

DEP Contract Review Form

DEP Contract No.:	SPL 31	Original Contract:	X	Amendment No.:
Prog Reference:		Change Order No.:		Funding Increment Increase No.:

CONTRACTOR INFORMATION

Name (Primary): Louisiana State University
 Mailing Address: Wetland Biogeochemistry Institute,
 School of the Coast and Environment

Type:	Services	X	Grant		Commodities		Concession		Other	
DMS Class/Group:	991-915	Procurement Method:	Gov.							

City/State/Zip: Baton Rouge, LA 70803 USA

Are Federal Funds Supporting this Contract? No If yes, specify federal grant and CFDA No. below.

If the answer to the above was "No", are the State funds supporting this Contract being used as much to a federal grant? No If yes, specify the federal grant and CFDA below.

Federal Grant: CFDA: _____

Contact Person: Dr. Irving A. Mendelssohn
 Phone Number: 225-578-6425

Are equipment purchases authorized under this Contract? No Will DEP retain ownership?

Are land purchases authorized under this Contract? No Will DEP/BOT retain ownership?

Name (Secondary): As above
 Mailing Address: As above

Minority Business Utilization
 Information for the Contractor: Certified Minority Business? No Category: _____
 Registered Minority Business? No Category: _____

City/State/Zip: As above

Contract Period: Begin Date: 11/11/03 End Date: 10/11/05

Contact Person: Dr. Robert P. Gambrell, Director

Subject/ Brief Description of Contract:

Phone Number: 225-578-6426
 EFFECTS OF SULFATE LOADING ON GROWTH RESPONSE OF *TYPHA DOMINGENSIS* AND
CLADITHUM JAMAICENSE IN THE EVERGLADES

FEID No.: As above

Funding Information:

Ceiling Amount:	\$ 194,183	Current Funding Amt:	\$69,121
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Note: For projects containing an object code of 75XXXX, the CSFA must be completed by Type to be completed by Procurement Section.

Specify County where work is being performed:
 Journal Transfer Information (29 digit account code, if applicable):

Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount
31250201002	LY	050001	030000	03/04	132600			3200		8567		\$ 69,121

Contract Management Information:	Division/District:	Resource Assessment & Management	Bureau/Office:	Mercury and Applied Science
Contract/Project Manager:	Donald Axelrad, Ph.D.	Telephone No. of Manager:	850 245-8305	MS#: 6540

Contract Review Approved By/Signature: _____ Date Approved: 11-13-03

Contact Manager: _____

Budget Representative: _____

Division Chief: _____

Div/District Director: _____

Quality Assurance: _____

Contracts Administrator: _____

General Counsel: _____

Division/District R/M: _____

Department CIO: _____

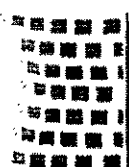
Identify Delegation of Authority for Person Executing Contract: _____

Produced 9/12/2003

* Advised against accepting LSW's conflict language 9/16/04 to pm

Vendor Relationship - Checklist Completed.

* Review/Approval by the Office of General Counsel not required for state funded activities which utilize DEP 55-205 and are not in excess of Purchasing Category Type.



myMarketPlace

Notice of Transaction Fee Exemption

Form PUR 3777 (7/03)

Date	OCT. 30, 2003
Agency	Dept. OF Environmental Protection
Contact Name	CINDY RIGGINS
Contact Email	cindy.riggins@dep.state.fl.us
Contact Phone	850/245-2361

Complete this form to exempt a transaction from the Transaction Fee under rule 60A-1.032

Pre "go live" agency: Retain completed form until contract loading during implementation

Post "go live" agency: Email completed form to VendorHelp@myflorida.com

NOTE: Exemption under paragraph (2) of the rule requires DMS approval – please use form PUR 3778.

TRANSACTION INFORMATION:

Vendor Name : LOUISIANA STATE UNIVERSITY

Tax Id No. 72-6000848 Sequence #

Purchase Agreement No.: SP631

BASIS FOR EXEMPTION:

- Transaction pre-dates effective date of rule 60A-1.031 ☐
- Emergency transaction per rule 60A-1.032(3) ☐
- Categorical exemption per rule 60A-1.032(1) ☐ (Specify below)
- ☐ (a) Procurement under section 337.11, Florida Statutes
- ☐ (b) Procurement under section 287.055, Florida Statutes
- ☐ (c) Procurement under Chapter 255, Florida Statutes
- ☐ (d) Transaction with a non-profit entity
- ☒ (e) Transaction with another governmental agency
- ☐ (f) Transaction with required sole provider or price paid and payee established by federal or private grant
- ☐ (g) Payment to unregistered vendor under Rule 60A-1.030(3)
- ☐ (h) Payment to vendor in exchange for providing health care services at or below Medicaid rates
- ☐ (i) Disbursement to recipient or sub-recipient; payment to satisfy Maintenance of Efforts requirement; or payment to match federal award

IMPORTANT!!! IMPORTANT!!! IMPORTANT!!!

Separation of Duties Notice

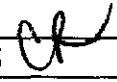
DEP Contract No: SP631 Amendment No. Original
DEP Contract Manager: Donald Axelrad

The attached contract/contract amendment is being routed for review and execution by the Department. Adequate separation of duty is required in the procurement of goods and services by the Department. Please be advised that the subject contract/contract amendment must be executed by a reviewing authority for the DEP Contract Manager who is authorized to execute contracts on behalf of the Department. If the DEP Contract Manager happens to have the delegated authority to execute contracts on behalf of the Department, the DEP Contract Manager **must not execute** the attached contract/contract amendment.

Separation of duties, which is also referred to as segregation of duties, "involves ensuring that individuals do not perform incompatible duties. Duties are considered incompatible from a control standpoint when it is possible for an individual to commit an error or irregularity and then be in a position to conceal it in the normal course of his or her duties."¹

¹Boynton, William C. and Kell, Walter G., *Modern Auditing*, 6th ed., New York: John Wiley & Sons, Inc.,

If you have any questions regarding this notice, please contact the Procurement Section representative identified below for assistance.

Procurement Section Rep: CINDY RIGGINS 	Phone: 850/245-2361
Date: November 10, 2003	SunCom: 205-2361

CONTRACT

THIS CONTRACT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND A&M COLLEGE, whose address is 330 Thomas Boyd Hall, Baton Rouge, Louisiana 70803, (hereinafter referred to as the "Contractor") a State University, to pursue studies of the effects of sulfate loading on growth response of *Typha Domingensis* and *Cladium Jamaicense* in the Everglades.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to pursue studies of the effects of sulfate loading on growth response of *Typha Domingensis* and *Cladium Jamaicense* in the Everglades as defined herein and the Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract, Attachment A, Scope of Services and all attachments named herein which are attached hereof and made a part hereof.
2. Any and all equipment, products or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4.
 - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on fixed price basis. It is hereby understood and agreed that the compensation under this Contract shall not exceed \$194,183. The initial funding increment provided under this Contract is set at \$69,121. Based upon continued satisfactory performance by the Contractor and annual appropriations by the Legislature, the Department reserves the right to provide increments of funding on an "as needed" basis. The Contractor shall be notified, by certified letter from the Director, Division of Resource Assessment and Management, of any additional increments of funding. In no event shall the Contractor continue to perform services once the authorized funding increment amount of the Contract has been reached. Travel expenses are included in the fixed price amount of this Contract.
 - B. The Contractor shall submit invoices on a quarterly basis, in conjunction with progress reports as required herein, based on the percentage of project completion. Each invoice must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. For purposes of this Contract, this shall mean that the invoice must be submitted on Contractor letterhead and include the following information: Contractor's name and address, DEP Contract No., period of service covered by the invoice, and the percentage of the project completed during the invoice period of service covered by this invoice multiplied by the total project cost to get the invoice total. A final invoice must be submitted no later than thirty (30) days after the completion date of the Contract, to assure the availability of funding.
5. This Contract shall begin upon execution by all parties and shall remain in effect for a period of thirty (30) months from the date of execution. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and

conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.
8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850/245-2361.
9. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by the Department of its sovereign immunity or the provisions of Section 768.28, Florida Statutes or by the Contractor of the protections afforded under applicable Louisiana law.
10. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide sixty (60) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. In the event of termination for failure to perform, the Contractor shall be compensated for work satisfactorily completed.

The parties hereto may terminate this Contract for convenience as evidenced by formal amendment which clearly describes the basis for the termination. In the event of termination for convenience, the Contractor shall be compensated for allowable costs incurred including noncancellable commitments through date of termination.

In the event that the Contract Manager, Dr. Irvin Mendelssohn, becomes unable or unwilling to continue work under the Contract, and a mutually acceptable substitute is not available, the Contractor and the Department shall each have the option to terminate the Contract by formal amendment which clearly describes the basis for the termination.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 11.

11. Any and all notices shall be delivered to the parties at the following addresses:

Contractor
Dr. Irvin A. Mendelssohn
Louisiana State University
Wetland Biogeochemistry Institute
School of the Coast and Environment
Baton Rouge, Louisiana 70803

Department
Dr. Donald M. Axelrad
Mercury and Applied Science
Florida Department of Environmental
Protection
2600 Blalrstone Road
Tallahassee, Florida 32399-2400

12. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
13. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.
14. The Department's Contract Manager is Dr. Donald Axelrad, Environmental Administrator, Phone (850) 245-8306. The Contractor's Contract Manager is Dr. Irvin Mendelssohn, Professor of Oceanography Coastal Science, Phone (225) 578-6425. All matters shall be directed to the Contract Managers for appropriate action or disposition.
15. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
16. The Contractor covenants that its Contract Manager presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
17. The Contract shall be construed under applicable laws. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.
18. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
19. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
20. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

21. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. 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 business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
22. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
23. The Contractor shall not subcontract, assign, or transfer any work under this Contract.
24. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project. Such self-insurance program or insurance coverage shall comply fully with the applicable Workers' Compensation law. The Contractor assures that all employees involved in the conduct of work on the project shall be covered by Workers' Compensation Insurance.
25. The Contractor warrants and represents that it is self-funded for liability insurance, ~~appropriate and allowable under Florida law~~, and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. *KB*
SPC
26. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and Attachment B, Quality Assurance Requirement for Department Contracts.
27. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Contract.
28. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require formal amendment to this Contract.
29. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, 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 from the date of being placed on the convicted vendor list.
30. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges

that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations.

31. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract 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 Contract, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

LOUISIANA STATE UNIVERSITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: James S. Bates *js*
Title: _____

By: Lisa Polak Edgson
Director, Division of Resource Assessment
and Management

*Added
11/3/03*

Date: 11/14/03

Date: 11-13-03

For Thomas O. Axelrad, DEP Contract Manager *Don Axelrad*

Ruth Heggen
DEP Contracts Administrator

FEID No.:72-6000848

Wetland Biogeochemistry Institute
School of the Coast and Environment
Baton Rouge, LA 70803

Approved as to form and legality:

Marsha G
DEP Attorney

List of attachments/exhibits included as part of this Contract:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Scope of Services (5 Pages)
Attachment	B	Quality Assurance Requirements for Department Contracts (3 Pages)

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ATTACHMENT A

SCOPE OF SERVICES

The Florida Everglades, one of the world's best-known oligotrophic wetland systems, has undergone dramatic changes since the early 1900s (Maltby and Dugan, 1994). The "River of Grass", once extending from Lake Okeechobee to Florida Bay, has been hydrologically fragmented, resulting in an alteration of the natural hydroperiod of the Everglades (Worth, 1988; Myers and Ewel, 1991; Light and Dineen, 1994). Also, the runoff of nutrients, particularly phosphorus (P), from fertilized agricultural fields adjacent to the Everglades has caused site-specific eutrophication (Belanger et al., 1989; Davis, 1989; Nearhoof, 1992; Davis, 1994). Concurrent with hydroperiod and nutrient alterations, the Everglades system has been influenced by introduced exotic plants (Bodle et al., 1994), increased fire frequency (Bancroft, 1976; Steward and Ornes, 1983; Gunderson and Snyder, 1994), drought and other disturbances (Hofstetter, 1976; Swift and Nicholas, 1987; Davis and Ogden, 1994).

In particular, two impacts to the Everglades, (1) the expansion of *Typha domingensis* (cattail) into areas previously occupied by the historic dominant *Cladium jamaicense* (sawgrass) and (2) mercury contamination in the Everglades biota, are of primary concern and have received considerable attention. The *Typha* expansion has been attributed to phosphorus enrichment from agricultural runoff and to altered hydroperiods resulting from water management activities (see Davis and Ogden 1994; Busch et al. 1998, Miao and DeBusk 1999). The mercury problem (Arfstrom, et al. 2000) is controlled, in part, by the biochemical reduction of sulfate, originating from agricultural runoff that enhances the methylation of natural inputs of mercury, making it more bioavailable. Interestingly, these two perturbations, *Typha* expansion and mercury contamination, which superficially appear unrelated, may be intimately associated.

The extent of mercury uptake by Everglades's biota is primarily a function of the production of methyl mercury that results from microbially mediated sulfate reduction. The sulfate mostly originates from agricultural runoff into the Everglades. A major end product of sulfate reduction is hydrogen sulfide, a known plant toxin (Koch and Mendelssohn 1989, Mendelssohn and McKee 1988). Dissolved sulfide may reduce the ability of oxygen to penetrate to macrophyte roots, can react with metals to make them unavailable for plant uptake, can inhibit root energy production and the active uptake of plant nutrients, and can have negative biochemical effects on other aspects of plant metabolism (Mendelssohn and Morris 2000).

Although most wetland plants can detoxify H_2S in the oxidized rhizosphere surrounding the roots (Mendelssohn and Postek, 1982; McKee et al. 1988), the extent of detoxification does differ with the plant species' ability to create an oxidized rhizosphere (McKee et al. 1988, Chabbi et al. 2000). It has been clearly demonstrated that *Typha* has a significantly greater ability to transport oxygen to its roots and to produce a more extensive oxidized rhizosphere than *Cladium* (Sorrell et al. 2000; Chabbi et al. 2000). Hence, *Cladium* may be more sensitive to H_2S production than *Typha* because of the formers lesser ability to generate an oxidized rhizosphere and to, thereby, oxidize toxic H_2S to non-toxic sulfate. As a result, *Typha* dominance in areas of the Everglades receiving agricultural runoff may be, at least in part, due to a greater tolerance to sulfide. Hitherto, *Typha* expansion in the Everglades has been linked to P-enrichment from agricultural runoff and lengthened hydroperiods due to altered hydrology. Therefore, both mercury accumulation in Everglades' biota and *Typha* expansion into native *Cladium* marshes may be a response to sulfate enrichment and its subsequent reduction to H_2S , stimulating methylmercury production and potentially promoting plant species change. However, the Contractor has no direct evidence that *Typha* is indeed more tolerant to sulfide than *Cladium* and that sulfate loading to the Everglades will generate sulfide levels high enough to be growth limiting to either of these species. Hence, the proposed research will address these two questions.

OBJECTIVES AND HYPOTHESES

Specifically, the Contractor shall determine (1) the extent to which different levels of sulfate loading to the freshwater Everglades will affect the growth and photosynthetic responses of *Typha* and *Cladium* and (2) if these responses differ in the two species.

The Contractor hypothesizes that:

1. Sulfate loading will have no significant effect on plant response.

Two alternate hypotheses are:

2. Sulfate loading will affect *Cladium* more than *Typha*.
3. Sulfate loading will affect both species equally.

The research will be conducted in the sulfate-dosing mesocosms installed in WCA-3A by Dr. William Orem, United States Geological Survey, and associates for the purpose of evaluating methyl mercury production. All research conducted as part of the proposed research will be done in co-ordination with Dr. Orem.

MATERIALS AND METHODS

EXPERIMENTAL DESIGN

The proposed 2003-2005 sulfide toxicity mesocosm experiment will be conducted in WCA-3A, site 15, in the central Everglades. This site has previously shown to exhibit high rates of methylmercury production (W. Orem, proposal). The Contractor will employ mesocosms and sulfate dosing in both *Typha* and *Cladium* dominated sites in WCA-3A to test the hypothesis that elevated sulfide levels have played an important, yet previously unrecognized, role in the proliferation of cattail in sulfate and phosphate affected areas of the Everglades.

The mesocosms will be installed in the *Typha* and *Cladium* sites and allowed to equilibrate for a period of a couple months. Holes in the sides of the mesocosms will allow exchange of water with the outside during this equilibration period. The experimental design is a randomized complete block in each site with repeated measures analysis over time. Nested within each block will be five sulfate addition treatment-levels: 70 mg/l, 30 mg/l, 10 mg/l, 0 mg/l (mesocosm control), and a 0 mg/l without a mesocosm. Each mesocosm consists of a ca. 1 m diameter ring that is inserted a few centimeters into the soil. These treatment-levels will be replicated three times in three blocks for a total of 30 experimental units (2 species x 5 sulfate loading levels x 3 blocks [reps]). Three to five subsamples, depending on particular response variable, will be sampled within each experimental unit during each sampling event.

Sulfate added to each mesocosm will be calculated based on the volume of water at the time of the dosing, and the amount needed to bring the mesocosms up to the desired concentrations. Sulfate additions, which will be done by Dr. Orem's team, will initially be conducted biweekly, and sulfate concentrations monitored to determine future addition needs. Measurements of surface and porewaters for various cations, anions and other environmental data are described in Dr. Orem's proposal and will be conducted by his staff. It is anticipated that the toxicological effects to plants may require many months to be detectable, and therefore the Contractor is planning for this experiment to run for at least 2.5 years. At the end of the study, intensive surface water, pore water, sediment, and biological analyses will be made. Coring and removal of plants from the mesocosms for further study will be done at this time.

PLANT RESPONSES

The following measurements of plant response will be conducted in each of the experimental units (mesocosms and controls) subjected to the previously described treatment-levels. It is estimated that field trips to the site will be made three times in years 1 and 2, and once in year 3.

Physiological Estimates of Plant Response:

Leaf Carbon Dioxide Exchange Rate and Transpiration. Net CO₂ uptake is a measure of net photosynthesis, which in turn can be used to estimate productivity (Bate and Carvin, 1971). Dutton et al. (1988) have shown that net C gain as determined by measurement of CO₂ exchange rates equaled the increase in C content as determined by chemical analysis. Photosynthesis is a process that has physical and chemical components and, as such, is affected by a variety of environmental factors. The measurement of CO₂ uptake has been used in a number of investigations as an instantaneous measure of how a particular plant is responding to stress in terms of its efficiency of radiant energy conversion into plant dry matter (see Lange et al. 1987 and Mendelsohn and McKee 1992 for reviews on stress indicators in plants).

Photosynthesis (net CO₂ exchange rate) will be measured with a portable Infrared gas analysis system (LI-COR, Lincoln, Nebraska; model LI-6400R). The leaf will be clamped into a LICor leaf chamber and the difference in CO₂ concentration between inlet and outlet air measured. Leaf CO₂ concentration and flow, as well as light intensity and temperature, will be controlled. Measurements will be conducted at light saturated photosynthetic conditions, determined after initial field tests. Gas exchange will be determined on a per unit leaf area basis and a per unit mass basis. Calculations will be conducted according to Caemmerer and Farquhar (1981). Assimilation versus light intensity curves as well as assimilation versus CO₂ curves will be determined once each year. Leaf transpiration, the rate of water vapor flux from the leaf, will also be determined simultaneously with photosynthesis as a component of the LICor output.

Leaf Fluorescence. Leaf chlorophyll fluorescence may be used as a measure of photosynthetic reactions occurring in the chloroplasts of stressed plants (Schreiber and Bilger, 1987). Because fluorescence is in competition with other deexcitation processes, which include photosystem II (PS II) photochemistry, its measurement in plant leaves in situ has been developed as a nondestructive and sensitive assay of the functional status of the photosynthetic apparatus.

The "light reactions" of photosynthesis involve light capture by the light harvesting complex (LHC) (Chl a/Chl b protein complex), which subsequently transfers energy to photosystems II and I. Chlorophyll fluorescence has been shown to emanate primarily from Chl a_{II} in PS II (Schreiber and Bilger, 1987). Because the energy conversion that takes place in PS II is reflected in the fluorescence yield and PS II excitation is linked to energy transfers in the other components of the photosynthetic apparatus, any decrease in photochemistry will result in an increase in fluorescence. Fluorescence measurement has been used to quantify changes in the photosynthetic apparatus as a result of heat stress (Renger and Schreiber, 1986), water stress (Havaux and Lannoye, 1983), heavy metal stress (Mendelsohn et al. 2001), and others. Fluorescence as a stress indicator is applicable to any stressor that exerts an effect on the balance between photochemistry and fluorescence.

Chlorophyll fluorescence will be determined on intact leaves with the previously described LI-6400, which contains a chlorophyll fluorescence measurement system. Prior to measurement, the leaf will be dark adapted for at least 20 minutes using a dark-adapting clip specially designed for the LI-6400. The actinic light level for all measurements will be held constant at a light intensity determined by initial tests. The following kinetic parameters will be determined: (1) The ratio of variable fluorescence (Fv) to maximal fluorescence (Fm), which is highly correlated to the quantum yield of Photosystem II and is typically used

as an estimation of quantum efficiency, (2) initial fluorescence (Fo) and (3) photochemical (qP) and non-photochemical (qN) quenching.

Growth Estimates of Plant Response

Leaf elongation. Leaf elongation will be determined on shoots that are neither newly emergent nor fully expanded, but approximately one third expanded. Distance from the tip of the leaf to a fixed point on the plant will be measured over a 3-5 day time interval. This method has been used successfully with other plants and produced results that correlated closely with changes in aboveground biomass and photosynthesis (Hester and Mendelssohn, 1990).

Cumulative stem height. The height of all stems within a 0.25m² quadrat within each mesocosm will be measured during each sampling event. Cumulative height is a good non-destructive surrogate for plant aboveground biomass. Changes in cumulative plant height between sampling events will be used to derive relative growth rate ($RGR = \ln CH_2 - \ln CH_1 / \text{time}$, where CH_2 is the cumulative height at time 2 and CH_1 is the cumulative height at time 1, $\ln$ is the natural log, and time is in days).

Stem density. The number of stems per unit area will also be sampled in each mesocosm and new stems produced between each sampling event quantified as a measure of vegetative reproduction.

Aboveground biomass and turnover. At the end of the experiment the plants will be harvested in the 0.25 m² plots within each mesocosm, separated into live and dead aboveground parts, dried to a constant mass at 65° C, and weighed. Individual plants will be tagged and turnover rate determined. Biomass will be used in conjunction with turnover rate to estimate net aboveground primary production.

Belowground production. The method of Gallagher et al. (1984) for determining belowground biomass production in salt marshes will be used. Root and rhizome free soil (commercial low nutrient peat) will be introduced into cylindrical holes (16 cm diameter x 50 cm deep) in which new root and rhizome production can occur. This work will be conducted in the later part of the second year and root production allowed to occur for a six-month period. At the time of sampling, the core tube will be reinserted into the hole and the core collected. Samples will be washed of all soil, and separated into live and dead categories by species, and productivity calculated using changes in live and dead biomass between initial and final sampling times (Gallagher et al. 1984). This technique, which has been successfully employed in salt marshes (Gallagher et al. 1984), will provide a relative measure of belowground production among the sulfate loading treatments.

Plant Tissue Sulfur. Once in each of the first two years, plant samples will be collected to measure total sulfur concentration. Although funds have not been allocated for these analyses, it is anticipated that the USGS component of the overall study will cover these expenses.

Resilience as a Measure of Plant Vigor

The degree to which sulfate loading may be affecting the Everglades vegetation will also be determined by assessing the differential ability of the treatment-affected vegetation to recover from disturbance, i.e., its resilience. The Contractor hypothesizes that sulfate loading will reduce the resilience of the less sulfide-tolerant vegetation. System vigor or health has been defined as the ability to recover from disturbance (Haskell et al. 1992, Kar and Dudley 1981). At the end of the dosing, experimental disturbances will be randomly applied to half of area of each mesocosm and the rate of vegetative recovery measured. The disturbance will be of a moderate intensity and will be generated by clipping the vegetation at ground level. This type of disturbance removes aboveground vegetation but leaves the belowground organs intact and is similar to disturbance by herbivory or fire. Vegetation vigor will be assessed by evaluating the rate of recovery of structural components such as biomass, density, and

height. This method has been successful in assessing the health of wetland vegetation along a submergence stress gradient in coastal Louisiana (Mendelssohn and Slocum, in preparation).

SCHEDULE

The research is proposed for a 2.5-year period beginning in November 2003. During fiscal years 2003/2004 and 2004/2005 three sampling trips will be conducted each year. A final sampling event will occur in fiscal year 2005/2006 (Table 1).

DELIVERABLES

Quarterly progress reports will be delivered to the Florida Department of Environmental Protection (FL DEP) every three months. Yearly data reports, summarizing the findings for that year, will also be presented at the end of each fiscal year, and a final report will be submitted one month prior to the termination of the contract. The Final Report will be submitted to FL DEP within 45 days of submission of the Draft Report. The final report will be in the form of a research manuscript that can be rapidly disseminated to both the scientific and resource management community.

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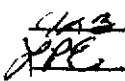
Table 1. Milestone Chart – Assessments of plant vigor and growth response*.

	---2003--- -----2004-----2005-----														
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
<u>Physiological Assessments</u>															
Photosynthesis	X			X				X				X			
Transpiration	X			X				X				X			
Fluorescence	X			X				X				X			
<u>Growth Assessments</u>															
Stem Elongation	X			X				X				X			
Cumulative Stem Height	X			X				X				X			
Stem Density	X			X				X				X			
Aboveground Biomass								X							
Root production								X							
<u>Resilience Assessment</u>								X							
<u>Data Entry and Analyses</u>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Final Report Preparation</u>												X	X	X	X
<u>Quarterly Reports</u>		X			X	X		X	X		X	X		X	X
<u>Final Report</u>															X

*Although the number of sampling events are fixed, the time of these events will be a function of the sampling schedule of Dr. William Orem, USGS.

ATTACHMENT B

QUALITY ASSURANCE REQUIREMENTS FOR DEPARTMENT CONTRACTS

1. All sampling and analyses performed under this Contract must conform to the applicable requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and the document "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. LABORATORIES - All laboratory activities performed under this contract must conform to procedures set forth in the Sampling and Analysis Plan (Section 6 of this attachment) and all applicable portions of the document "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
3. FIELD ACTIVITIES - All ^{field} ~~laboratory~~ activities performed under this contract must conform to procedures set forth in the Sampling and Analysis Plan (Section 6 of this attachment) and all applicable portions of the document "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002. 
4. REPORTING, DOCUMENTATION AND RECORDS RETENTION
 - a. All laboratory and field records as specified in Chapter 62-160, F.A.C. shall be retained for a minimum of five years after the project completion.
 - b. The Contractor shall require that the laboratory provide additional information to satisfy the Tier 1 (basic reporting options) validation requirements as outlined in DEP-QA-002/02.
 - c. All applicable data qualifier codes as mandated by Chapter 62-160, F.A.C. and included in DEP-QA-002/02 shall be used.
 - e. The Contractor shall adhere to the documentation and records requirements for project data contained in DEP-QA-002/02.
 - f. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved.
5. AUDITS
 - a. AUDITS BY THE DEPARTMENT - Pursuant to 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the Contractor, upon request, must provide the Department with the requested information, including the raw analytical data for all analyses of a sample (regardless of whether the data are reported). If an audit by the Department results in a determination that the data are not usable for the proposed purpose, the Department reserves the right to terminate the contract.

b. **PLANNING REVIEW AUDITS –**

1. Initial: Within one month after the second sampling and analysis event has been completed (including all analyses), the Contractor and all associated subcontractors shall review the planning document (see 6 below) relative to the field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling design or schedule. A summary of the review, including any corrective action plans or amendments to the planning document shall be sent to the DEP Contract Manager within one month of the review, and a copy shall be maintained with the permanent project records.
 2. Ongoing: Planning reviews as described in 1 above shall occur annually.
- c. **QUALITY SYSTEMS AUDITS –** The Contractor and all subcontractors shall ensure that the required laboratory and field quality system and management systems audits are performed, and documented in the organization's records.
- d. **STATEMENTS OF USABILITY –** As a part of the audit process and the final report, the Contractor shall provide statements about data usability relative to the Project Data Quality Objectives and Data Quality Indicators

6. **PLANNING DOCUMENTS**

- a. Within 30 days of contract execution, the Contractor shall submit a detailed project proposal or sampling and analysis plan that discusses the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract, DEP-QA-002/02" and the additional topics specified in 62-160.600, F.A.C.
- b. The Contractor and affected subcontractors have three (3) opportunities to submit an acceptable sampling and analysis plan to the Department. If any plan fails the approval process three (3) times, the Department may terminate the Contract in its entirety. Failure to provide acceptable Sampling and Analysis Plans as required will result in suspension or termination of this Contract.
- c. The DEP Contract Number shall appear on the title page of the submitted document. Within forty-five (45) days of receipt of properly identified documents by the Department, the Department shall review and either approve the document, or provide comments to the Contractor and affected subcontractors as to why the Plan is not approved. If further revisions are needed, the Contractor shall then have fifteen (15) days from the receipt of such comments to respond. The Department shall respond to all revisions within 30 days of receipt.
- d. If Plan review is delayed, through no fault of the Contractor, beyond sixty (60) days after the Plan is received by the Department, the Contractor shall have the option, after the Plan is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period that review was delayed. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- e. Sampling and analysis may not begin until the Plan has been approved.
- f. Once approved, the Contractor shall follow the protocols specified in the approved Plan including, but not limited to:
 1. Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 2. Using only the protocols approved in the Plan; and

3. Using only the equipment approved in the Plan.
- g. If any significant changes such as changes in procedures or test methods, changes in organizations, or changes in key personnel occur, the Contractor shall submit appropriate amendments to the Department Contract Manager for review and inclusion into the Sampling and Analysis Plan. Failure to submit the required amendments or to meet any of the above-stated conditions may result in the decision by the Department Contract Manager to suspend or terminate the Contract.

7. DELIVERABLES

- a. The following outlines the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
 1. Planning review audits – As specified in 5.b.
 2. Statement of Usability – As specified in 5.d.
 3. Planning Document – see 6.

Note: All documents referenced in the Attachment are available at the following website:
<http://www.dep.state.fl.us/labs>

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SUMMARY OF CONTRACTUAL SERVICES AGREEMENT/ PURCHASE ORDER

OLO/Department: 37- Dept. of Environmental Protection Agency Contact: _____
 Telephone #: _____
 Total Contract Amount: \$69,121 Total Amount of Previous Payments: 5
 Contract /P.O. #: SP631
 Contractor/Vendor/Payee: The Board of Supervisors of Louisiana State University AND A&M College
 Contract Start Date: EXECUTION Contract End Date: 30 MONTHS from EXECUTION DATE
 Contract Last Signed Date: _____
 Type of Services: RESEARCH SERVICES
 Method of Payment: _____
 Fixed Rate ☒ Lump Sum _____ Cost Reimbursement _____ Cost Plus (any combination of these) _____ Advance Funded _____

Deliverables Including Minimum Performance Standards	Payment Amount

Method of Procurement: ITB _____ RFP _____ ITN _____ Reference # _____
 Single/Sole Source _____ Emergency Certification _____
 Other (Specify) EXEMPT- STATE UNIVERSITY

Management Controls:

- (a) All the above information is true and correct; the undersigned management represents that controls are in place to insure that goods/services are received and payments are made in accordance with contract terms.
- (b) All completed work will be verified in a certified statement signed by the contract manager or higher authority prior to payment. The undersigned understands that the office of the State Chief Financial Officer reserves the right to either appoint special contract monitors or to conduct periodic site post-audits of any contracts.

Management Name (please print) _____
 Management Approval Signature _____
 Management Approval Date _____

Revised 10/2003

CONTRACT PROVISIONS

- ☒ Written Document* (Contract or Purchase Order) [287.058(4)]
☒ Deliverables/Reports* [287.058 (1)(d)]
☒ Final Completion/Contract Term* [287.058 (1)(e)]
☒ Renewal Provision* [287.058 (1)(f)]
☒ Execution Date/Signature Page* [287.058(2)]
- ☒ Public Entity Crime* [287.133]
☒ Unilateral Cancellation - Ch 119* [287.058(1)(c)]
☒ Type of business entity
☒ Travel* 287.058 (1)(b), F. S.
☒ Fixed Price
☐ No Travel Authorized
☐ 112.061, F. S.
- ☐ PRIDE Provision 946.515 (6) F. S. (non-profit & profit organizations)
☐ RESPECT Provision 413.036(3) F. S. (non-profit & profit organizations)
☐ Provision for Use of State Funds to Purchase or Improve Real Property 287.05805 F.S.
- ☒ Delivery of Notices
☒ Waiver of Rights
☒ Change Orders
☒ Independent Contractor
☒ Third Party Rights
☒ Discrimination* [287.134]
☒ General Provision
☒ Discriminatory Vendor List
- ☒ Contingency Fee 287.055 (6), F. S.
☒ Subcontracting
☐ Not authorized ~~w/o DEP approval~~
☐ Authorized w/o DEP approval
☐ Contractor is responsible to pay all subcontractors
- ☒ Insurance Coverage
☒ Worker's Comp
☒ Private Companies coverage (in addition to Worker's Comp)
☐ Professional
☐ Other
- ☐ Audit Language for Grants and Aids 215.97, F. S.]
☐ Lobbying Language for Grant and Aids [216.347, F.S.]
☐ Truth in Negotiation 287.055 (5)(a)
☒ ENTIRE Agreement
☐ Lobbying Language (Federal Agreements may require 2 separate provisions)
☐ Agreements \$100,000 and over (standard clause)
☐ Subcontracting (all federal contracts) Lobbying Disclosure Act of 1995
- ☐ MBE Language:
☐ MBE Tracking:
☐ Debarrred Suspended Form
- ☐ State
☐ State
☐ Drug Free Workplace
- ☒ Annual Appropriation* [287.0582]
☒ Pre & Post Audit/Submission of Invoice* [287.058(1)(a)]
☒ Prompt Payment/Vendor Ombudsman* [215.422(5)]
- ☐ Mental Health Only* [287.058(3)]
☐ 5% Overhead (universities, community college system & state agencies) 216.346, F. S.
☒ Indemnification
☒ Private or non-profit organizations
☐ State of Florida Governmental Agencies
☐ Federal Gov't/State Agencies outside Florida
- ☒ Choice of Law/Forum
☒ Conflict of Interest
☒ Audit Language
☒ Sovereignty of the State (Exempt from Taxes)
☒ Termination for failure to perform
☒ Identification of the Contract Manager, Title, Phone No.
- ☐ Quality Assurance (when applicable, as required)
☒ Safety
☒ Alien Provision
☐ Year 2000
- ☒ Equipment Purchases [Rule 60A-1.017]
☐ Equipment Purchases Authorized (Non-expendable over \$1,000.00 and over.)
☐ Property Reporting Form (Attachment ____)
☒ Equipment Purchases not authorized
- ☐ Non-current Wage Rate Clause (recover after audit)

*Required Provisions

DEP Contracts Administrator Use Only

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Executive Office of the Governor's website (<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations¹ after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2)(r), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

¹ A non-state organization is defined as a nonprofit organization, for-profit organization (including sole proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: Louisiana State University, Wetland Biogeochemistry Institute

Type of Non-state Organization: Non-profit

(i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)

Awarding Agency: Department of Environmental Protection

Title of State Project: Effects of sulfate loading on Typha & Cladium in the Everglades

Catalog of State Financial Assistance (CSFA) Number: _____

Contract/Grant/Agreement Number: SP631

PART A

YES	NO	
☐	☒	1. Is the non-state organization a district school board, charter school, community college, government/public university outside of Florida or a Federal agency?
☐	☒	2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(4) F.S.)?
☐	☒	3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
☐	☒	4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ² resources that meet all of the following criteria?
☐	☐	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
☐	☐	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
☐	☐	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

² MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

If **any** of 1-4 above is **yes**, the recipient/vendor relationship determination does not need to be completed because the **FSAA is not applicable to the non-state organization**.

PART B**Recipient/Vendor Relationship Determination:**

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

YES NO

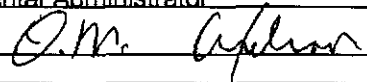
- ☐ ☒ 1. Does State law or legislative proviso create the non-state organization to carry out this State Project?
☐ ☒ 2. Is the non-state organization required to provide matching resources not related to a Federal Program?
☐ ☒ 3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.)
☐ ☒ 4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.)
☐ ☒ 5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.)

If **any** of the above is **yes**, there is a **recipient/subrecipient relationship** and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

PART C

Based on your analysis of the responses above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization:

(Check one) **Recipient/Subrecipient:** _____ **Vendor:** ☒ _____ **Exempt Organization:** _____

Comments:**Print Name:** Donald M. Axelrad, Ph.D. _____**Telephone Number:** 245-8306 _____**Title:** Environmental Administrator _____**Signature:**  _____**Date:** September 12, 2003 _____

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Exhibit 1, must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state organization.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Executive Office of the Governor, Office of Policy and Budget, Budget Management Policy Unit at (850) 487-3832 or Suncom 277-3832. Reference may be made to Rule 27D-1, FAC.

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