

DEP Contract Review Form

DEP Contract No.: SP639 Original Contract: XX Amendment No.:
 Prog Reference: Change Order No: Funding Increment Increase No.:

CONTRACTOR INFORMATION

Name (Primary): SMITHSONIAN INSTITUTION
 Mailing Address: SUITE 9200
 750 9th STREET NW

Type: Services ☒ Grant ☐ Commodities ☐ Concession ☐ Other ☐

City/State/Zip: WASHINGTON, D.C. 20560-0903

DMS Class/Group: 973-360 Procurement Method: Single Source # DEP 04/05 SSA004

Contract Person: MELVA CASWELL

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 match to a federal grant? If yes, specify the federal grant and CFDA below.

Phone Number: (202) 275-0674

Federal Grant: CFDA:

Contractor Fiscal Yr. End

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

FEID No.: 53-0206027

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

Name (Secondary):

Minority Business Utilization Certified Minority Business? No Category:

Mailing Address:

Information for the Contractor: Registered Minority Business? No Category:

City/State/Zip

Contract Period: Begin Date: Execution End Date: JUNE 30, 2006

Contact Person:

Subject/ Brief Description of Contract:

Phone Number:

RESEARCH ON AQUATIC CYCLING OF MERCURY IN THE EVERGLADES

FEID No.:

Funding Information:

Ceiling Amount: \$274,974.74
 Current Funding Amt: \$148,850.84

Note: For projects containing an object code of 75XXXXX, the CSFA must be completed. Rec 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/FEID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount
3775-0201-002	LY	050001	030000	04/05	132600	N/A		3200		8567		\$148,850.84

Contract Management Information: Division/District: Resource Assessment & Management Bureau/Office: MERCURY AND APPLIED SCIENCES

Contract Manager: Approved By - Signature Date Approved: 12/2/04 Identify Delegation of Authority for Person Executing Contract: DEP 125

Budget Representative: Approved By - Signature Date Approved: 12/2/04 Reviewer Comments:

Bureau Chief: Approved By - Signature Date Approved: 12/2/04 MFMP Registered? ☒

Div/District Director: Approved By - Signature Date Approved: 12/2/04 MFMP Exemption Form? ☒

Quality Assurance: Approved By - Signature Date Approved: 11/30/04

Contracts Administrator: Approved By - Signature Date Approved: 11/30/04

General Counsel*: Approved By - Signature Date Approved: 11/30/04

Division/District IRM: Approved By - Signature Date Approved: 11/30/04

Department CIO: Approved By - Signature Date Approved: 11/30/04

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 Three.

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

Separation of Duties Notice

DEP Contract No: SP639 Amendment No.
DEP Contract Manager: Don 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.

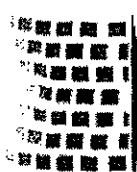
Separation of duties, which is also referred to as segregation of duties, "involves ensuring that individuals do not perform incompatible duties. Duties are considered incompatible from a control standpoint when it is possible for an individual to commit an error or irregularity and then be in a position 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 Contracts Office representative identified below for assistance.

Contracts Office Rep: Ruth Heggen ^{PHS}	Phone: 850/245-2352
Date: 11-29-04	SunCom: 205-2352

NOTE: This Notice is to be maintained in DEP Contract Manager's file.

**Notice of Transaction Fee Exemption**

Form PUR 3777 (7/03)

Date	November 29, 2004
Agency	Environmental Protection
Contact Name	Ruth Heggen
Contact Email	Ruth.Heggen@dep.state.fl.us
Contact Phone	850/245-2352

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 : SMITHSONIAN INSTITUTION

Tax Id No. 53-0206027 Sequence #

Purchase Agreement No.: SP639

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



Welcome: Shelly Kelley

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View Vendor Detail

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General Vendor Information

Vendor Status: Active [Change Vendor Status](#)**Vendor Name:** Smithsonian Marine Station at Fort Pierce**Short Name (Does Business As):****Ariba Network ID:** ☐ Check here to set all location-level ariba network ID's on this page to the ID entered here.**Dun and Bradstreet Number:** 089522580**Website:** <http://www.si.edu>**Federal Tax ID Number:** F530206027**Name that appears on 1099 form:** Smithsonian Institution (NOT CONTESTED) [Change 1099 Name](#)

Contacts

Last Name	First Name	Title	Phone	Email
Foss	Dell	Director, Office of Sponsored Projects	202-275-0840	ospmail@si.edu

Locations

Smithsonian Marine Station

Location Status: Active

[Change Location Status](#)Sequence Number: 23 / Ariba Network Id: **Order From:****Orders:** via FAX
Email: ospmail@si.edu
Fax: 202-275-0497
Contact: Dell Foss**Remit To:****Payment:** via USMAIL
Bank Account:
Fax: 772-461-8154
Contact: Dell Foss**Bill To:****Bill:** via EMAIL
Email: ospmail@si.edu
Fax: 202-275-0497
Contact: Dell FossOffice of Sponsored Projects
PO Box 37012, MRC 903
Washington, DC 20013-7012
United StatesOffice of Sponsored Projects
PO Box 630412
Baltimore, MD 21263-0412
United StatesOffice of Sponsored Projects
PO Box 37012, MRC 903
Washington, DC 20013-7012
United States

Commodity Codes

973-740 RESEARCH SERVICES
924-590 OUTREACH COMMUNITY EDUCATION

Certified Minority Business Enterprise (CMBE) Category

Non-Minority (NOT_VERIFIED) [Edit CMBE Certification Status](#)

Solicitations

Solicitations selection: No

eQuote Selections

Registered for Florida eQuotes: No

eQuote Main Location: Not Specified

eQuote Main Contact: Not Specified

eQuote Billing Contact: Not Specified

FL Terms of Use

Accepted: 7/24/2003 by Joan Kaminski

Reluctant Vendor

Reluctant Vendor: Not Selected

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Vendor Information

SMITHSONIAN INSTITUTION SMITHSONIAN MARINE STATION AT F	
Address	OFFICE OF SPONSORED PROJECTS WASHINGTON DC 200137012
County	00
Status Code	DMS REGISTERED
Minority Code	A
Business Designation	6
Contact Name	DELL FOSS
Phone Number to Contact	(202)275-0840
Email Address	OSPMail@SI.EDU
Vendor Website	HTTP://WWW.SI.EDU
Active/Inactive Code	ACTIVE IN SPURS & SAMAS
Bids State Flag	X
Bids North Flag	
Bids West Flag	
Bids Central Flag	
Bids South Flag	
Input Type Description	MFMP

Email Help Desk
M - F 9:00 am - 5:00 pm Eastern Time.
(850) 921-0997.

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Advertisement Detail

Department of Environmental Protection

Agency Decisions

Notice of Decision to Award a Single Source Contract to the Smithsonian Institute

Advertisement Number: DEP 04/05 SSA004-AD

Version Number: 000

Advertisement Begin Date/Time: 09/13/2004 - 04:00 P.M.

Commodity Code(s):

973-360-000-0000

Description(s):

ENVIRONMENTAL STUDIES SERVICES & CONSULTING SERVICES

THIS IS NOT A SOLICITATION FOR BIDS OR PROPOSALS, IT IS A POSTING OF AN AGENCY DECISION. PLEASE DO NOT SUBMIT A BID OR A NO BID REPLY.

****POSTING IS VALID FOR 72 CONSECUTIVE HOURS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS.

The Department of Environmental Protection (Department) advertised through the DMS Vendor Bid System (VBS) from August 4, 2004 through August 13, 2004, its desire to enter into a single source contract with the Smithsonian Institute (Smithsonian Environmental Research Center) to conduct mesocosm studies to quantify how methylmercury in the Everglades responds to changes. Based on the advertising process, no vendors responded to the advertisement indicating the desire or ability to provide such research services. Therefore, the Department intends to award a single source contract to the Smithsonian Institute, Environmental Research Center (SERC)

Pursuant to Chapter 120.57(3), Florida Statutes, the posting of this Notice of Intended Contract Award will commence on September 13, 2004 at 4:00 p.m. and continue for 72 hours excluding holidays and weekends until September 16, 2004 at 4:00 p.m.

Please click on the related documents link below to see the attached file for a copy of the posting document.

Agency Decisions will be available at:

3600 Commonwealth Blvd., MS 93

Carr Building, Room 235

Tallahassee, FL, 32399 -3000.

Please direct all questions to:

Shelly Kelley

Phone: (850) 245-2361

FAX: (850) 245-2411

Suncom Phone: 205-2361

Suncom FAX: 205-2411

 Email: shelly.kelley@dep.state.fl.us

[Click here to view Original Advertisement.](#)

NOTICE OF INTENDED DECISION
TO ENTER INTO A SINGLE SOURCE CONTRACT
(PUR 7778)

This notice of intended decision to enter into a single source contract is posted in accordance with section 287.057(5)(c), Florida Statutes.

AGENCY Florida Department of Environmental Protection

TITLE Aquatic Cycling of Mercury in the Everglades

CONTACT

Name: Shelly Kelley

Address: Procurement Section, 3800 Commonwealth Blvd., MS#93, Tallahassee, FL 32399-3000

Telephone: 850-245-2351

Email: shelly.kelley@dep.state.fl.us

Internal Tracking number, if any: DEP04/05 SSA004

DMS Single Source number, if applicable 001_DEP

Date Posted: September 13, 2004

Time Posted: 4:00 p.m.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate):

973-360, Environmental Studies Services & Consulting Services

Requestor (division, bureau, office, individual, as appropriate): **Don Axelrad, Mercury Program**

Performance and/or Design Requirements (intended use, function or application, compatibility etc. requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate):

Mecocosm Studies to Quantify How Methylmercury in the Everglades Responds to Changes. The Department requires these services to fulfill its responsibilities under the Everglades Forever Act and the multi-agency Florida Mercury Science Program. The purpose of this project is to investigate the chemical factors that control the biotransformation of inorganic mercury species in Everglades sediments and waters into the toxic bioaccumulative form, methylmercury. This project will be performed using the types of measurements and experiments below:

1. Design, develop and emplace experimental treatment mesocosms in the Florida Everglades marshes and conduct controlled, replicated multi-factorial experiments using amendments of mercury, sulfur, phosphorus and nitrogen, and other cofactors as needed, often as stable isotopes, to ascertain their influence as controls on the in situ production of methylmercury.
2. Using high-resolution ICP-Mass Spectroscopy and other appropriate techniques, analyze appropriate mesocosm constituents to determine the process pathways of microbial uptake and methylation of added inorganic mercury, and influences of ancillary chemical additions on the rates of conversion of inorganic mercury to methylmercury.
3. Biogeochemical modeling of the Hg methylation process, including predictive models for methylation in natural and reconstructed wetlands, under varying hydrologic conditions.

Intended source (vendor, contractor): **Smithsonian Institute (Smithsonian Environmental Research Center)**

Price: **\$300,000**

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate):

The Smithsonian, principally through the skills of Dr. Cynthia Gilmour, and her highly qualified and experienced staff, is uniquely qualified to provide these services. Dr. Gilmour's research group (formerly affiliated with the Academy of Natural Sciences) has been providing key data on Hg concentrations and cycling in the Everglades since 1995 as one of the four principal investigators in the ACME group. As such, Gilmour's group continues to provide needed, cutting edge research on the control of methylmercury (MeHg) production in the Everglades, as well as a unique long-term data set of Hg and MeHg in Everglades soils.

A thorough review of the international scientific literature demonstrates that no other research group other than Dr. Gilmour has the ability to perform the types of measurements and experiments needed, as described below. In addition, a previous single source was granted to Dr. Gilmour's group when they were affiliated with ANSERC.

Continuity in methods, analysis and approach is key to fulfilling DEP's obligations for the control of Hg under the EFA. Thorough review of the scientific literature demonstrates that no US research group outside of the ACME team has the ability to perform the types of measurements and experiments needed as below:

1. Design, develop and emplace experimental treatment mesocosms in the Florida Everglades marshes and conduct controlled, replicated multi-factorial experiments using amendments of mercury, sulfur, phosphorus and nitrogen, and other cofactors as needed, often as stable isotopes, to ascertain their influence as controls on the in situ production of methylmercury.
2. Using high-resolution ICP-Mass Spectroscopy and other appropriate techniques, analyze appropriate mesocosm constituents to determine the process pathways of microbial uptake and methylation of added inorganic mercury, and influences of ancillary chemical additions on the rates of conversion of inorganic mercury to methylmercury.
3. Biogeochemical modeling of the Hg methylation process, including predictive models for methylation in natural and reconstructed wetlands, under varying hydrologic conditions.

Approved By (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing, DMS approver):

Don Axelrad, Requestor
Thomas Atkeson, Requestor Supervisor
Shelly Kelley, Procurement Office
Ruth Heggen, Services Administrator
Gwenn Godfrey, Procurement Administrator
Russ Rothman, DMS Approver

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Kelley, Shelly

From: Clark, Tammy [clarkt@dms.state.fl.us]
Sent: Thursday, September 09, 2004 1:10 PM
To: Kelley, Shelly
Subject: RE: DEP Single Source Request

Your request has been approved.

-----Original Message-----

From: Kelley, Shelly [mailto:Shelly.Kelley@dep.state.fl.us]
Sent: Thursday, September 09, 2004 10:15 AM
To: Singlesource
Subject: DEP Single Source Request

Attached is the pertinent information for the Department's single source request numbered DEP 04/05 SSA004 with Smithsonian Institute.

If you have any questions or need further information, please contact Shelly Kelley at 245-2351 or via email at shelly.kelley@dep.state.fl.us

Shelly W. Kelley
Procurement Section/Contracts
FL Department of Environmental Protection
Telephone: 850-245-2351 Fax: 850-245-2411
Email: shelly.kelley@dep.state.fl.us

9/10/2004

STATE PURCHASING SINGLE SOURCE ROUTING TRANSMITTAL

TRACKING NUMBER: 001_DEP

DATE RECEIVED: 9/09/04

DATE DUE: 9/30/04
(21 DAYS FROM RECEIPT)

DMS REVIEWER: Tammy Clark

REQUESTING AGENCY: DEP

VENDOR: Smithsonian Institute

COMMODITY: 973-360 PRICE: 300,000.00

Checklist (to be completed by specialist):

Agency Approver Verified	☒	_____
Advertisement Attached	☒	_____
7 Business Day Posting Verified	☒	_____
Only Source of Supply for the Commodity	☒	_____
Were Responses Received from other Vendors (Documentation Attached)	☐	If yes, number of responses _____

Single Source documentation located at

S:\PURCHASING\PURCHASING READ ONLY DOCUMENTS\SINGLE SOURCE\02_PENDING SINGLE SOURCE

COMMENTS:

SIGNATURE OF COMPLETION:

DMS Reviewer:

Director/Chief:

Tammy L. Clark 9/9/04
Russ Kishman 9/9/04

Clark, Tammy

From: Kelley, Shelly [Shelly.Kelley@dep.state.fl.us]

Sent: Thursday, September 09, 2004 10:15 AM

To: Singlesource

Subject: DEP Single Source Request

Attached is the pertinent information for the Department's single source request numbered DEP 04/05 SSA004 with Smithsonian Institute.

If you have any questions or need further information, please contact Shelly Kelley at 245-2351 or via email at shelly.kelley@dep.state.fl.us

Shelly W. Kelley

Procurement Section/Contracts

FL Department of Environmental Protection

Telephone: 850-245-2351 Fax: 850-245-2411

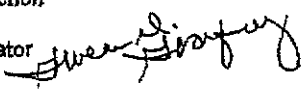
Email: shelly.kelley@dep.state.fl.us

9/9/2004

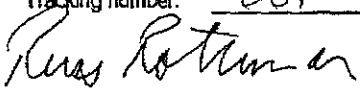
SINGLE SOURCE CERTIFICATION AND REQUEST FOR APPROVAL (PUR 7777)

Instructions: Please fill in the information below. An electronic copy of this form must be submitted to singlesource@dms.state.fl.us, with a copy to the Approver's email address listed below. All requested documents should be attached to the same email. Agencies should not issue Purchase Orders or otherwise enter into contractual agreements with the vendor until receiving approval from the Department of Management Services (unless the 21-day period has passed, indicating Departmental approval pursuant to s. 287.057(5)(c)2., F.S.) Notification of approval or disapproval, or requests for additional information, will come from the email address above and be directed to the email address given in the Agency Contact information below.

For agency use:

Agency Name:	Florida Department of Environmental Protection		
Approver Name & Title:	Gwenn D. Godfrey, Procurement Administrator		
Email:	gwenn.godfrey@dep.state.fl.us		
Contact Name & Title:	Shelly Kelley		
Address:	Procurement Section, 3800 Commonwealth Blvd., MS#93, Tallahassee, FL 32399-3000		
Telephone:	850-245-2351		
Email:	shelly.kelley@dep.state.fl.us		
Agency Tracking number, if any:	DEP 04/05 SSA004		
Previous/Related Single Source number, if any:	DEP03/04 SSA008 (Academy of Natural Sciences Environmental Research Center (ANSERC))		
** The research group that is conducting this study was originally affiliated with ANSERC, however, they have changed organizations and are now affiliated with the Smithsonian Institute.			

For Department of Management Services' use:

Date received:	<u>9/9/04</u>	Response required by:	<u>9/30/04</u>	Tracking number:	<u>001</u>
Date approved:	<u>9/9/04</u>	Date disapproved:	_____		
If disapproved, agency must resubmit entire package for re-approval.					

1. **Attach PUR 7776.** Please attach a copy of the agency's Description of Intended Single Source Purchase (PUR 7776), as posted on the Vendor Bid System with the advertisement, including start and end dates in accordance with s. 287.057(5)(c), F.S.
2. Pursuant to s. 287.057(20), F.S., have all "individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process" signed an Attestation of No Conflict (PUR 7662)?

☐ No
☒ Yes -- see attached
3. Were responses received from other vendors during the advertisement of the single source description?

☒ No
☐ Yes
 If "yes," attach copies of vendor responses, and any written reply by the agency, with a written explanation of the agency's decision to continue with a single source acquisition.
4. Is vendor registered in MyFloridaMarketPlace?

☒ No
☐ Yes
 If "no," cite administrative rule authority for failure to register (see Rule 60A-1.030 -- 60A-1.032.): _____

SINGLE SOURCE CERTIFICATION AND REQUEST FOR APPROVAL (PUR 7777)

Instructions: Please fill in the information below. An electronic copy of this form must be submitted to singlesource@dms.state.fl.us, with a copy to the Approver's email address listed below. All requested documents should be attached to the same email. Agencies should not issue Purchase Orders or otherwise enter into contractual agreements with the vendor until receiving approval from the Department of Management Services (unless the 21-day period has passed, indicating Departmental approval pursuant to s. 287.057(5)(c)2., F.S.) Notification of approval or disapproval, or requests for additional information, will come from the email address above and be directed to the email address given in the Agency Contact information below.

For agency use:

Agency Name: Florida Department of Environmental Protection

Approver Name & Title: Gwenn D. Godfrey, Procurement Administrator
Email: gwenn.godfrey@dep.state.fl.us



Contact Name & Title: Shelly Kelley
Address: Procurement Section, 3800 Commonwealth Blvd., MS#93, Tallahassee, FL 32399-3000
Telephone: 850-245-2351
Email: shelly.kelley@dep.state.fl.us

Agency Tracking number, if any: DEP 04/05 SSA004

Previous/Related Single Source number, if any: DEP03/04 SSA008 (Academy of Natural Sciences Environmental Research Center (ANSERC))

** The research group that is conducting this study was originally affiliated with ANSERC, however, they have changed organizations and are now affiliated with the Smithsonian Institute.

For Department of Management Services' use:

Date received: _____ Response required by: _____ Tracking number: _____
Date approved: _____ Date disapproved: _____

If disapproved, agency must resubmit entire package for re-approval.

1. **Attach PUR 7776.** Please attach a copy of the agency's Description of Intended Single Source Purchase (PUR 7776), as posted on the Vendor Bid System with the advertisement, including start and end dates in accordance with s. 287.057(5)(c), F.S.
2. Pursuant to s. 287.057(20), F.S., have all "individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process" signed an Attestation of No Conflict (PUR 7662)?

☐ No
☒ Yes -- see attached

3. Were responses received from other vendors during the advertisement of the single source description?

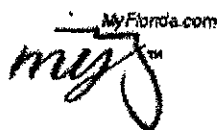
☒ No
☐ Yes

If "yes," attach copies of vendor responses, and any written reply by the agency, with a written explanation of the agency's decision to continue with a single source acquisition.

4. Is vendor registered in MyFloridaMarketPlace?

☐ No
☒ Yes

If "no," cite administrative rule authority for failure to register (see Rule 60A-1.030 – 60A-1.032.): _____


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Advertisement Detail

Department of Environmental Protection

Single Source

Single Source with the Smithsonian Environmental Research Center

Advertisement Number: DEP 04/05 SSA004

Version Number: 000

Advertisement Begin Date/Time: 08/04/2004 - 10:00 A.M.

Commodity Code(s):

973-360-000-0000

Description(s):

ENVIRONMENTAL STUDIES SERVICES & CONSULTING SERVICES

The Department of Environmental Protection (Department), Division of Resource and Assessment Management, Mercury and Applied Science Program, is requesting authority pursuant to Section 60A-1.010 F.A.C to enter into a single source contract with the Smithsonian Environmental Research Center (SERC) to conduct mesocosm studies to quantify how methylmercury in the Everglades responds to changes.

The Department requires these services to fulfill its responsibilities under the Everglades Forever Act and the multi-agency Florida Mercury Science Program. The purpose of this project is to investigate the chemical factors that control the biotransformation of inorganic mercury species in Everglades sediments and waters into the toxic bioaccumulative form, methylmercury. The Smithsonian, principally through the skills of Dr. Cynthia Gilmour, and her highly qualified and experienced staff, is uniquely qualified to provide these services. Dr. Gilmour's research group (formerly the Academy of Natural Sciences) has been providing key data on Hg concentrations and cycling in the Everglades since 1995 as one of the four principal investigators in the ACME group. As such, Gilmour's group continues to provide needed, cutting edge research on the control of methylmercury (MeHg) production in the Everglades, as well as a unique long-term data set of Hg and MeHg in Everglades soils. A thorough review of the international scientific literature demonstrates that no other research group other than Dr. Gilmour has the ability to perform the types of measurements and experiments needed, as described below. In addition, a previous single source was granted to Dr. Gilmour's group when they were affiliated with ANSERC.

Continuity in methods, analysis and approach is key to fulfilling DEP's obligations for the control of Hg under the EFA. Thorough review of the scientific literature demonstrates that no US research group outside of the ACME team has the ability to perform the types of measurements and experiments needed as below:

1. Design, develop and emplace experimental treatment mesocosms in the Florida Everglades marshes and conduct controlled, replicated multi-factorial experiments using amendments of mercury, sulfur, phosphorus and nitrogen, and other cofactors as needed, often as stable isotopes, to ascertain their influence as controls on the in situ production of methylmercury.

2. Using high-resolution ICP-Mass Spectroscopy and other appropriate techniques, analyze appropriate mesocosm constituents to determine the process pathways of microbial uptake and methylation of added inorganic mercury, and influences of ancillary chemical additions on the rates of conversion of inorganic mercury to methylmercury.

3. Biogeochemical modeling of the Hg methylation process, including predictive models for methylation in natural and reconstructed wetlands, under varying hydrologic conditions.

Prospective vendors who believe they are able to supply the contractual services described herein, shall provide relevant information to the contact person listed below no later than August 13, 2004 at 10:00 a.m.

If it is determined in writing by the Department, after reviewing any information received from prospective vendors, that the contractual services are available only from a single source, the Department will post on the Vendor Bid System, notice of intended decision, pursuant to Section 120.57(3), Florida Statutes to enter into a single source contract.

This posting is effective August 4, 2004 at 10:00 a.m. to August 13, 2004 at 10:00 a.m.

NOTE: There are no information packages available for this single source procurement.

Single Source will be available at:
3800 Commonwealth Blvd., MS 93
Carr Building, Room 235
Tallahassee, FL, 32399 -3000.

Please direct all questions to:

Shelly Kelley
Phone: (850) 245-2361
FAX: (850) 245-2411
Suncom Phone: 205-2361
Suncom FAX: 205-2411
Email: shelly.kelley@dep.state.fl.us

Any person with a qualified disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech

impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

The Department reserves the right to reject any and all bids or accept minor irregularities in the best interest of the State of Florida.

Minority Business Enterprises are encouraged to participate in the bidding process.

[Click here to view more related documents.](#)

[VBS Helpdesk](#)

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DESCRIPTION OF INTENDED
SINGLE SOURCE PURCHASE
(PUR 7776)

AGENCY Florida Department of Environmental Protection

TITLE Aquatic Cycling of Mercury in the Everglades

CONTACT

Name: Shelly Kelley

Address: Procurement Section, 3800 Commonwealth Blvd., MS#93, Tallahassee, FL 32399-3000

Telephone: 850-245-2351

Email: shelly.kelley@dep.state.fl.us

Internal Tracking No.: DEP04/05 SSA004

Date Posted: 8/4/2004 @ 10:00 a.m.

Last day for receipt of information: 8/13/2004 @ 10:00 a.m.

This description of commodities or contractual services intended for purchase from a single source is posted in accordance with section 287.057(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate):
973-360, Environmental Studies Services & Consulting Services

Quantity or Term (as appropriate): **24 months from execution of contract**

Requestor (division, bureau, office, individual, as appropriate): **Don Axelrad, Mercury Program**

Performance and/or Design Requirements (intended use, function or application, compatibility etc. requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate):

Mecocosm Studies to Quantify How Methylmercury in the Everglades Responds to Changes. The Department requires these services to fulfill its responsibilities under the Everglades Forever Act and the multi-agency Florida Mercury Science Program. The purpose of this project is to investigate the chemical factors that control the biotransformation of inorganic mercury species in Everglades sediments and waters into the toxic bioaccumulative form, methylmercury. This project will be performed using the types of measurements and experiments below:

1. Design, develop and emplace experimental treatment mesocosms in the Florida Everglades marshes and conduct controlled, replicated multi-factorial experiments using amendments of mercury, sulfur, phosphorus and nitrogen, and other cofactors as needed, often as stable isotopes, to ascertain their influence as controls on the in situ production of methylmercury.
2. Using high-resolution ICP-Mass Spectroscopy and other appropriate techniques, analyze appropriate mesocosm constituents to determine the process pathways of microbial uptake and methylation of added inorganic mercury, and influences of ancillary chemical additions on the rates of conversion of inorganic mercury to methylmercury.
3. Biogeochemical modeling of the Hg methylation process, including predictive models for methylation in natural and reconstructed wetlands, under varying hydrologic conditions.

Intended source (vendor, contractor): **Smithsonian Institute (Smithsonian Environmental Research Center)**

Estimated Dollar Amount: **\$300,000**

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate):

The Smithsonian, principally through the skills of Dr. Cynthia Gilmour, and her highly qualified and experienced staff, is uniquely qualified to provide these services. Dr. Gilmour's research group (formerly affiliated with the Academy of Natural Sciences) has been providing key data on Hg concentrations and cycling in the Everglades since 1995 as one of the four principal investigators in the ACME group. As such, Gilmour's group continues to provide needed, cutting edge research on the control of methylmercury (MeHg) production in the Everglades, as well as a unique long-term data set of Hg and MeHg in Everglades

soils. A thorough review of the international scientific literature demonstrates that no other research group other than Dr. Gilmour has the ability to perform the types of measurements and experiments needed, as described below. In addition, a previous single source was granted to Dr. Gilmour's group when they were affiliated with ANSERC.

Continuity in methods, analysis and approach is key to fulfilling DEP's obligations for the control of Hg under the EFA. Thorough review of the scientific literature demonstrates that no US research group outside of the ACME team has the ability to perform the types of measurements and experiments needed as below:

1. Design, develop and emplace experimental treatment mesocosms in the Florida Everglades marshes and conduct controlled, replicated multi-factorial experiments using amendments of mercury, sulfur, phosphorus and nitrogen, and other cofactors as needed, often as stable isotopes, to ascertain their influence as controls on the in situ production of methylmercury.
2. Using high-resolution ICP-Mass Spectroscopy and other appropriate techniques, analyze appropriate mesocosm constituents to determine the process pathways of microbial uptake and methylation of added inorganic mercury, and influences of ancillary chemical additions on the rates of conversion of inorganic mercury to methylmercury.
3. Biogeochemical modeling of the Hg methylation process, including predictive models for methylation in natural and reconstructed wetlands, under varying hydrologic conditions.

Approved By (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing):

Don Axelrad, Requestor
Thomas Atkeson, Requestor Supervisor
Shelly Kelley, Procurement Office
Ruth Heggen, Services Administrator

Prospective vendors are requested to provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s.120.57(3) FS, if the amount of the contract does not exceed the threshold amount provided in s.287.017 for CATEGORY FOUR.
2. Request approval from the Department of Management Services for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s.287.017 for CATEGORY FOUR. If the Department of Management Services approves the agency's request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s.120.57(3), FS.

**ATTESTATION OF NO CONFLICT
(PUR 7662)**

Instructions: Individuals required by s. 287.057(20), F.S. to attest that they are independent of and have no conflict of interest in an entity evaluated and selected as part of a procurement accomplished without competition, must sign this form.

Reference:

Vendor/Contractor: Smithsonian Institute

Requisition # DEP04/05 SSA004

Each undersigned individual hereby attests that he/she took part in the non-competitive procurement represented on Contract/Purchase Order # _____ and that he/she is independent of, and has no conflict of interest in, the entity evaluated and selected.

Signature: see attached Date: August 1, 2004
 Print Name: Don Axelrad
 Print Title: Mercury Program Requestor

Signature: see attached Date: August 1, 2004
 Print Name: Thomas D. Atkeson
 Print Title: Mercury Program Supervisor

Signature: Shelly Kelley Date: September 8, 2004
 Print Name: Shelly Kelley
 Print Title: OMC II, Purchasing Office

Signature: Gwenn D. Godfrey Date: September 8, 2004
 Print Name: Gwenn D. Godfrey
 Print Title: Procurement Administrator

Signature: Ruth Heggen Date: September 8, 2004
 Print Name: Ruth Heggen
 Print Title: Services Administrator

Signature: _____ Date: _____
 Print Name: _____
 Print Title: _____

Signature: _____ Date: _____
 Print Name: _____
 Print Title: _____

EMERGENCY/SINGLE SOURCE/CONTRACT EXCEPTION PROCUREMENT

Division: Resource Assessment & Management
Bureau: Mercury and Applied Science
Section: _____
Contact Person: Donald M. Axelrad, Ph.D.
Telephone No.: 850 245-8306

Select One
☐ Emergency
☒ Single Source
☐ Contract Exception
(includes after-the fact
certifications)

Proposed Vendor/Contractor: Smithsonian Environmental Research Center (SERC)
Total Cost of Purchase: \$265,563
Proposed Contract Term: 22 months
(specify in months)

DETAILED PROCUREMENT JUSTIFICATION: (Review instructions on reverse side before completing.)

This request is for single source procurement of contractual services from the Smithsonian Environmental Research Center, Edgewater (SERC), Maryland for a 22 month project to investigate the chemical factors that control the biotransformation of inorganic mercury (Hg) species in Everglades sediments and waters into the toxic, bioaccumulative form, methylmercury. The Department requires these services to fulfill its responsibilities under the Everglades Forever Act and the multi-agency Florida Mercury Science Program. SERC, principally through the skills of Dr. Cynthia Gilmour, and her highly qualified and experienced staff, is uniquely qualified to provide these services. Dr. Gilmour's research group (formerly of the Academy of Natural Sciences) has been providing key data on Hg concentrations and cycling in the Everglades since 1995 as one of the four principal investigators in the ACME group. As such, Gilmour's group continues to provide needed, cutting edge research on the control of methylmercury (MeHg) production in the Everglades, as well as a unique long-term data set of Hg and MeHg in Everglades soils.

Continuity in methods, analysis and approach is key to fulfilling DEP's obligations for the control of Hg under the EFA. Thorough review of the scientific literature demonstrates that no US research group outside of the ACME team has the ability to perform the types of measurements and experiments needed, as below:

1. Design, develop and emplace experimental treatment mesocosms in the Florida Everglades marshes; and conduct controlled, replicated multi-factorial experiments using amendments of mercury, sulfur, phosphorus and nitrogen, and other cofactors as needed, often as stable isotopes, to ascertain their influence as controls on the *in situ* production of methylmercury.
2. Using ICP-Mass Spectroscopy and other appropriate techniques, analyze appropriate mesocosm constituents to determine the process pathways of microbial uptake and methylation of added inorganic mercury, and influences of ancillary chemical additions on the rates of conversion of inorganic mercury to methylmercury.
3. Biogeochemical modeling of the Hg methylation process, including predictive models for methylation in natural and reconstructed wetlands, under varying hydrologic conditions.

The undersigned individual(s) hereby attest(s) that he/she/they took part in the procurement represented and that he/she/they is (are) independent of, and have no conflict of interest, in the entity evaluated and selected.

Signature: Thomas D. Axelrad Date: 8/1/04

Signature: _____ Date: 8-11-04

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

EMERGENCY: Provide a detailed description of the service required and justification for the immediate danger to the public health, safety, or welfare or other substantial loss to the state which requires emergency action.

SINGLE SOURCE: 1) Provide a brief description (one line title) of the commodity or contractual service; 2) Provide a detailed description of the commodity/service the vendor/contractor will be providing to the DEP; 3) Provide justification as to why the vendor/contractor is the only source available to provide the commodity/service; 4) Provide the steps taken to assure the above mentioned vendor/contractor is the only source available to provide the commodity/service. (See example below - 1 through 4).

SINGLE SOURCE JUSTIFICATION EXAMPLE:

Pursuant to Section 60A-1.010 FAC, Single Source Purchase of Commodities/Contractual Services, the Department's Division of Resource Assessment and Management, Office of Mercury Coordination, is requesting authority to enter into a single source contract with The Academy of Natural Sciences to 1) assist the Office of Mercury Coordination in fulfilling responsibilities under the multi-agency Florida Mercury Science Program being carried out under auspices of the Everglades Forever Act in the amount of \$225,000. 2) The services required are investigation of the biological, chemical and physical factors that govern the biotransformation of inorganic mercury species in Everglades sediments and waters into the toxic, bioaccumulative form, methylmercury. 3) The Academy, principally through the skills of Dr. Cynthia Gilmour, Assistant Curator, is the only source that can provide the department with the types of measurements and experiments listed below:

1. Measure in situ rates of production/decomposition of methylmercury at ambient concentrations (i.e. picomolar) using high sepecific-activity Hg^{203} radiolabeled tracer techniques; and

2. Confirm these field observations of mercury biogeochemical processes by conducting laboratory experiments using natural waters and sediments, and in pure culture, on the geochemical controls on the microbial transformation of inorganic mercury to methyl mercury by sulfate reducing bacteria.

4) A thorough review of the international scientific literature demonstrates that no other research group has the ability to provide the department with the types of measurements and experiments.

NOTE: PRICE AND TIME FRAME ARE NOT FACTORS WHICH CAN BE USED TO SUPPORT A SINGLE SOURCE JUSTIFICATION.

CONTRACT EXCEPTION (includes after-the-fact certifications): For Commodities: Provide detailed justification as to why the commodity being purchased cannot be purchased from a Dept. of Management Services (DMS) Contract. For Contractual Services: Provide detailed justification as to why the service being purchased cannot be purchased from a Dept. of Management Services (DMS) Contract. If exception is for the after-the-fact execution of a contract action (execution of action item and completion date of certification by the Procurement Section to DMS must take place within the time frame specified in statute and/or rule) provide a detailed description of the acquired service, the reason the service is after-the-fact, and the steps that will be taken to assure the situation will not occur again.

SIGNATURE REQUIREMENTS: Signatures must be obtained from all individuals in the program area involved in reviewing and approving a contract/purchase requisition. For purposes of this form this would include the program area representative responsible for serving as contract manager or commodity recipient up through the person authorized to execute the contract or give final authority for purchasing the commodities using a purchase order. If information technology resources are involved in the proposed procurement, the signatures of the program area Information Resource Manager and the Department's Chief Information Officer must also be obtained.

CONTRACT

THIS CONTRACT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the SMITHSONIAN INSTITUTION, whose address is 750 9th Street N.W., Suite 9200, Washington, D.C. 20560-0903 (hereinafter referred to as the "Contractor"), a non-profit Trust Instrumentality of the United States, for the services of the Smithsonian Environmental Research Center, to provide research services on the aquatic cycling of mercury 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 provide research services relating to the aquatic cycling of mercury 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 and exhibits named herein which are attached hereto and incorporated by reference.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. 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. This Contract shall begin upon execution by both parties and remain in effect until June 30, 2006, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. This Contract may not be renewed.
5.
 - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed price basis. It is hereby understood and agreed that the compensation under this Contract shall not exceed \$274,974.74 for the term of the Contract. The initial funding increment under this Contract for the period of service commencing with execution of this Contract through June 30, 2005 is set at \$148,850.84. Based upon continued satisfactory performance 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 funding increments.
 - B. In no event shall the Contractor continue to perform services once the authorized funding increment level has been reached. It is understood and agreed that the Contractor shall not commence work on any task that will exceed the balance of the current funding increment level until notice is received by the Contractor of an increase in funding. It is the Contractor's responsibility to know when the authorized funding increment level has been reached.
 - C. The Contractor shall submit quarterly invoices in conjunction with progress reports as required herein. The invoices shall be based on the percentage of completion of each task as outlined in Attachment A. The Contractor shall submit a final invoice to the Department no later than thirty (30) days after the completion date of the Contract. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All travel and incidental expenses are included in the fixed price amount of this Contract.

6. The Contractor shall submit quarterly progress reports in conjunction with invoices which indicate the work performed during the reporting period, the percentage completion of each task, work scheduled for the next reporting period, problems encountered and resolutions of the problems, and any schedule updates. A detailed final report is due no later than thirty (30) days prior to the completion date of the Contract.
7. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
8. 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.
9. 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 850/922-5942.
10. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act or failure to act by the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.

The foregoing notwithstanding, the Department is hereby put on notice that: (1) the Smithsonian Institution falls within the purview of the Federal Tort Claims Act (37 U.S.P. 3721, et. Seq.); (2) the General Counsel of the Smithsonian Institution is authorized to settle all claims against the United States (Smithsonian Institution) for damage to property, personal injury, or death caused by the negligent act or failure to act of a Smithsonian Institution employee in the course of his/her employment cognizable under the Federal Tort Claims Act, as amended, up to the amount of \$25,000. Any claims beyond that amount require approval by the U.S. Department of Justice; and, (3) in some instances this may be an exclusive remedy.

11. 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 ten (10) 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.

Either party may terminate this Contract at any time for convenience by giving thirty (30) calendar days written notice by certified mail, return receipt requested, to the other party. In case of such termination, the Contractor shall be paid for work satisfactorily completed.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 12.

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

Contractor
The Smithsonian Institution
Attn: Ardelle G. Foss
Office of Sponsored Projects
750 9th Street N.W., Suite 9200
Washington, D.C. 20560-0903

Department
Florida Department of Environmental Protection
Mercury and Applied Science Program
Attn: Mr. Don Axelrad, Ph.D.
2600 Blair Stone Road, MS#6540
Tallahassee, Florida 32399-2400

13. The Department's Contract Manager is Dr. Don Axelrad, Telephone Number (850) 245-8306. The Contractor's Contract Manager is Ms. Melva Caswell, Telephone Number (202) 275-0674. All matters shall be directed to the Contract Managers for appropriate action or disposition.
14. 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.
15. 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 years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
16. The Contractor covenants that it 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. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
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. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Department grants the Contractor consent to subcontract with the University of Alabama. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
24. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, FL 33716-1826
Toll Free: 1-800-643-8459
Website: www.pridefl.com

25. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

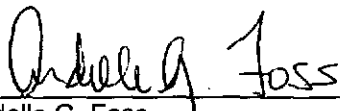
The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

26. 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 and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
27. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$100,000 combined single limit. The Contractor's current certificate of insurance shall contain a provision that the certificate holder will be notified thirty (30) days prior to cancellation.
28. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62,160, Florida Administrative Code and the Quality Assurance Requirements for Department Agreements, attached hereto and made a part hereof as Attachment B.
29. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Contract.
30. 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.
31. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
32. 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.
33. 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. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
34. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Contract shall be exempt from the one percent (1%) transaction fee.
35. 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.

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

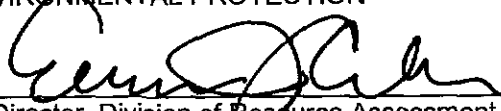
SMITHSONIAN INSTITUTION

By: 
Ardelle G. Foss
Director, Office of Sponsored Projects

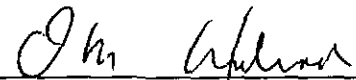
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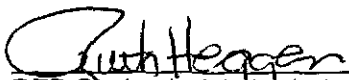
FEID No.: 53-0206027

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Director, Division of Resource Assessment
and Management or designee

Date: 12-2-04


Don Axelrad, DEP Contract Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

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

Type	Letter/Number	Description (include number of pages)
Attachment	A	Scope of Services (8 Pages)
Attachment	B	Quality Assurance Requirements for Department Contracts (4 Pages)

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ATTACHMENT A

SCOPE OF SERVICES

Aquatic Cycling of Mercury in the Everglades: Linking Everglades Restoration, Land and Air Management

OVERVIEW

The ACME project team, consisting of researchers from the US Geological Survey, the Academy of Natural Sciences, and now the Smithsonian Environmental Research Center, has been investigating the factors leading to the formation of methylmercury (MeHg) and high levels of mercury (Hg) in biota since 1995. In this next phase of this research, the ACME team will investigate specific linkages between current and forecasted changes to the physical, hydrologic and chemical aspects of the Everglades and mercury contamination, including the studies of the impact of the STA siting and operations on MeHg production and bioaccumulation.

The work plan for 2004/05-2005/06 has two separate, but linked components. In the first component, mesocosms studies will be used to address two objectives. First, the proposed mesocosm experiments will provide a more precise estimate of the "effect levels" and timing of sulfate, sulfide, iron and dissolved organic carbon (DOC) on methylmercury production by sulfate reducing bacteria (SRB). Second, the Contractor will evaluate a new hypothesis that external sulfate loading (and subsequent accumulation of sulfide in porewater) leads to toxicological impacts on indigenous emergent plants, which may be in part responsible for the proliferation of cattail.

The second component of this work plan is the development of a predictive model for MeHg production in the Stormwater Treatment Areas. This model should be applicable to the larger Everglades ecosystem. To develop a predictive methylmercury model, the Contractor proposes four areas of work: (1) additional synoptic field data in the STAs; (2) follow up examination of soil geochemistry, Hg and MeHg at ACME Everglades sites; (3) the creation of a numerical diagenetic model that links mercury-sulfur-carbon and can be used as a predictive tool for MeHg formation; and, (4) laboratory experiments to further refine understanding of the fundamental factors that lead to high levels of MeHg formation following drying and rewetting experiments.

Dr. Gilmour research group moved from the Academy of Natural Sciences to the Smithsonian Environmental Research Center in summer 2004. This SOW outlines the work plan for SERC's portion of 2004-2006 ACME studies. Much of this work is a continuation of studies funded in FY 2004 through the Academy of Natural Sciences. This work is dependant on continued funding of and collaboration with the USGS members of the team.

Research tasks will address the factors affecting the production of methylmercury, and will:

1. Determine quantitatively the effects (individual and synergistic) of mercury, sulfate and dissolved organic carbon loading on MeHg production for site 3A-15.
2. Determine the critical range of sulfate concentrations between sulfate stimulation of SRB activity, and sulfide diminution of SRB-bioavailable Hg, providing information on the magnitude of MeHg production response, the timing and duration of the response, the linearity of response through time and with sulfate load for site 3A-15.
3. Determine for STA-2 Cell 1, the relationship between sulfate load and time for sulfide to accumulate to sedimentary pore water levels inhibitory to Hg methylation; or more generally, determine the relationship between sulfate load and time to inhibition of Hg methylation rate (the "sulfide brake"); determine the relationship between sulfide concentration and MeHg production for STA-2 Cell 1 sediments.
4. Determine the methylation efficiency for newly deposited ("new") vs. "old" mercury for site 3A-15. (Note 1)
5. Predict MeHg concentrations for STA and WCA soils under changing sulfide and sulfate concentrations. (Note 2)
6. Determine, with data input from the SFWMD, if Hg methylated in STA 2 Cell 1 is predominantly derived from recently deposited Hg or from existing pools in sediments

7. Determine the effect of drying and rewetting on STA 2 Cell 1 sediments, and the relationship between the amount of time that sediments are dry, and reduced sulfur oxidation, sulfate production and MeHg production.
8. Examine the effect of iron (Fe^{+2}) concentration on MeHg production in STA 2 Cell 1 sediments.
9. Examine changes in MeHg production since 1995 from follow-up examination of soil geochemistry, Hg and MeHg concentrations at ACME Everglades and STA 2 Cell 1 sites in 2003
10. Determine how soil chemistry and sulfate input affects MeHg production across the STAs, in order to provide input to a predictive model for methylation in existing and future STAs.
11. Develop reliable predictive tools with which to evaluate the efficacy of strategies to prevent anomalously high MeHg concentrations from building up within STA-2 Cell 1: specifically, construct a diagenetic transport-reaction model, using ACME and SFWMD data, that is capable of predicting the depth distribution of Hg methylation for the Everglades and Stormwater Treatment Areas at different surface water sulfate concentrations; adapt the model to describe drying and rewetting cycles; and, with Tetra Tech Inc, work to build the biogeochemical transport-reaction model into the Everglades Mercury Cycling Model.

Note 1: A characterization of the complexation of Hg in rain and dry deposition has not been conducted, but it is hypothesized that a) Hg in rain is mainly complexed to simple inorganic ligands and organic carboxyl ligands, and b) isotopic Hg additions behave more like the Hg in atmospheric deposition than Hg that has undergone transport and diagenesis in aquatic ecosystems.

Note 2: The ACME model should predict MeHg production across a range of S concentrations for a number of soil types in the STAs and in the WCAs. However, it does not address how rapidly sulfur (S) concentrations and chemistry would change in soils if S inputs decreased. The pool of reduced S (mainly organic) in northern Everglades soils is very large, and would feed the microbial S cycle for quite a while, especially if drying occurs.

As well, the research will determine if sulfide in sediments resulting from sulfate inputs to the EPA, is affecting emergent Everglades plants.

The specific tasks to be accomplished under this Contract are set out below.

TASK I. Mesocosm Experiments

A. Methylation and Bioaccumulation Response to Mercury, Sulfate and DOC Dosing

The major purpose of these mesocosm studies is to examine the effects (individual and synergistic) of mercury, sulfate and DOC loading on MeHg production in the Everglades. These mesocosm studies, begun in the summer of 2003, were designed to specifically examine the interactions between sulfate and dissolved organic carbon, and the relative effect of sulfate (SO_4) and DOC on newly deposited Hg compared to Hg already buried in soils. ACME mesocosm studies in winter 2001-2002 identified DOC as a strong stimulant of methylation, and showed that both sulfate and DOC have stronger impacts on the methylation of newly deposited Hg than of older pools of Hg. In the 2003-2004 mesocosms, the interactions between DOC and sulfate were evaluated for the first time, and the response to sulfate alone was evaluated in more detail. For continuing work, five separate levels of sulfate dosing are being used, each in duplicate. Target sulfate concentrations in the mesocosms will encompass a range of sulfate concentrations from those found in central WCA 3A up to the low end of the range that is expected to inhibit methylation via sulfide production. This study will target the critical range of sulfate concentrations between stimulation and inhibition, providing information on the magnitude of response, the timing of the response and the linearity of the response through time and with sulfate load.

The mesocosm experiment that commenced in 2003-2004 is being conducted at the 3A-15 site in the central Everglades. Mesocosms ($n=20$) used in the experiment are newly purchased or previously used mesocosms that have never had mercury isotopes added. All previously-used mesocosms were relocated at the 3A-15 site for this experiment. Installation of the new mesocosms and relocation of existing mesocosms (some moved from other sites in the Everglades) took place during mid-April 2003 to allow time for re-equilibration prior to initiating the experiment in June.

The top panel in Fig 1 shows the design for the mesocosm experiment commenced in 2003-2004. Twenty mesocosms were emplaced in a slough at 3A15 for the Hg/SO₄/DOC study. Dosing of the mesocosms began in June of 2003. Ten mesocosms were used for sulfate plus mercury additions, at five different dosing levels, each in duplicate, and all with a single mercury level of roughly 22 µg/m². The target sulfate dosing levels were approximately 4, 8, 12, 16, and 20 mg/l (final concentration in surface water). Four mesocosms (duplicates at each of 2 dosing levels) were used to examine the effects of DOC, again all with a 22 µg/m² Hg dose. DOC for the experiment was isolated previously from Everglades surface waters by Dr. George Aiken at USGS Boulder. The original design called for six +DOC mesocosms, but Dr. Aiken was able to isolate enough DOC to dose 4 mesocosms. Finally, two mesocosms have DOC, sulfate, and mercury isotope added, at the middle dose levels for DOC and sulfate. Two mesocosms are being used as unamended controls, and two areas outside the mesocosms serve as unenclosed control areas. All +SO₄ mesocosms have been dosed approximately biweekly since June 2003, except during the dry season in spring and early summer 2004 when the site was not accessible. DOC and Hg additions were one-time events.

All mesocosms, plus two outside control sites were sampled in June, August and November 2003. The original study design called for an end to the experiment in Nov 2003, but the team agreed to sample into 2004, because initial data suggest that sulfate levels in the mesocosms did not stabilize at their new levels until fall of 2003. A sampling trip was conducted in May 2004, with the objective of a final sampling of the 3A15 slough mesocosms. Unfortunately, water levels during the week of the trip (week of May 16th) were too low to allow access, and dosing was not possible during the much of the summer of 2004 because of low water. Dosing resumed in fall 2004, and another sampling will take place in fall of 2004. The opposing effects of sulfate and sulfide on methylation rates are key to our biogeochemical modeling efforts (below). The mesocosms at 3A15 will be left in place for at least calendar 2005. Iron (Fe) additions may be studied in order to examine the effects of sulfide separately from sulfate; and to examine the effects of Fe per se. These studies would be done in conjunction with Fe, SO₄ and sulfide studies being conducted in the STAs, and with the same objectives. SERC will sample sediments inside the mesocosms, and at the outside control sites. For the outside control sites, SERC will characterize Hg and MeHg concentrations in surficial soils and periphyton, Hg methylation rates in surficial soils using stable isotope techniques, and other biogeochemical characteristics of surficial soils (including dissolved sulfide, Fe, pH, and solid-phase Fe(II)/Fe(III), acid-volatile sulfides, and chromium reducible sulfides). USGS Reston will provide information on anions and nutrients in pore waters and surface waters, as total reduced sulfur in soils. USGS Middleton, WI, will provide surface water and pore water Hg and MeHg analyses. USGS Boulder will provide DOC and cation measurements. SERC and USGS Reston will collaborate on basic measurements (pH, DO, temperature, depth, etc) in the mesocosms. Inside the mesocosms, SERC will sample triplicate cores for Hg and MeHg in surficial soils in each mesocosm and control site. Cores from each mesocosm will be composited for analysis.

Changes in Hg bioavailability in response to changing sulfate, sulfide and DOC in sediments will be and modeled, based on these key parameters and the ancillary measurements noted above (e.g. Fe, pH, Ca, etc.).

The project budget includes rental of a storage locker in Deerfield Beach for storage of field gear for this and other tasks. The budget also includes partial support for a service contract on the primary analytical instrument for mercury stable isotope analysis at SERC, a PE ICP-MS.

Schedule

Field work for this task will be completed in FY 2005 (fall 2004). Analysis of samples and data will begin as soon as samples are collected and will be completed in FY 05/06. Final reporting will occur in FY 05/06.

Deliverable

Final interpretive and data reports.

B. Sulfur Toxicity Mesocosm Study

Conventional wisdom holds that changes in macrophyte distributions (cattail replacing sawgrass) has resulted from excess phosphorus entering the ecosystem. However, areas of the ecosystem where these changes have occurred are also heavily contaminated with sulfur. The Contractor hypothesizes that sulfide resulting from microbial sulfate reduction in soils has a negative impact on oxygen uptake by plants that are not evolved to be sulfide resistant. Sawgrass, and much of the vegetation in tree islands may be sensitive to sulfide. Cattails, with their ability to "pump" air through their root systems, may be more sulfide resistant than sawgrass. High sulfate and hence sulfide levels may have played an important, yet previously recognized, importance in the proliferation of cattail in sulfate and phosphate affected areas of the Everglades.

The Contractor is employing mesocosms and sulfate dosing in sawgrass and cattail dominated sites within WCA3A to test this hypothesis. Mesocosms were installed in April and June of 2003, near 3A15. Cattail areas were found downstream from tree islands. The cattail and sawgrass mesocosms for this experiment are within 100 yards of each other. The draft experimental design for this field exercise is illustrated in the bottom panel of Figure 1; however, an additional mesocosm was added for each treatment (resulting in triplicates mesocosms for each treatment, and a total of 12 mesocosms in each vegetation type).

The experiment involves addition of sulfate at three levels: 70 mg/l, 30 mg/l, and 10 mg/l. These levels are higher than the levels used in the MeHg production mesocosm study above, as sulfide toxicity is expected to occur at higher sulfate levels than those required to stimulate Hg methylation. Triplicate control mesocosms are also being used in each vegetation type, as well as triplicate external control sites.

These experiments began in fall 2003. Sulfate additions are scheduled to go on for about 18 months, in order to examine sulfate effects during the entire annual growth cycle of the plants. However, the Contractor will be flexible with the timing of this experiment based on water levels, mesocosm response, and ongoing finding. USGS Reston will be responsible for sulfate dosing, and sulfur chemistry as described above. USGS Middleton will examine Hg and MeHg in surface water. SERC will characterize Hg and MeHg, and some aspects of S chemistry (as in other mesocosm experiments) in sediments, and in outside control sites initially, and on approximately 6 to 12 month intervals during the study, as described above. Soils sampling within the mesocosms will be limited, in order to minimize damage to plants. The number of cores used in composite samples from each mesocosm will be determined once sampling begins. All coring sites within the mesocosms will be marked with small PVC tubing. In addition to providing information on sulfide toxicity to sawgrass and cattails, this longer mesocosm study will provide information on the buildup of sulfide in Everglades sediments over long time frames, and the resultant response in MeHg. Sulfur loads in this experiment will be similar to those in the STAs.

Schedule

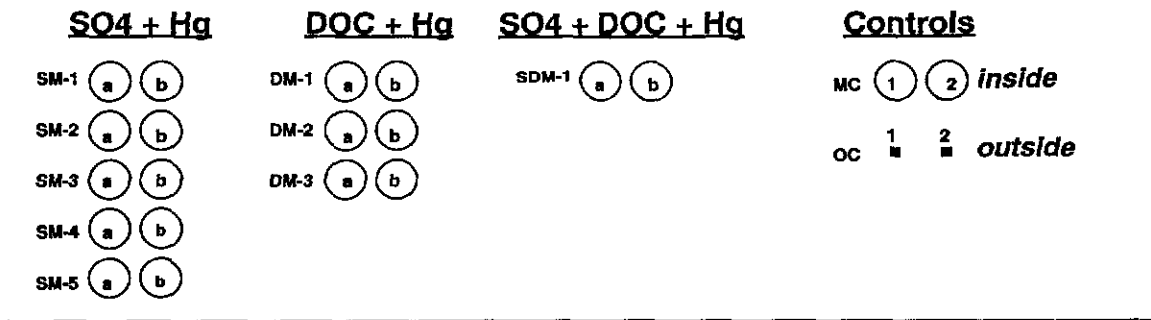
This task work will be performed through FY 04/05 and FY 05/06. Fieldwork will probably be completed during FY 04/05. Analysis of samples and data will begin as soon as samples are collected and will be completed in FY 05/06. Final reporting will occur in FY 05/06.

Deliverable

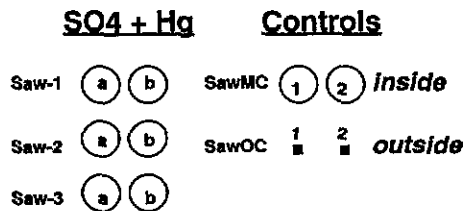
Final interpretive and data reports.

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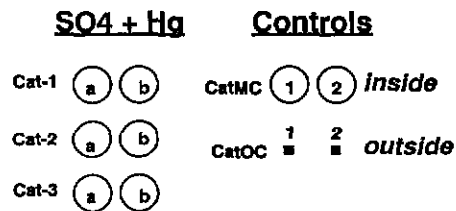
Everglades Site 3A-15 - Slough



Everglades Site 3A-15 - Sawgrass



Everglades Site 3A-15 - Cattails



TASK II. Developing a predictive model for methylmercury production in the Everglades and Stormwater Treatment Areas

STAs have been and continue to be constructed across the northern Everglades, primarily for the removal of nutrients from runoff waters that in part discharge to the Everglades. The full utilization of these STAs is an important aspect of the overall Everglades restoration plan, and achieving its goals. However, production of methylmercury (MeHg) within certain STAs, particularly STA-2 Cell 1, have prevented full utilization of these wetlands for their intended use and bring into question their net overall benefit. The SFWMD and the State of Florida seek information that would allow management of STAs to reduce or eliminate excess MeHg production events. Studies conducted by the ACME project over the past few years have shown the importance of sediment geochemistry to methylmercury production, including the impacts of sulfate, sulfide and dissolved organic carbon on MeHg production during wet conditions, and the importance of drying and rewetting cycles on sulfur chemistry.

Previous studies suggest that there are three main, manageable, controls on MeHg production in the STAs: antecedent soil chemistry, inflowing water chemistry, and interior water level maintenance. Over the next three years, the Contractor will conduct a suite of studies that are designed to provide more information on each of these controls, and to produce a predictive model for MeHg production in the STAs.

The proposed study has four linked components: (1) Detailed measurements of soil biogeochemistry, Hg and MeHg in STA and WCA soils, in support of modeling; (2) Follow up examination of soil geochemistry, Hg and MeHg at ACME Everglades sites; (3) Diagenetic model for MeHg; and (4) Closer examination of the influence of drying and wetting cycles, focusing on drying time and soil biogeochemistry. Each of these components is discussed in detail below.

A. Collection of detailed soil biogeochemistry data in support of model.

The first component is a detailed examination of soil biogeochemistry at relatively small number of sites, to provide missing data for the developing a biogeochemical model. Detailed studies of site

biogeochemistry during the first ACME study (late 1990's) provided information for a suite of sites in WCA-2A, 2B, 3A, ENP, ENR and LNWR. Missing from these data sets are a few components needed for modeling, particularly total microbial metabolism ($\text{CO}_2 + \text{CH}_4$ production) and additional information on Fe cycling. Little biogeochemical information has been collected to date for STA soils except ENR and STA 2 Cell 1.

During 2004/2005 and 2005/2006 we will do detailed biogeochemical characterization of 5 sites within the STAs, and 5 sites in the WCAs. During 2003/2004, sampling was conducted at site 3A15 in WCA3, and in three cells in STA3 / 4. During calendar 2005, we will resample STA 2 cell 1, STA 1 west (formerly ENR 103) and STA 5 / 6. STA 2 was chosen to examine how site biogeochemistry has changed since start up in particular if high S input water has resulted in S buildup in the relatively low S soils of STA 2 cell 1. ENR 103 was chosen as a contrasting high S site, and for which all data except CO_2 and CH_4 production and Fe cycling data are available from our previous ACME studies. The Contractor will also sample three additional sites in the WCAs, examining sites at highs (F1 in WCA 2A) intermediate S (site 2BS in WCA 2B) and low S (LOX in LNWR or TS7 in ENP depending on permits). Prior ACME data is available for all three sites.

Schedule

Sample analysis for this task will be roughly divided between FY 04/05 and FY 05/06.

Deliverable

Final data report.

B. Follow up examination of soil geochemistry, Hg and MeHg at ACME Everglades sites.

The ACME project examined eight discrete Everglades sites (ENR 103, F1, U3, 2BS, 3A15, 3A33, TS7, and TS9) in detail, 2-3 times per year from 1995 through 1998. Resampling of the ACME sites in 2004 provided information on changing Hg and MeHg accumulation, relative to changes in flow patterns and decreases in MeHg in biota since 1998. Six to eight ACME sites will be revisited in summer 2005, and possibly summer 2006, by SERC and USGS personnel. Sites will include ENR103, F1, U3, 2BS, 3A33, 3A15, TS7 and TS9. Sampling will focus on basic parameters in soils— Hg, MeHg, solid phase S chemistry. Sampling will be coordinated with the more detailed biogeochemical sampling that will be done at selected sites (above). Site access will be via helicopter.

Schedule

This task will be done in FY 04/05 and FY 05/06.

Deliverable

Final data report.

C. Diagenetic model for MeHg production

The third component is the construction of a diagenetic model for Hg methylation. This model will specifically code the dependence of methylation on microbial activity and soil geochemistry, and will run in parallel with the larger-scale modeling efforts (EMCM) being developed under another contract. The Contractor will couple our developing of models for Hg concentration and complexation in sediment pore waters with a diagenetic model of the biogeochemical activity of microbial processes in sediments, to create a predictive model for MeHg production in Everglades and STA soils. The biogeochemical model will be adapted from a model for the simulation of organic matter decomposition and Fe redox cycling in freshwater wetland sediments (Roden in prep.). Dr. Eric Roden will take the lead on numerical development of the model. Work on this model will progress throughout the two-year study. Initial model development will take place using existing data from the ACME sites. The model will be adapted for STA soils as data are collected. We will also try to model drying and rewetting cycles, by adapting the diagenetic model for oxidizing conditions.

Specific objectives of this component are: (1) construct a diagenetic transport-reaction model that is capable of predicting the depth distribution of Hg methylation as a function of sediment biogeochemical zonation and the relative abundance and physiological-biochemical properties of different functional groups of microorganisms; (2) test the model first against the ACME biogeochemical field data, then adapt the model as needed for use in STA soils; (3) Adapt the model as needed to describe drying and rewetting cycles; and, (4) work with Reed Harris to build a simplified version of the biogeochemical transport-reaction model into the Everglades Mercury Cycling Model. Details of the modeling approach are provided in the full proposal. The model will be created collaboratively between Dr. Gilmour at SERC and Dr. Roden at the University of Alabama.

Schedule

See Task II on Target Activities Table (page 10).

Deliverable

The deliverable for this section will be the model itself, and its application to the prediction of MeHg concentration in the STAs. Initial model construction occurred in FY 03/04. Continued model development and testing and adaptation of the model for use in the STAs will occur during FY 04/05 and FY 05/06. Integration with the E-MCM model will be an ongoing process over the three-year project, but will depend on continued funding for E-MCM model development.

TASK III. Examination of the influence of drying and wetting cycles across a wider range of soil types

The last component is continued experimental examination of the effect of drying and rewetting on soils in the STAs. Previous studies examined the effect of drying and rewetting on STA2 Cell 1 soils, and found substantial MeHg production upon rewetting of these soils after drying. Longer drying increased MeHg production upon rewetting. MeHg production after a drying and rewetting cycle in STA soils exceeds MeHg production after the same drying and rewetting of Everglades 3A15 soils. The objectives of this component are to 1) assess the amount of MeHg production in the different soil types found across the STAs and 2) to examine in more detail how drying time influences reduced-S reoxidation and hence methylation upon rewetting. These data will provide information to managers on how 1) hydrological strategies will affect MeHg production, within STAs and other water management systems and 2) how soil geochemistry affects MeHg production, providing information for the siting of future STAs, reservoirs and other water quality and conservation components of CERP. The study will also provide data on the geochemistry of drying and rewetting across soil types toward the development of our diagenetic methylation model.

Four drying and rewetting experiments will be conducted on soils collected from the STAs. Sites will be chosen to represent a range of soil geochemistries, based on information collected in part A above. Experiments may focus on either soil geochemistry or drying times, depending on the needs of data users. Experimental studies of the influence of soil drying and rewetting on MeHg production will be done using the same design and facilities used in for spring 2003 experiments. Cores will be collected in Florida and driven to SERC, where they will be dried in a temperature and light-controlled environment. The amount of drying time will be determined based on discussion of STA operations with the SFWMD. Replicate soils cores will be collected intact from each of chosen sites. Samples will be collected in conjunction with detailed biogeochemical sampling (part A above). Cores will be collected in 7 cm PVC barrels. After drying, cores will be rewetted with water from the appropriate inflow canal, and dosed with a stable mercury isotope. The soil and surface water from triplicate rewetted cores will be sampled at 3 time points after rewetting, to be chosen based on experiments to date, and flow conditions in the STAs. Solid phase samples and pore water samples will be taken by sacrificing whole cores.

SERC will set-up and run these experiments. Analysis of samples will be split as described above between SERC and the USGS labs. The soil will be analyzed for total and methyl-mercury using ICP-quadrupole mass spectrometry or CVAF at SERC. Digestion or distillation of samples for total and methylmercury analysis will be as previously described by ACME. Other soil measurements will include total sulfur, acid volatile sulfide, chromium reducible sulfur, organic sulfur, organic carbon, bulk density, and moisture content using standard wet and instrumental analytical methods. Most of the solid phase measurements will be

performed by SERC. Surface waters will be analyzed for filtered total mercury and MeHg by USGS Middleton. USGS Reston will analyze anions, and partially reduced sulfate species in surface water; SERC will analyze sulfide and iron, temperature and DO; USGS Boulder will analyze dissolved organic carbon.

Schedule

This task is to be completed during FY 05/06.

Deliverable

Final data and interpretive reports.

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TARGET ACTIVITIES FOR QUARTERLY BUDGET PERIODS, BY TASK

TASK I. Mesocosm Experiments

Budget Year	Quarterly Report Date	Target activities		Anticipated % completion of annual budget
FY 04/05	Nov. 15, 2004	Mesocosm/ACME site sampling	Sample analysis	25%
	Jan 1, 2005	Mesocosm sampling	Sample analysis	25%
	Apr 1, 2005	Mesocosm sampling	Sample analysis	25%
	Jun 1, 2005 FY final report	Mesocosm sampling	Sample analysis	25%
FY 05/06	Oct. 1, 2005	ACME site sampling	Sample analysis	25%
	Jan 1, 2006	Mesocosm sampling	Sample analysis	25%
	Apr 1, 2006	Mesocosm sampling; Final report preparation	Sample analysis; Data compilation	25%
	Jun 1, 2006	ACME site sampling Submit final data report	Complete data compilation	25%

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TASK II. Developing a predictive model for methylmercury production in the Everglades and Stormwater Treatment Areas

Budget Year	Quarterly Report Date	Target activities	Anticipated % completion of annual budget
		Model development	
Year 2, FY 04/05	Nov. 15, 2004	Construction of diagenetic model	25%
	Jan 1, 2005	Construction of diagenetic model	25%
	Apr 1, 2005	Test diagenetic model against ACME data set	25%
	Jun 1, 2005 FY final report	Adapt diagenetic model for use in STAs	25%
Year 3, FY 05/06	Oct. 1, 2005	Adapt diagenetic model for use in STAs	25%
	Jan 1, 2006	Adapt diagenetic model for dry/rewet cycles	25%
	Apr 1, 2006	Final report preparation	25%
	Jun 1, 2006	Submit final model report	25%

TASK III. Dry/Rewet Experiments

Budget Year	Quarterly Report Date	Target activities		Anticipated % completion of annual budget
Year 3, FY 05/06	Oct. 1, 2005	Soil collection from STAs	Sample analysis	25%
	Jan 1, 2006	Dry/rewet experiments at SERC	Sample analysis	25%
	Apr 1, 2006	Dry/rewet experiments at SERC	Sample analysis	25%
	Jun 1, 2006	Submit final data report	Complete data compilation	25%

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ATTACHMENT B
Quality Assurance Requirements for Department Contracts

- 1 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 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
 - a. The Department has determined that because of the nature of the analytical work, certification by the Department of Health Environmental Laboratory Certification Program is not necessary. However, all laboratory activities shall conform to the standards of the National Environmental Laboratory Accreditation Conference (NELAC).
 - b. The laboratory shall ensure that an initial demonstration of capability (IDOC) specified in Appendix C of Chapter 5 in the NELAC standards is performed for each proposed test method. The IDOC shall be performed before the test procedure is used to generate data for this contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - c. Performance test samples (where available) shall be successfully performed at least twice annually. Analysis of standard reference material (SRM), with test results within the acceptable range for the SRM may be used in lieu of performance test samples. The laboratory must provide documentation for each analytical test that, within the last 6 months, either performance test samples have been passed, or standard reference materials have been within the acceptance limits of the SRM.
 - d. All non-standard laboratory procedures (i.e. those that do not appear on the Department's list of recognized methods) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods", January 1, 2002. The method must be approved by the Department before use.
 - e. The CONTRACTOR shall ensure that the essential quality control measures, laboratory report content and documentation are consistent with Chapter 5 of the NELAC standards and DEP-QA-002/02. In addition,
 - i. The CONTRACTOR shall ensure that at least five percent of the field-collected environmental samples associated with this project are used to prepare matrix spikes, and laboratory duplicates or matrix spike duplicates. Spike levels must be at concentrations specified in item iii below.
 - ii. Laboratory Control Samples (also known as Laboratory Fortified Blanks) (LCS) must be evaluated with each analytical batch at the same concentration as the sample matrix spikes. The results must meet method-specified limits.
 - iii. The final concentration of any spike fortification must be at the laboratory's stated PQL or at the action level if it exceeds the PQL. If the measured sample background exceeds the specified spike level by more than a factor of two, then the spike level must be 2-5 times the measured background level in the sample that is selected for spiking. If a spiked sample is spiked at an incorrect level, then the entire batch of samples must be re-prepared, a new aliquot of the same sample must be re-spiked at the correct level for this batch, and the batch reanalyzed. The sample to be spiked should be randomly selected, and it must be reported which sample was spiked. All spike fortification must take place prior to any necessary preparation. The results must meet the established laboratory acceptance criteria for the specific matrix. If none have been developed, the laboratory shall use the criteria for LCS until such limits are established.
 - iv. Sample duplicates or matrix spike duplicates must be evaluated for precision.
 - v. Continuing Calibration Verifications (CCV's) must be analyzed at a minimum of 5% frequency, or one for every 20 samples. In order to accept the calibration run, all CCVs must meet the method specified acceptance criteria.

- vi. When an initial instrument calibration is not performed, continuing calibration Verifications (CCV's) must be analyzed daily prior to analyzing samples. A CCV must also be analyzed at the end of the sampling day or every 12 hours whichever is less.
- vii. No analyses may be performed using expired reagents, calibration solutions or check solutions
- viii. The concentration of each calibration standard used to generate a nonlinear calibration curve must be calculated based on the curve. All calculated calibration concentrations must be within 85% - 115% of the known concentration for that standard.
- ix. Linear instrument calibration curves must have a correlation coefficient of at least 0.995.
- x. If a relative response factor is used to determine the sample concentration, the continuing calibration checks must meet the method stated acceptance criteria.
- xi. Analytical sensitivity must be evaluated using a check standard prepared at the practical quantitation limit for each analytical run as described above for PQLs.
- xii. *The absolute value of the raw instrument value must be less than the MDL for all blanks.*
- xiii. If method control limits for any measurements are exceeded (including control limits for sample matrix spikes), then the analysis must be repeated if possible. All sample data that is associated with a failed quality control measure must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used, but not explicitly provided for in Chapter 62-160, F.A.C., must be identified and defined in the report.
- xiv. *If a method blank or PQL check fails, the blank and associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected results are at least 10 times the absolute value of the observed bias.*
- xv. The reported MDL and PQL for each sample must be adjusted for dilution factors, and any relevant preparation weights and volumes.
- xvi. Field duplicates (not to be confused as laboratory duplicates) shall be collected and analyzed for at a frequency of 5% of each matrix/analyte combination.
- xvii. All field duplicate results greater than the PQL should agree within 20% RPD for each measured analyte. In the event that field duplicate agreement is not observed, the laboratory must investigate sufficiently to determine that poor precision is not due to a laboratory error, and report the results with appropriate qualifiers and/or comments.
- xviii. If a field blank, equipment blank or trip blank result is greater than the MDL, the result must be confirmed by reanalyzing a new aliquot of the sample. The laboratory must investigate sufficiently to determine that positive blank results are not due to a laboratory error, and report results with appropriate qualifiers and/or comments.

3. FIELD ACTIVITIES

- a. All sample collection and field activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01 dated January 1, 2002).
- b. Any non-standard field procedure shall be submitted for review and approval in accordance with FA 2000 of the Department's Standard Operating Procedures. The procedure must be approved by the Department before use.
- c. In addition:
 - i. The CONTRACTOR shall ensure that the laboratory is provided with sufficient sample volume to perform the matrix-related quality control indicators at a frequency of 5% per test and matrix.
 - ii. Field duplicates (not to be confused as laboratory duplicates) shall be collected and analyzed for at a frequency of 5% of each matrix/analyte combination.

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. In addition to the NELAC-compliant laboratory report, 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. The data for validation purposes shall be submitted in the electronic format specified in DEP-QA-002/002.
- d. 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 –
 - i. 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.
 - ii. 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 been approved.
- f. Once approved, the Contractor shall follow the protocols specified in the approved Plan including, but not limited to:
 - i. Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ii. Using only the protocols approved in the Plan; and
 - iii. 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:
 - ii. Non-standard laboratory or field procedures – Prior written approval, or submission of the complete packet of information for review.
 - iii. Planning review audits – As specified in 5.b.
 - iv. Statement of Usability – As specified in 5.d.
 - v. Planning Document – see 6.
 - vi. Copies of Performance Test Results – As specified in 2.c. One set of acceptable test results shall be submitted before sampling and analysis begins.

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 – Department of Environmental Protection Agency Contact: _____
 Telephone #: _____
 Contractor/Vendor/Payee: SMITHSONIAN INSTITUTION
 Total Contract/P.O. Amount: \$148,850.84 Total Amount of Previous Payments: _____
 Contract/P.O. #: SP639
 Contract/P.O. Start Date: _____ Contract/P.O. End Date: _____
 Contract/P.O. Last Signed Date: _____
 Type of Services: Research
 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 ☐ SOQ Reference # _____
 Single/Sole Source _____ Emergency Certification _____
 Other (Specify) Government Entity

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 _____

CONTRACT PROVISIONS
DEP Procurement Section Use Only

- ☒ 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, *except UA*
☐ 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:
☐ Debarred 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 \$1,000.00 and over.)
☐ Property Reporting Form (Attachment ____)
☐ Equipment Purchases not authorized
- ☐ Non-current Wage Rate Clause (recover after audit)
- ✓ MFMP Exempt.*

***Required Provisions**

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: Smithsonian Environmental Research Center (SERC)
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: Aquatic cycling of mercury in the Everglades
Catalog of State Financial Assistance (CSFA) Number: _____
Contract/Grant/Agreement Number: SP-xxx

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: Donald M. Axelrad _____

Date: August 1, 2004 _____

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.