on national wildlife refuges, from the purposes for which each refuge was established, to the recreational activities offered, to the resource management tools used.

The mission of the National Wildlife Refuge System is to administer a national network of lands and waters for the conservation, management and, where appropriate, restoration of the fish, wildlife and plant resources and their habitats within the United States for the benefit of present and future generations of Americans.

On March 14, 1903, President Theodore Roosevelt established Pelican Island National Wildlife Refuge, along Florida’s Atlantic coast, as the first unit of what would become the National Wildlife Refuge System.

Purpose of the J.N. “Ding” Darling National Wildlife Refuge

The refuge was established in 1945 by agreement through a lease with the State of Florida “for the use as an inviolate sanctuary, or for any other management purpose, for migratory birds.” Secondary purposes were subsequently applied to the refuge as follows:

“...wilderness areas...shall be administered for the use and enjoyment of the American people in such manner as will leave them unimpaired for future use and enjoyment as wilderness, and so as to provide for the protection of these areas, the preservation of their wilderness character, and for the gathering and dissemination of information regarding their use and enjoyment as wilderness...” 16 U.S.C. 1131 (Wilderness Act)

“...suitable for (1) incidental fish and wildlife-oriented recreational development, (2) the protection of natural resources, (3) the conservation of endangered species or threatened species” 16 U.S.C. 460k-1 (Refuge Recreation Act) “...the Secretary...may accept and use...real...property. Such acceptance may be accomplished under the terms and conditions of restrictive covenants imposed by donors.” 16 U.S.C. 460k-2 (Refuge Recreation Act)

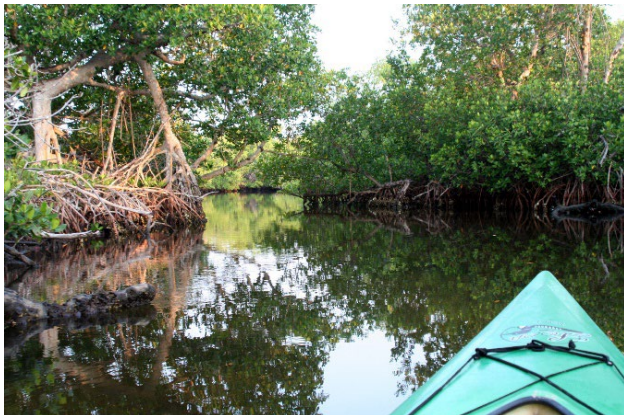
“...the conservation of the wetlands of the Nation in order to maintain the public benefits they provide and to help fulfill international obligations contained in various migratory bird treaties and conventions.” 16 U.S.C. 3901(b), 100 Stat. 3583 (Emergency Wetlands Resources Act)

“...for the development, advancement, management, conservation, and protection of fish and wildlife resources” 16 U.S.C. 742f(a)(4) (Fish and Wildlife Act) “...for the benefit of the United States Fish and Wildlife Service, in performing its activities and services. Such acceptance may be subject to the terms of any restrictive or affirmative covenant, or condition of servitude.” 16 U.S.C. 742f(b)(1) (Fish and Wildlife Act)

Location of J.N. “Ding” Darling National Wildlife Refuge

J.N. “Ding” Darling National Wildlife Refuge is on the Gulf Coast of Florida on Sanibel Island. The Service manages approximately 6,500 acres, most of which is on Sanibel Island —approximately 50% of the island’s land mass is the Refuge lands. The Service also manages 4 other National Wildlife Refuges in Lee County.

What began as a sandbar is now Sanibel, a barrier island fringed with mangrove trees, shallow bays, and white sandy beaches located off the southwest coast of Florida. For over 2,000 years the Calusa Indians made the lush island, with its ready source of food from the sea, their home. By the mid-1800s, European settlers arrived and soon displaced the Calusa tribe. For years, the island was mainly used by farmers until a fierce hurricane in 1926 destroyed the agriculture industry. Construction of the Sanibel causeway in 1963 opened way for tourism on the island. Jay Norwood Darling was instrumental in the effort to block the sale of a parcel of environmentally valuable land to developers on Sanibel Island. At Darling’s urging, President Harry S. Truman signed an Executive Order creating the Sanibel National Wildlife Refuge in 1945.



The refuge was established to safeguard and enhance the wildlife habitat of Sanibel Island, to protect endangered and threatened species, and to provide feeding, nesting, and roosting areas for migratory birds. The refuge is part of the largest undeveloped mangrove ecosystem in the United States and is world famous for its spectacular migratory bird populations. In 1967, the refuge was renamed for conservation pioneer Jay Norwood “Ding” Darling, who was instrumental in its founding. More than 40 percent of the refuge is Congressionally designated wilderness.

The climate of Southwest Florida is subtropical and humid, with temperature in the summer average highs in the mid-90’s Fahrenheit. Rising air, caused by heating of the Florida peninsula land surface, causes moist sea breezes to flow in from the coasts toward the center of the state, triggering thunderstorms and causing a summer rainy season. During the winter and spring months, rainfall is suppressed, causing a distinct dry season with the average low temperature in the mid-50’s Fahrenheit. The air temperatures are tempered by the Gulf of Mexico as cold northern air passing over water is warmed; protecting the barrier islands from extreme cold temperatures during the winter.

The Refuge’s main attractions are the 4-mile Wildlife Drive auto tour route, Tarpon Bay Recreation Area, 5 miles of hiking and biking trails, the Visitor Education Center, and over 2000 acres of wilderness back waters that can be explored via non-motor boats.

The Service at J.N. “Ding” Darling National Wildlife Refuge protects and conserves outstanding scenic, natural, and cultural resources for present and future generations. These resources include the mangrove estuary, freshwater marsh and tropical hardwood uplands on the island landscape, biological diversity, generally clean air and water, and a rich cultural and archeological resources. The Refuge provides opportunities for high-quality recreation, education, and scientific research.

The U.S. Fish and Wildlife Service manages an unparalleled network of public lands and waters called the National Wildlife Refuge System. With more than 560 refuges spanning the country, this system protects iconic species and provides some of the best wildlife viewing opportunities on Earth.

CURRENT CONCESSION OPERATIONS

Description of Tarpon Bay Recreation Area

The concession facility includes a building with approximately 1503 sf of retail space, 500 sf of office space including a break room, public restrooms, 697 sf storage space and a 2 bedroom, 1 bath attached apartment that is 800 sf. Other facilities, include a boat ramp, kayak launch, boat dock, 6 boat slips, education pavilion, parking lot with security gate, an entrance fee booth, tram ticket booth and tram parking lot.

The parking lot and a boat slip are shared with the Sanibel Captiva Conservation Foundation Marine Lab that is located on premises in a separate building.



The main concessions building was built in 2007 following Hurricane Charley that severely damaged the original buildings. The building is constructed with concrete pilings with wood frames and cement fiber board siding. A standing seam metal roof was installed in 2019 after Hurricane Irma. The ADA ramp was reconstructed in 2020 and the HVAC units were replaced in 2021. Hurricane Ian in September 2022 created some minor damages that are scheduled for repairs in 2024. These repairs are being made by the Service and will not be assumed by the new concessionaire.

The tram tours operate out of the Refuge's Visitor Education Center Parking lot where there is a sales and information booth assigned to the concessionaire. During busy periods the tram may be required to pick up passengers from an overflow parking lot located 0.25 miles from the visitor center parking lot.

The entrance fee booth on Wildlife Drive is assigned to the Concessionaire for the purposes of fee collection and disseminating information to visitors.

Existing Concession Operation

Tarpon Bay Explorers, Inc. ("Existing Concessioner") has operated the services under a concessions contract (F14PC00060) and at Tarpon Bay Recreation area in the Refuge. The terms "Existing Contract" and "Existing Concession Operation" include the concessions contract (F14PC00060) The existing concession contract expires on May 30, 2024. This concession opportunity has been in place since the 1980s.

Hours of Operation during the period of November 1 through April 30 of each year of the Contract, operation for all Visitor Services will be available, and Concession Facilities will open seven days a week from 9am-5pm local time. During the period of May 1 through October 31 of each year of the Contract, all Visitor Services will be available, and Concession Facilities will be open 7 days a week form 9am – 4pm local time. Hours may be extended, but not beyond one-half hour before sunrise and one-half hour after sunset. The only exceptions to the hours of operations indicated above will be that Concessionaire may elect to close for

2 weeks during the month of September, and on Thanksgiving Day and Christmas Day. The Concessionaire shall notify the Refuge Manager in advance of implementing any plan to close operations in accordance with the preceding sentence.

During the entire year, tram services will be open 6 days a week (Saturday through Thursday) from 10am to 3pm local time. Hours may be extended, but not beyond one-half hour before sunrise and one-hour after sunset. The exception to the minimum schedule for the tram services will be during the month of September when the Concessionaire may elect to decrease number of tram tours offered. Concessionaire must provide the Refuge Manager with notice of closure at least 30 days in advance of any proposed closure or proposed changes to hours of operation of the tram service.

The existing contract can be found in Appendix A of this Prospectus.

Existing Tour Specifications

The Existing Concessioner offers narrated interpretive tours, as described below. Information on the latest offerings can be found at <http://www.tarponbayexplorers.com>. Reservations for all tours, including private charters, are strongly advised.

Tram Tours – (1 ½ hours) Hop on our tram that travels along Wildlife Drive through the J.N. “Ding” Darling National Wildlife Refuge. Search for roseate spoonbills, herons, egrets, ibis, alligators and much more while learning about the refuge’s ecology and history.

Kayak/Paddle Tours (2- hours) The Kayak Trail Tour is a wonderful introduction to Tarpon Bay and the coastal environment. Visitors will kayak with an experienced naturalist through the mangrove forest along Tarpon Bay’s Commodore Creek Trail. The trail provides a unique and up-close perspective to the mangrove habitat. Paddlers will learn about the J.N. “Ding” Darling National Wildlife Refuge’s rich mangrove ecosystem and the wildlife living within it.

Nature and Sea Life Cruise (1 ½ hours) Enjoy a naturalist led, covered pontoon boat cruise around Tarpon Bay. Learn about Tarpon Bay’s rich Mangrove Estuary ecosystem and get an up-close look at wildlife. The first half hour includes Touch Tank aquariums. You will hold and learn about wildlife living at the bottom of the estuary – including sea stars, horseshoe crabs, oysters, live shells and much more! Then spend an hour boating around Tarpon Bay.

Interpretive Deck Talks (20 min) Join a naturalist for a FREE lunchtime talk on the deck at Tarpon Bay, one of the most beautiful settings on Sanibel. Programs include intriguing insights into the ecology of dolphins, manatees, sea turtles, alligators, sharks and more.

Fishing Charters (2 hour minimum) Tarpon Bay Explorers offers back-bay, saltwater fishing charters likely catches of sea trout, redfish, snook, mangrove snapper, sheepshead and much more! Our guides know Tarpon Bay like the back of their hand and fish these waters nearly every day. The captains are very family-friendly and can find challenging fish for any angler.

Existing Rentals

Kayak/ Canoe- Kayak down our marked Commodore Creek Trail in search of critters amongst the mangrove trees or swimming beneath your boat. Kayakers also have the option of paddling into the middle of Tarpon Bay in search of birds on the rookery islands or for manatees and dolphins swimming amongst the sea grasses. Kayak rentals are on a first come first serve basis.

Standup Paddle Board- Stand up paddleboarding in Tarpon Bay is unlike any other paddling experience. Boarders can see what lives amongst the sea grasses, all while soaking up the Florida sun. Paddlers may see schools of fish, dolphins, stingrays, manatee and much more.

Bicycles- Ride bikes along Wildlife Drive in the heart of the J.N. “Ding” Darling National Wildlife Refuge. Tarpon Bay Explorers is the closest rental facility to the Wildlife Refuge with no intersections to cross. Bikers may also bike to any destination on Sanibel including the lighthouse, Bailey Tract or

Bowman’s Beach using the City’s extensive multiuse paths.

Pontoon Boat- Tarpon Bay Explorers offers pontoon rentals that are perfect for wildlife viewing, cruising around the back-bay waters or finding a favorite fishing hole to bring home dinner. A day on a Tarpon Bay Explorers’ pontoon is perfect to soak up that warm Florida sun! While cruising around, boaters may spot dolphins swimming by or manatees munching on sea grasses.

Fishing Equipment Rentals- Rent fishing equipment including rods, reels, nets, bait buckets & anchors. Tarpon Bay Explorers also sells fishing tackle if you are coming empty handed or need additional hooks, weights, bobbers & lures.

Existing Entrance Fee Collection

Refuge entrance fees are collected by the existing concessionaire at the fee booth on Wildlife Drive auto tour route. The concessionaire provides personnel to collect fees 100% of the time the Wildlife drive is open. (Saturday-Thursday 7AM to Sunset) year-round. The Drive is closed on Fridays. The Concessionaire provides 100% of the fees collected to the Service each month and invoices the Service for 20% of the fees collected.

The Concessionaire will present the Service with a check for 100% of the entrance fees, and the Concession will be reimbursed for 20%. Credit card fees will be listed on the invoice, and Service will reimburse for these expenses.

Existing Housing

The concessions building as an attached 2-bedroom/1-bath 800 sf apartment that houses an employee of the concessionaire.



Historically Approved Fees

Exhibit 1: Existing Concession Operation Approved Rates 2022-2023

Service Provided	2019	2020-2022	2023
Tram Tours (adult/child)	\$13/8	\$18/10	\$18/10
Kayak/Canoe tours (adult/child)	\$32/22	\$40/35	\$40/35
Nature Sealife Cruise	\$25/17	\$23/\$5	
Breakfast Cruise	\$32/20	\$32/20	
Evening Cruise	\$32/20	\$32/20	
Sunset Rookery paddle	\$40/25	\$40/25	
Touch Tank Exploration	\$5/4	\$5/4	
Stand-Up Paddleboard Tour	\$50/ n/a	\$50/ n/a	

Rentals			
Kayak 2hr (single/double/add. hours)	\$27/35 \$13.50/17.50	\$30/40/15	\$30/40/15
Stand Up Paddleboard 1hr (beginner/intermediate) (add. hour)	\$25/35 \$10/10	\$25/35/10	\$25/35/10
Bicycle (half day/full day)	\$10/15	\$10/15	
Fishing Gear (rod/reel)	\$20	\$20	
Bait Bucket, Net, or Anchor	\$2 each	\$2 each	
Fishing Charter 2 hours (1-2 people/3-4/5-6) (add hour.)	\$200/225/250 \$50	\$200/225/250 \$50	
Hobie Fishing Kayak (half day/full day)	\$70/105	\$70/105	\$70/105
O/F* Bobie Fishing Kayak (HD/FD)	\$90/125	\$90/125	\$90/125
Family Pontoon (HD/FD)	\$200/280	\$200/280	
O/F Family Pontoon (4) (HD/FD)	\$225/305	\$225/305	
O/F Family Pontoon (8) (HD/FD)	\$245/325	\$245/325	
Whee-Hoo (HD/FD)	\$10/15	\$10/15	
Baby Trailer (max 80lbs) (HD/FD)	\$8/15	\$8/15	
Baby Seat (max 40 lbs) (HD/FD)	\$5/5	\$5/5	
Misc.			
Boat Launch (motorized/non-motorized)	\$12/7	\$12/7	\$20/7
Interpretive Deck Talk	Free	Free	-

*O/F: outfitted with fishing equipment

Historical Annual Gross Receipts

The Proposal Package section of this prospectus requires offerors to develop financial projections based upon the proposed operation. Offerors should be cautious in the use of historical information. The Service does not provide financial predictions; therefore, offerors are responsible for producing their own pro forma financial statements and relying upon their own financial predictions.

Annual Gross Revenues

The Existing Concessioner's reported operating results from 2019-2022 are as follows:

Exhibit 2: Existing Concessioner Annual Gross Revenue and Franchise Fees

Year	Gross Receipts	Franchise Fee
2019	\$2,154,675.84	\$200,962.84***
2020	\$1,485,786	\$100,527.5***
2021	\$2,437,393	\$276,422.57
2022*	\$2,162,340	\$311,931.39
2023**	\$138,758.92	\$1,741.00

* Sanibel was severely impacted by Hurricane Ian On Sept 28, 2022. The existing concessionaire resumed limited operations in February 2023. Prospective bidders may not see the level of visitation or gross income as previous years until the community has fully recovered.

**The concessionaire opened post Hurricane Ian Feb 1, 2023 and operated until September 28, 2023. With limited services and limited visitation, leading to less gross income.

***This fee only covers two quarters of 2021 due to missing data

***The fee was waived for two quarters of 2020 due to COVID-19

SUMMARY OF BUSINESS OPPORTUNITY

This summary provides the key elements of Service Draft Concession Contract CC-JNDDNWR-24 (“Draft Contract”), including its exhibits for the commercial operation of Interpretive tram and kayak tours, rental equipment, nature store operations and fee collection for visitor in J.N. “Ding” Darling National Wildlife Refuge. “Tram Tours” are fully narrated interpretive tram tours, including private charters, along the Refuge’s Wildlife Drive. “Kayak Tour” are interpretive paddling tours thru the Commodore Creek Trail. “Rental equipment” refers to rental of Kayaks, Stand Up Paddleboards, Bicycles, Pontoon boat rentals. If any inconsistency exists between the terms of the Draft Contract and this summary, the Draft Contract will prevail. The Draft Contract is found in Appendix B.

Required and Authorized Services

The Concessionaire is required to provide the following visitor services during the term of the Draft Contract:

The Service requests offers for the award of a 10-year concession contract to continue the operation and maintenance of the required and authorized services below. The Service expects that operations under the Existing Contract will remain essentially the same under the Draft Contract.

Essential operating and maintenance requirements are provided in the exhibits to the Draft Contract: specifically, the Operating Plan (Exhibit A) and the Maintenance Plan (Exhibit E).

The Draft Contract includes a description of required and authorized services. In case of any inconsistency between this section and the attached Draft Contract, the Draft Contract will prevail.

Exhibit 3: Required Visitor Services under the Draft Contract

Service	Brief Description
Tram Tours	Provide fully narrated tram tour, including private charters, along the Refuge’s Wildlife Drive.
Other Interpretive Tours:	Provide Guided interpretive tours through the Commodore Creek Canoe Trail and Tarpon Bay
Rental Equipment Services	Provide Rental Kayak, Stand-up Paddle Boards, Bicycles and Pontoon Boats (with up to x hp motors).
Day Use, Boat Ramp	Provide motorized and non-motorized boat launching at the Tarpon Bay Boat Ramp.
Entrance Fee Collection	Collect Entrance Fees on Wildlife Drive. The Drive is open 7AM to Sunset 6 days per week.
Recreation Pass Sales	Sell annual Recreational Passes at the Entrance Fee Booth

The Concessioner is authorized, but not required, to provide the following visitor services during the term of the Draft Contract.

Exhibit 4: Authorized Visitor Services under the Draft Contract

Service	Brief Description
Guided Fishing	Charter fishing

Boat Rentals	Rental of Small vessels 25hp or less motors, within Tarpon Bay only.
Nature/ Sealife Cruise	An interpretive guided tour on a shallow water vessel (i.e Pontoon Boat) operated within Tarpon Bay
Interpretive programs/deck talks	Interpretive displays, interpretive programs on native wildlife and conservation topics.
Vending	Sale of water, other non-alcoholic beverages, and packaged snacks.
Other Merchandise Services	Sale of souvenirs related to South Florida Wildlife, and of J.N. "Ding" Darling NWR, Tarpon Bay and its environs. Including the sale of visitor convenience items such as sunglasses and sunblock.
Guidebooks and Maps	Sale of printed material directly related to South Florida Wildlife, and of J.N. "Ding" Darling NWR and its environs.

The above required and authorized services are a representation of services currently provided at Tarpon Bay. Proposals can expand upon these services for new opportunities, and the Service will consider any new activities proposed as part of this solicitation.



Assigned Facilities

The selected Offeror is required to maintain and operate the Concession building including all utilities and is responsible for solid waste removal. The facility is on City water and Sewer. There is also a non-potable water well used to wash down boats, and other equipment. Please refer to the Maintenance Plan (Exhibit E).

The Concessions building was rehabilitated with a new roof in 2019 and will have other repairs made in 2024/2025. The Service is planning a rehabilitation project, beginning 2024, during which the concessioner will continue to have access to the building and all other facilities assigned.

Exhibit 5: Assigned Facilities

Asset	Approximate Description	Date Built or Installed	Replacement Value
Concessions Building including apartment Asset # 10052593	3500sf airconditioned space + 2,900 sf enclosed outdoor storage	2007	\$2,650,675
Tarpon Bay Parking lot* Asset #10047755	41,000 sq. ft. (approx.)	Rehabilitated in 2020	\$453,108
Entrance Fee Booth Asset # 10065465	48 sq. ft.	2002	\$17,565

Tram info Both Asset # 10065466	48 sq. ft.	2002	\$17,565
Tarpon Bay Gate* Asset # 10053532	Automatic slide gate	2023	\$29,480
Tarpon Bay Boat Ramp Asset # 10065054	1550 sq. ft.	2002	\$237,576
Tarpon Bay Dock* Asset # 10014509	750 sq. ft.	2018	\$164,206
Tarpon Bay Deck/Pavilion *Asset # 10079480	2500 sq. ft.	Currently being rebuilt FY 24/25	Asset demolished to be rebuilt

*These assets were demolished due to damages in Hurricane Ian and are in the process of being replaced.

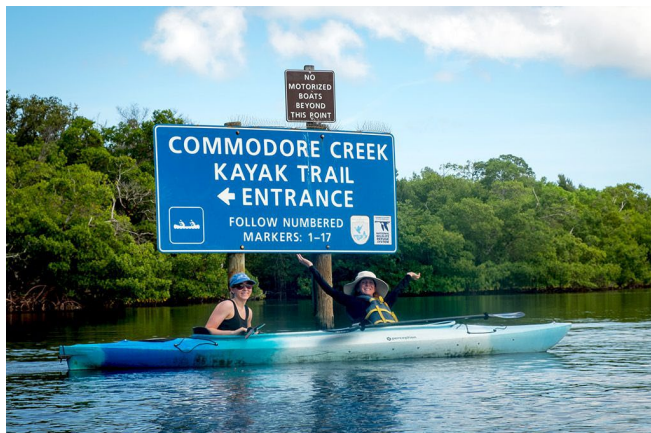
Rate Administration

Rates are subject to the approval of the Service and must be competitive with local market rates. All fees and charges to the public must be approved by the Refuge Manager

Payment to Government

There are two types of fees—franchise fees and percentage payments. These funds are utilized to help make payments to local governments prescribed by the Revenue Sharing Act of 1935 and will be returned to the refuge for administrative costs only.

- A. **Franchise fee.** The franchise fee is a good faith payment. It is a fixed rate fee payable on an annual basis at the beginning of the contract year.
- B. **Percentage payment.** Percentage payments are fees based on the concessionaire's gross receipts for goods and services rendered. The concessionaire offers a proposed percentage payment of its gross receipts in the proposal. Proposed percentage of gross receipts payable to the Government must be a minimum of five (5) percent up to a maximum of twenty (20) percent of gross receipts. Offerors are advised that it is the current policy of the U.S. Fish and Wildlife Service that in accordance with statute 16 U.S.C. 715, all revenues paid to the Service (including annual franchise fees and/or percentages of gross receipts) by public recreation-related concession enterprises are credited entirely into the National Wildlife Refuge Fund. These limits are set because of several GAO audits on contracts related to agencies in the Department of the Interior. Proposals offering less than five (5) percent will not be considered for award.



Environmental Management

The Concessioner will develop, document, implement, and comply fully with a comprehensive written Environmental Management Program (EMP) to achieve Environmental Management Objectives. The initial EMP shall be developed and submitted to the Refuge Manager for acceptance within sixty days of the effective date of the Concessions Contract. A proposed updated EMP will be submitted for acceptance annually. (See Draft Contract, Section VII). EMP guidance can be found in the Operating Plan, Exhibit B.

Risk Management

The Concessioner will develop, document, implement, and comply fully with a comprehensive written Risk Management Program (RMP) to achieve Risk Management Objectives. The initial RMP shall be developed and submitted to the Refuge Manager for acceptance within sixty days of the effective date of the Concessions Contract. A proposed updated RMP will be submitted for acceptance annually. (RMP guidance can be found in the Operating Plan, Exhibit B of the Draft Contract.)

Investment Analysis

The equipment, stock, personal property, and inventories currently used in this operation are owned or rented by the Existing Concessioner. The Concessioner may elect to procure necessary equipment and stock from any source. The Concessioner may elect to negotiate with the Existing Concessioner for the purchase of any assets.

Negotiations may be conducted directly with:

Wendy Schnapp
 Tarpon Bay Explorers
 (239) 470-1877
ecoerler@gmail.com

The Concessioner must provide such equipment, personal property and inventories as may be necessary for the proper and efficient operation of these services and facilities.

The Concessioner must maintain the grounds and structures that are assigned by the Contract. However, construction of capital improvements is not permitted.

Local utility companies provide services to the Concessioner and bill the Concessioner accordingly.

Estimated Investment Summary

Exhibit 6: Estimated Investment Requirements

Type of Investment	Requirement
Personal Property (kayaks, tram, etc)	\$ 350,000
Startup Expenses (insurance, business fees, etc)	\$ 25,000
Personnel 1 year (Manager, Interpretive tour guides)	\$300,000
Supplies (janitorial, office, etc)	\$25,000
Total	\$700,000

*Offerors should not rely on Service estimates in preparing and submitting proposals in response to this Prospectus. It is the responsibility of Offerors to make their own determinations as to the scope of the required investment.

Market Area Overview

Exhibit 7: Refuge Visitation

Year (FY)	Recreation Visitation	Percentage Change
2012	657,702	
2013	521,476	-21%
2014	802,568	54%
2015	880,339	1%
2016	905,652	3%
2017	938,210	4%
2018	927,901	-1%
2019	840,705	-9%
2020	767,756	-9%
2021	791,403	3%
2022	974,620	23%
2023*	35,030	-96%

* Hurricane Ian made landfall September 28th 2022. The Refuge was closed the public until April 6, 2023, and many trails and visitor facilities remain closed.

Local and Regional Market

Please see Lee County Visitor and Convention Bureau for local tourism research and data to provide valuable insight needed to help you make the best marketing decisions possible. View monthly and annual visitor profile reports and review the performance dashboard. A 20-year recap report provides a long-term view of the local tourism industry climate. This section also gives a numerical picture of tourism's powerful impact on the area. <https://www.visitfortmyers.com/lee-vcb/education-and-resources/statistics>

STANDARDS

Period of Performance

The contract will be for a term of ten years with the possibility of a five 5-year option to renew. The contract will be effective June 1, 2024.

Standards

A. Zero Tolerance of Discrimination: You must not discriminate against anyone on the basis of race, color, national origin, sex (including pregnancy, gender identity, transgender status, and sexual orientation), religion, disability, age, status as a parent, or genetic information, with regard to any program, activity, or service, including employment. You are subject to the following Equal Opportunity Employment laws and policies:

- Title VII of the Civil Rights Act of 1964;
- Age Discrimination Act of 1967;
- Rehabilitation Act of 1973;
- Americans with Disabilities Act of 1990 (amended in 2008 to broaden the definition of disability);
- Genetic Information Act of 2008;
- Executive Order (EO) 13152, Further Amendment to Executive Order 11478, Equal Employment Opportunity in Federal Government (Parental Status);
- EO 13672, Sexual Orientation; and
- Personnel Bulletin 18-01 "Prevention and Elimination of Harassing Conduct."

B. Environmental Stewardship: You must:

- Provide a high level of environmental stewardship by using green methods of construction and green products whenever possible.
- Use the U.S. Environmental Protection Agency's "Guiding Principles for Environmentally Preferable Purchasing" as a reference when purchasing equipment, construction materials, and other products.
- These environmentally preferable materials and processes include:
 - Post-consumer recycled materials;
 - Materials that do not require care with toxic chemicals;
 - Equipment and product life-cycle analysis; and
 - Minimization of pesticides, persistent toxic chemicals, carcinogens, and invasive species.
 - Comply with [Secretary's Order 3407](#) Department-Wide Approach to Reducing Plastic Pollution

C. The Project Leader's appropriate use and compatibility determinations will govern the concession activity.

D. Facility construction and improvements that involve life safety and building code compliance issues must be coordinated with the Regional Engineering Office and the Concession Manager. These improvements become the property of the Service when completed. No compensation will be given to the concessionaire for the improvement.

E. All rentals and fees must be equal to those charged by members of the private sector for opportunities equal to those provided by the concessionaire.

F. If awarded this contract, you must participate in the contract close-out and turn over from the former concessionaire. Also, at the end of this contract, if you are not awarded the new contract, you must participate in the contract close-out and turn over at that time.

G. Health and Safety: The health and safety of the visiting public, employees, and wildlife must be considered at all times. You must create a plan for how you are going to mitigate any potential risks. In the event that there is a safety issue at the refuge or concession site, facilities, tours, programs, etc., may be discontinued until the safety issue is no longer a concern.

H. Prohibited uses: See 50 CFR part 26-27

I. Preservation of natural resources: We expect concessionaires to be environmentally conscious and to assist the Service in protecting our resources. All actions must be in an approved management plan or if new issues arise prior to updating the management plan, a signed letter from the concession manager stating that an activity is approved'

J. No possessory interest in lands, waters, or facilities: When buildings or other structures must be built, the Service must approve facilities prior to construction, and any facilities built on Service lands or waters become Service property.

K. Property protection: The Government may assign you real or personal property. These items must be kept in good working condition. The Service will conduct annual audits of equipment and property assigned to the concessionaire. The concessionaire is responsible for maintaining the facilities in good repair. Approval from the concession manager may be necessary to maintain these facilities. The concessionaire is also responsible for preventing vandalism and reporting illegal activities.

L. Audits: The concessionaire must maintain financial reports and accounting records that provide adequate financial information to support audits of its operations. The accounting records must be approved by the Concession Manager, portray an adequate and accurate basis for audits, and meet current industry standards. The concessionaire must submit financial reports monthly to the Concession Manager. These reports will state gross receipts for the time period, as well as year-to-date gross receipt information and will be broken down by categories.

M. Indemnification: Public liability insurance to protect both the concessionaire and the Government is required.

Public liability coverage must be at least \$100,000,000 and the concessionaire must co-name the Government as coinsured in each insurance policy for the concession operation on Service lands and waters.

N. We retain the right to enter the property and premises as needed to conduct inspections, audits, safety checks, etc.

O. Cooperation with authorities: We expect concessionaires to cooperate with authorities in the event of emergencies, investigations, and other events.

P. Performance Bonds: A performance bond is required for any construction project valued at \$100,000 and above. Also, a performance bond of \$250,000 is required for the operation of the concession (set by the Concession Manager).

Q. Insurance: See appendix E for all insurance requirements.

R. Meetings and Workshops: We require the concessionaire to attend certain meetings and workshops such as volunteer trainings, volunteer appreciation days, and monthly inspection meeting. Additional meetings identified by the Concession Manager may be required. We do not pay for the cost for attendance by the concessionaire or its employees at such meetings.

S. Cancellation for default: Concession contracts may be cancelled for many reasons including: the concessionaire failed to perform/provide the concession operations detailed in the proposal; the concessionaire failed to take corrective action as noted in an inspection report; and the concessionaire failed to pay fees in a timely manner.

T. Cancellation for convenience: Concession contracts may be cancelled for the convenience of the Government if: new laws or authorities require the cancellation; the level of visitation did not provide a sustainable venture; or natural conditions mandate the cancellation of the contract.

U. We are not responsible for losses and expenses incurred by the concessionaire due to conditions beyond our control. Closure of the refuge or concession facilities for longer than a day because of a natural disaster, natural phenomenon, or because of the risk to public health and safety are examples. We only provide the opportunity for concessionaires to supply visitor services to the general public, we do not guarantee it.

V. Concessionaires or parties holding an ownership in a concession may not sell, assign, or transfer their interests or part of their interest, to another party without prior approval from the Regional Director.

W. The Government may reject any or all proposals received and/or terminate the selection process.

HOW TO SUBMIT A PROPOSAL

Site Visit

The Service will hold an in-person site visit for those interested in bidding on this opportunity on the date listed on page 2 of this Prospectus. The Service will not provide a virtual tour. The site visit will provide an overview of the concession operation along with a tour of the concession facilities. If you would like more information, please contact:

J.N. "Ding" Darling National Wildlife Refuge
Concessions Manager,
1 Wildlife Drive
Sanibel, FL 33957
(239-472-1100
DingDarling@FWS.gov

Offeror's Transmittal Letter

Submit the Offeror's Transmittal Letter (Appendix F) with your full proposal by February 28, 2024. The Offeror's Transmittal Letter set forth in Appendix F is your acceptance of the terms and conditions of the concession opportunity as set forth in this Prospectus. It indicates your intention to comply with the terms and conditions of the Contract. **The letter, submitted without alteration, must bear original signatures.** The Service will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus.

Information to be Provided in the Proposal:

Detailed information on how to prepare your proposal can be found in Appendix C Project Proposal section to this Prospectus.

There are 5 section factors that need to be addressed in the proposal:

1. The technical approach of the proposal to the objectives, as described in the prospectus and draft concessions contract, of protecting, conserving and preserving resources of the refuge.
2. The technical approach of the proposal to the objectives, as described in the prospectus and draft concessions contract, of providing the necessary and appropriate visitor services at reasonable rates.
3. The experience and related background of the offeror, including past performance and expertise of the offeror in providing the same or similar visitor services as those to be provided under the Concession Contract.
4. Financial capabilities of the offeror to carry out its proposal
5. The Amount of the proposed minimum franchise fee and percentage of gross receipts and other forms of financial consideration to the Regional Director.

Criteria for Evaluation of Offers and Selection

The U.S. Fish and Wildlife Service will use the following criteria to evaluate all proposals for concession operations on Service lands:

- A. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the Concession Contract successfully. The Service shall evaluate all proposals to assess their relative qualities solely on the factors specified in the Prospectus. Evaluation shall be conducted using weighted factors. The relative strengths, deficiencies, significant weaknesses, and risks supporting proposal evaluation shall be documented in the file. The Service intends to evaluate proposals and make award without discussions. Discussions are defined as negotiations that may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, or other terms of proposed Contract. Award of the Concession Contract will not be subject to discussion.
- B. The Service will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Offeror's proposal. All proposals will be evaluated by a five member Evaluation Panel in accordance with the following factors:
 - The technical approach of the proposal to the objectives, as described in the prospectus and draft concessions contract, of protecting, conserving and preserving resources of the refuge.
 - The technical approach of the proposal to the objectives, as described in the prospectus and draft concessions contract, of providing the necessary and appropriate visitor services at reasonable rates.
 - The experience and related background of the offeror, including past performance and expertise of the offeror in providing the same or similar visitor services as those to be provided under the Concession Contract.
 - Financial capabilities of the offeror to carry out its proposal
 - The Amount of the proposed minimum franchise fee and other forms of financial consideration to the Regional Director.
- C. Listed below is a rating scale using adjectives and a numerical equivalent. The relative weight of each factor described below will be multiplied by this to determine the weighted score.

- 1.0 **Outstanding** – Very comprehensive, in-depth, clear response. Proposal consistently meeting this standard with no omissions. Consistently high quality performance can be expected.
- 0.8 **Excellent** - Extensive detailed response to all requirements similar to outstanding in quality, but with minor area of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas when less than excellent performance might be expected.
- 0.6 **Good** – No deficiencies in the response. Better than acceptable performance can be expected, but in some significant areas, there is an unevenness or spottiness that might impact performance.
- 0.4 **Fair** – The response generally meets requirements but there is no expectation of better than acceptable performance. Deficiencies are confined to areas with minor impact performances and can be corrected during negotiation without major revision to the proposal.
- 0.2 **Poor** – The response fails to meet one or more requirements. Deficiencies exist in significant areas but can be corrected during negotiations with major revisions to the proposal or serious deficiencies exist in areas with more impact.
- 0.0 **Unsatisfactory** – Serious deficiencies exist in significant areas. The proposal cannot be expected to meet the stated requirements without major revisions. The proposal only indicates a willingness to perform in accordance with the requirements document without specifying how or demonstrating the capability to do so. Only vague indications of required capability are present.
- 1.0 **Non-responsive** – Required documents are not provided or the proposal was submitted late.

Selection Factors

1) SELECTION FACTOR 1. THE TECHNICAL APPROACH OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS AND DRAFT CONCESSIONS CONTRACT, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE REFUGE. (0-15 POINTS)

- Subfactor 1(a). Solid Waste Management, Reduction, and Recycling (0-5 points)
- Subfactor 1(b): Protection of Wildlife (0-4 points)
- Subfactor 1(c): Protection of Vegetation in the Refuge (0-3 points)
- Subfactor 1(d). Water and Energy Conservation (0-3 points)

2) SELECTION FACTOR 2. THE TECHNICAL APPROACH OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS AND DRAFT CONCESSIONS CONTRACT, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES. (0 - 30 POINTS)

- Subfactor 2(a). Safe Visitor Experience (0-10 points)
- Subfactor 2(b). Connecting Visitors to Refuge Resources (0-10 points)
- Subfactor 2(c). Training/Instruction (0-7 points)
- Subfactor 2(d). Reservation Management and Reporting Plan (0-3 points)

3) SELECTION FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT. (0-25 POINTS)

- Subfactor 3(a). Operational Experience (0-10 points)
- Subfactor 3(b). Violations or Infractions (0-5 points)
- Subfactor 3(c). Employee Recruitment, Training and Retention Experience (0-10 Points)

4) SELECTION FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL. (0-15 POINTS)

This selection factor has no subfactors. The Service will score the selection factor based upon the entirety of the response.

5) SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE AND OTHER FORMS OF FINANCIAL CONSIDERATION TO THE REGIONAL DIRECTOR. (0-15 POINTS)

A minimum offer of 5% is required, Proposals offering less than 5% will be rejected. Offers of the minimum of 5% will receive 0 points and Maximum of 20% will receive 15 points.

20%	= (15 points),
16-19%	= (13 points),
14-15%	= (10 points),
12-13%	= (7 points),
6-11%	= (1-6 points),
5%	= (0 points),
< 5%	= Disqualified

Consideration of Proposals

The Service will consider all proposals submitted where the offeror agrees to all of the conditions of the agreement and the prospectus and provides all information specified in the solicitation necessary for evaluation by the deadline stated above.

Freedom of Information Act

- A. The Freedom of Information Act (FOIA) allows the public to gain access to Federal agency records except to the extent that such records, or portions of them, are protected from disclosure by one of nine exemptions. Exemption 3 of the FOIA incorporates the disclosure prohibitions that are contained in various other Federal statutes. The "National Defense Authorization Act for Fiscal Year 1997" exempts contract proposals from public disclosure. Exemption 3 therefore allows for proposals to be protected from disclosure. Exemption 4 of the FOIA protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." If a contract contains information that could be harmful to a company if disclosed, that information can potentially be withheld. In order to protect information from disclosure, you must mark the cover page of each copy of the proposal with the following:

Exemption 3 of the Freedom of Information Act (FOIA) (5 U.S.C. 552(b)(3)) permits the withholding of information prohibited from disclosure by another statute. Pursuant to the "National Defense Authorization Act for Fiscal Year 1997," (Section 821 of P.L. 104-201), contract proposals may be exempted from such public disclosure in accordance with the FOIA.

- B. In the event that the contract is awarded to the offeror, information submitted during the proposal stage that is included in the successful contract may be subject to disclosure under the FOIA. If the Service receives a FOIA request for such information, we will consult with the offeror. It is in the best interest of the offeror (prior to or upon award of a successful contract) to indicate what information they believe to be exempt under 5 U.S.C. 552(b)(4), which allows the withholding of "trade secrets and commercial or financial information." The offeror should also provide an explanation of which parts of the contract (what information) would put them at a competitive disadvantage if released, and which information was voluntarily provided (not required as part of the competitive process). Doing so allows the agency to obtain any necessary review by the Office of the Solicitor; and effect the necessary withholdings and defend information that is subject to appeal under the FOIA.