



Submit Bids to:
 Florida Department of Agriculture and Consumer Services
 407 South Calhoun Street - Mayo Building, Room SB-8
 Tallahassee, FL 32399-0800

Telephone: (850) 487-3727

CHARLES H. BRONSON
COMMISSIONER

Page 1 of <u>58</u> Pages	BIDS NO. ITN/DF-06/07-50
AGENCY MAILING DATE: November 8, 2006	WILL BE OPENED: JANUARY 5, 2007 @ 2:00 P.M. and may not be withdrawn within 90 days after such date and time
BID TITLE: WILDFIRE PREDICTION/DETECTION AND ASSET ACCOUNTABILITY	NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT: January 29, 2007

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS	
CITY - STATE - ZIP	AUTHORIZED SIGNATURE (TYPED) TITLE
TELEPHONE: ()	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Buyer" means the entity that has released the solicitation.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- *3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - C an electronic signature on the response, generally,
 - C an electronic signature on any form or section specifically calling for a signature, and
 - C an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - C Technical Specifications,
 - C Special Conditions,
 - C Instructions to Respondents (PUR 1001),
 - C General Conditions (PUR 1000), and
 - C Introductory Materials.
- *5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view.

Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- C submitting a bid on a contract to provide any goods or services to a public entity;
- C submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- C submitting bids on leases of real property to a public entity;
- C being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- C transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- C submit a bid on a contract to provide any goods or services to a public entity;
- C submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- C submit bids on leases of real property to a public entity;
- C be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- C transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- C The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- C To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- C To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- C The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- C The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been

disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

C The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

C Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

C The product offered by the respondent will conform to the specifications without exception.

C The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

C If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

C The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

C The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

C All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an

investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

11. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
12. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
13. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
14. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
15. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
16. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
17. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.
 - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

****18. Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

19. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

*** DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SUBMISSION INSTRUCTIONS IN THE BID DOCUMENT.**

**** DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SPECIAL CONDITIONS IN THE BID DOCUMENT.**

(PUR 1001 - 60A-1.002(7), F.A.C.)

- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or

acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial

practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

12. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left

clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A

Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

18. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

19. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

20. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products

in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 21. Limitation of Liability.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- 22. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.
- 23. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 24. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C.,

governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 25. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 26. Scope Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 27. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period

that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Contractor's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply. The parties waive any right to jury trial.

31. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but

not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

33. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

34. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

35. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

36. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

40. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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 dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
41. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
42. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
43. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
44. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
45. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
46. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
47. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF FORESTRY

INVITATION TO NEGOTIATE

WILDFIRE PREDICTION/DETECTION AND ASSET ACCOUNTABILITY

A. STATEMENT OF NEED

OVERVIEW

The Department of Agriculture and Consumer Services, Division of Forestry (DOF), recently received approximately \$3.8 million in funding through the Florida Legislature to develop a pilot project related to wildfire prediction/detection and asset accountability. The Department seeks a proposed solution from a highly-qualified prime contractor, in conjunction with multiple qualified partners, including information technology partners and major Universities to develop and implement this pilot project. As part of any proposal, the Department requires a prime contractor to partner and/or sub-contract with one or more information technology contractor(s), or other qualified partners, who can provide all components required to implement the pilot project. In addition, a partnership with one or more major University who has established schools and expertise in the areas of meteorology and/or forestry management is required. Due to the research, conceptual design, application development, hardware requirements, test functions and implementation, the Department believes this pilot project is dependent upon such partnering and/or sub-contracting arrangements to be successful. Upon successful conceptual design and completion of this pilot project, the Department anticipates that it would seek additional funding in future budget requests to deploy such systems in other areas throughout the state.

The first component of the project is to develop and deploy micro-environment sensors that shall be placed within two pre-determined pilot test sites. The micro-environment sensors shall be designed, developed, and/or modified from a current product to provide a means to forecast when crews would need to be pre-deployed due to the likelihood of wildfires or deployed on the early detection of wildfire utilizing GPS and/or GIS technology. Data gathered from the micro-environment sensors shall be uploaded to a central server, inserted into a database, processed, and presented to end-users and wildfire command personnel.

The second component of this project is an asset accountability system which shall provide near real time visibility and graphical representation, utilizing GPS and/or GIS technology, of deployed equipment for coordination and control by the DOF wildfire command personnel. This system would allow deployment of assets into areas that have been predicted or detected to be at risk for wildfire or that actually have a wildfire.

Both components of any proposed solution shall include, at a minimum, project management, research, analysis and conceptual design, application development, hardware, mobile communications, research/test activities, implementation and data collection/transmission. The Department desires a solution that could allow for future integration of the two system components of this project.

Any proposing Contractor(s), subcontractor(s), and their university partners, at a minimum, shall include personnel with working knowledge in high resolution mesoscale meteorological modeling and have working knowledge and development of GPS, GIS, spatial analysis and remote sensing, including hardware, software, network architecture, application development and conceptual design. In addition, requirements include working knowledge of forest ecology, including insects,

diseases and fire management in the southeastern United States, with particular emphasis on Florida.

BACKGROUND

The DOF is responsible for protecting Florida's forests and wildlands pursuant to Chapters 589 and 590, Florida Statutes. The State of Florida over the last five years has experienced 15,135 fires that have burned over 480,621 acres. These wildfires threaten over 2,500 homes, businesses, or other structures each year, and an average of 140 are damaged or destroyed. Almost 20% of these wildfires are started by lightning, equating to 2,843 wildfires burning 231,746 acres. These fires are sometimes remote and not easily seen by citizens, getting larger before they are detected. It is not unusual for discovery of a wildfire to take in excess of 45 minutes and for response time to average over 35 minutes to the fire location. Currently, the DOF does not have a reliable early warning system for detecting wildfire. Micro-environment sensors could provide a means to predict or detect wildfires resulting in more rapid and efficient response.

These wildfires not only threaten the citizens and their homes, but also the safety of the firefighters and equipment. DOF employs 630 firefighters and has approximately 700 pieces of initial attack fire suppression equipment. DOF requires a system that will allow them to rapidly coordinate, assemble, deploy and account for the safety of its firefighters and equipment.

B. SCOPE OF PROJECT

The pilot project shall be implemented in two pre-determined test sites. DOF has selected the Blackwater Forestry Center, encompassing Escambia, Santa Rosa and Okaloosa counties. The second identified site is the Okeechobee Forestry District, encompassing Glades, Highlands, Indian River, Martin, Okeechobee and St. Lucie counties. The pilot project anticipates covering 1,000 acres within each of these two test sites.

The Contractor(s) shall deploy micro-environment sensors within the two test sites. Placement of the micro-environment sensors shall be determined by the contractor and approved by the DOF. The data collected from the micro-environment sensors shall be modeled with other existing weather data to predict/detect the onset of a wildfire. Both sites shall be subject to prescribed fires to simulate wildfires in order to test the micro-environment sensors ability to predict/detect changes in the environment. In addition, tests shall be conducted to see if a fire on an adjacent tract triggers a response in the test area in which the vegetation becomes more susceptible or less susceptible to a wildfire. The micro-environment sensors shall be maintained, inspected, moved and replaced, if necessary, throughout the pilot project, at the expense of the Contractor. In addition the micro-environment sensors shall be self-contained, including all required power and communications to transmit the sensor data to the ground either directly or via radio satellite link.

In addition, an asset accountability system shall be tested at these two sites, which shall include all wildland fire response equipment, listed on Appendix I. The asset accountability system shall be able to function within the framework of our current technical infrastructure (provided herein) and provide portability and accessibility into the field for our wildfire command personnel to account for assets. Due to the emergency nature of DOF's mission, high network availability is required during an incident or crisis period. The asset accountability system shall be tested in conjunction with our prescribed burning tests, as well as our wildfire response at these two sites.

MINIMUM TECHNICAL SPECIFICATIONS

Component One: Wildfire Prediction/Detection

Micro-environment sensors in the forest shall monitor for weather conditions and the precursor elements that are conducive to wildfire ignition. An application shall be developed to capture such data and graphically represent the location for dispatch of firefighting resources. When these conditions for wildfire ignition are predicted/detected, the system shall notify wildfire command personnel of the location via the application.

The system shall model relational data between the micro-environment data and the general environmental information. This will allow the micro-environment data to correlate to items such as the Keetch-Byram Drought Index (KBDI), live fuel moisture, dead fuel moisture, 1978 NFDRS readings, insect and disease conditions, stand age, time of the year, and a way to understand the level of fire severity and intensity. The DOF as part of this project shall provide three remote weather stations and refurbish three additional remote weather stations to measure conditions in the test areas and to possibly continue the weather study after the pilot project concludes.

The Contractor(s) shall set up in the two test areas, a network of wireless remote micro-environmental sensors which shall measure, record and be able to transmit at a rate to be agreed upon by the Contractor and the DOF, at a minimum, the following data to a central server:

- Temperature
- Relative humidity
- Wind direction
- Wind speed
- Solar radiation length
- Rainfall duration and amount
- Barometric pressure
- Soil moisture

Additionally, micro-environment sensors should be able to detect other variables such as, trace chemicals released by the vegetation during prescribed fire use or mechanical fuel treatment to determine if there is any correlation between the release of these elements and fire susceptibility.

Live fuel moisture sampling and other fuel characteristics shall be collected by the Contractor from each site based on random samples of the representative vegetation from each test site, such that the results of the samples can be used as additional variables within the prediction/detection model. These measurements include but are not limited to, canopy closure and fuel loading in tons per acre. The data shall be collected based on specifications provided by the DOF, and within acceptable forestry practices, attached as Appendix II.

All data collected through the prediction/detection system shall be correlated with the fire weather forecast, available from the National Weather Service at www.srh.noaa.gov, and fire occurrence data, available at the DOF's website at www.fl-dof.com, to examine the relationship between items collected and at what point ignition is highly probable. Periodic introduction of prescribed fire within the test plots will aid in the development of the relationship between the various factors. Prescribed fires shall be introduced to simulate a wildfire starting at various times of the day and night to see how the weather and fuel characteristics impact ignition probability. Factors to be measured include the predominant fire carrier, amount of torching, observed flame height and forward rate of spread.

The test sites shall be subjected to mechanical fuel reduction by the DOF to gauge the impact of this activity on the probability of ignition. Mechanical fuel reduction techniques shall include roller chopping, mowing with a farm tractor/tree cutter and mowing with a rotary mowing machine such as a gyro-track. Prior to fuel treatment by the DOF, data collection by the Contractor shall include pre-treatment fuel height, post treatment fuel height, and photo-documentation.

The test sites shall also be subjected to combination treatments by the DOF of mechanical fuel reduction followed by prescribed fire to see how mechanical fuel reduction impacts the ability of the fuel to ignite and carry a fire.

Component Two: Asset Accountability

Any proposed asset accountability system shall involve the placement of GPS units, with wireless transmission to a central server, on DOF front line fire suppression equipment. Readings shall be within +/- 15 meters of actual equipment location. Any proposed system shall be able to function in harsh conditions such as within our tractor plows and dozers. In addition, any proposed system shall not interfere with current DOF radio frequencies or other vehicle electronics (i.e., emissions or ignition systems). The current DOF radio frequencies are included in those FCC radio frequencies reserved for government agencies and law enforcement. Hand-held units are also desired for personnel that may be on foot within the fire area. Any equipment installed shall be able to work on a 12v electrical system and provide an additional thirty (30) minutes of transmission in the event of power failure.

Locations of assets shall be displayed on existing DOF computer platforms. Any proposed solution shall provide equipment and technology to allow for wildfire command personnel to operate the asset accountability system from within their vehicles. Any historical tracking involving equipment and/or personnel shall be stored in a database, presented through the GIS application and distributed as a .pdf, .jpeg, .tiff, .gif, .bmp or other common file type.

DELIVERABLES

Any and all hardware and equipment provided as part of any proposal shall become the property of the DOF.

The Department, at a minimum, shall receive the following items as deliverables of this project:

I. Proof of Concept

- a. Sensor capability
- b. Supporting research
- c. System notification capabilities
- d. Wildfire Prediction/Detection Model
- e. Asset Accountability System

II. Systems design and development, in addition to the requirements in Appendix III:

- a. Network architecture
- b. Communication
- c. Connectivity
- d. Security
- e. Hardware (i.e., sensors, servers, or any other necessary equipment)
- f. Data Collection
- g. Geographic coordinates
- h. Cartographic illustrations to demonstrate the study areas and detection sensors
- i. Data sheets and field sampling process. Descriptions and methodology
- j. Detailed description of field research; daily logs for each field site
- k. Pre and post field data collection and processing
- l. GPS data

III. Reporting

- a. Field work and project logs
- b. Communication plan to be agreed upon by Contractor and Project Manager

IV. Conclusion

The final report and deliverables shall include, but not limited to, the following:

- a. What the sensors detected and how it relates to wildfire ignition;
- b. Impact of fire on the stand of trees versus the control section (where no mechanical fuel reduction has occurred) of the test site, including aerial photos documenting before and after images;
- c. Correlation between large scale environmental readings and micro-climate readings;
- d. Functional applications for Component One and Two of the test sites; and
- e. Viability and recommendations, including costs, to develop a statewide system for use to protect valuable natural and man made areas.

CURRENT TECHNICAL INFRASTRUCTURE

The Department's current standard software and hardware related to this project are:

- Housed on Windows XP or 2003 servers
 - Microsoft IIS
 - Microsoft .NET
 - ESRI ArcGIS Desktop
 - ESRI ArcIMS
 - Plans to migrate to ESRI ArcGIS Server
- Housed on Sun Solaris servers
 - Solaris OS
 - Oracle IAS
 - Oracle databases
 - ESRI ArcSDE

Version status of each software and OS are dynamic and developers are required to verify what versions shall be used during the project.

The Contractor shall follow all related Department Administrative policies and procedures and adhere to the minimum requirements of the Department's Information System Development Methodology specified in Appendix III.

B. GENERAL TERMS AND CONDITIONS

1. Contract Period

The anticipated contract period is from the date of contract execution through September 15, 2007.

2. Contract Manager

The Contractor will coordinate and schedule all work with the Department's Contract Manager, Ralph Crawford, Division of Forestry, 3125 Conner Boulevard, Tallahassee, Florida 32399.

3. General Information

a. Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these fixed dates/times, an addendum will be issued.

<u>Date/Time</u>	<u>Activity</u>
November 8, 2006	ITN advertised and released.
December 1, 2006	Written questions due to Department's Purchasing Director by 3:00 P.M. Questions can be faxed to (850) 414-6029, or emailed to hutchic@doacs.state.fl.us . No Questions will be received after this date.
December 8, 2006	The Department's written response to any questions reviewed will be posted as an Addendum.
January 5, 2007 @ 2:00 p.m.	Proposals must be received by the Department. Proposals will be opened at the Department's Purchasing Office, SB-8, Mayo Building, 407 South Calhoun Street, Tallahassee, Florida, 32399-0800.
January 8, 2007 @ 3:00 p.m.	Evaluation Committee Meeting – Instructions to begin evaluation of proposals. <u>No discussion of proposals or scoring will occur.</u> Location: 407 S. Calhoun Street, SB8 Mayo Building, Tallahassee, Florida 32399. NOTE: THE EVALUATION COMMITTEE MEETING IS A PUBLIC MEETING PURSUANT TO CHAPTER 286, F.S., THIS NOTICE CONSTITUTES THE PUBLIC MEETING NOTICE AS REQUIRED BY CHAPTER 286, F.S.
January 22, 2007 (On or about)	Presentations/Demonstrations in Tallahassee, Florida (if invited).
January 29, 2007 (On or about)	Expected date for posting Award Notice of Department's contract award recommendations at http://myflorida.com , click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements, tabulation will remain posted for a period of seventy-two (72) hours.
February, 2007 (On or about)	Anticipated Contract Start Date

b. Contact Persons

Questions regarding proposal procedures may be directed to:

Christie Hutchinson, Purchasing Director
Department of Agriculture - Purchasing Office
407 South Calhoun Street, SB-8

Tallahassee, Florida 32399-0800
Telephone: 850/487-3727
Facsimile: 850/414-6029
Email: hutchic@doacs.state.fl.us

c. Inquires, Written Questions and Responses

Only communications from the Proposers which are signed and in writing will be recognized by the purchaser as duly authorized expressions on the behalf of the Proposer.

*****IMPORTANT NOTICE*****

Pursuant to Section 287.57(26), F.S., Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision shall be grounds for rejecting a response.

Any response that may impact all Proposers' responses shall be brought to the attention of all prospective Proposers in the form of a written addendum to this Invitation to Negotiate solicitation. The Department will answer questions from prospective Proposers. Questions are due to the Department's Purchasing Director via email at hutchic@doacs.state.fl.us or by facsimile at (850) 414-6029, **on or before December 1, 2006**. No questions will be received after this date and time. The Department will post the answers to Proposer's questions at <http://www.myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. The answers shall be posted as an Addendum to the solicitation by **December 8, 2006**. The Department will not accept any revisions or additions to any proposal after the proposal opening date.

d. Acceptance of Proposal

The Department reserves the right to reject any and all proposals or waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are those that will not have a significant adverse effect on overall competition, cost or performance. The Department reserves the right to reject the proposal of a Proposer who the Department determines is not in a position to perform the Contract.

e. Number of Copies Required

One (1) original and seven (7) duplicate copies of the proposal must be completed and submitted to the Purchasing Office in accordance with the Proposal Deadlines stated herein. The original must contain an original signature of an official of the potential service provider who is authorized to bind the service provider to the proposal (in blue ink).

f. How to Submit a Proposal

Proposals must be submitted in a sealed envelope to the address listed on the Proposal Form (PUR 1001 and 1000) by the time and date listed on the form. In addition to the address, the face of the envelope shall be marked with the date and time of the proposal opening, and the proposal number.

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

g. Notice of Contract Award

Tabulations with recommended award(s) will be posted for review by interested parties on the Florida Bid System at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

h. Cost of Preparation

The Department is not liable for any costs incurred by an Proposer in response to this Request for Proposal including an optional oral presentation.

i. Independent Capacity of Contractor

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

j. Cancellation of Contract

Any contract resulting from this Invitation to Negotiate may be canceled by the Department, in whole or in part, by providing thirty (30) days written notice to contractor. Failure of contractor to follow specifications and requirements set forth herein may result in cancellation and default proceeding. Additionally, the state shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract.

k. Public Records

Proposers are hereby notified that the Florida Public Records Law, Chapter 119, Florida Statutes, as it is interpreted by the Florida Department of Agriculture and Consumer Services, applies to written proposals submitted to State executive agencies. Any material submitted in response to this ITN will become a public document pursuant to Section 119.071, F.S. This includes material which the responding Proposer might consider to be confidential or a trade secret. Any claim of confidentiality may be waived upon submission.

l. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

m. Employment of Unauthorized Aliens

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

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Naturalization Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

n. Invoicing And Payment

Invoices must be submitted in triplicate in sufficient detail to allow for a proper pre-audit and post-audit thereof, to Ralph Crawford, Division of Forestry, 3125 Conner Boulevard, Tallahassee, Florida 32399. The Department will place the invoice in line for payment. Payment shall be made monthly in arrears and in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices. **(SEE ATTACHMENT A NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER.)**

o. Discrimination

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

p. Conflict of Interest

Any person submitting a proposal in response to this Invitation to Negotiate must complete and enclose the **CONFLICT OF INTEREST STATEMENT (SEE ATTACHMENT D)** with their proposal.

q. Annual Appropriations

The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

r. Insurance Requirements

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

CERTIFICATE OF INSURANCE

The contractor shall furnish proof of insurance coverage within ten (10) calendar days after Notification of Award and prior to starting the contract.

A Certificate of Insurance shall be furnished by the contractor. This form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to the Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

Bodily Injury Liability	\$300,000.00 each accident
Automobile Property Damage Liability	\$50,000.00 each accident
Property Damage Liability	\$100,000.00 each accident

Insuring clause for both Bodily Injury and Property Damage shall be amended to provide on an OCCURRENCE BASIS.

WORKER'S COMPENSATION INSURANCE

During the Contract term, the Contractor at its sole expense shall provide commercial insurance such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in Florida must use Florida rates, rules and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

CONTRACTUAL LIABILITY-WORK CONTRACTS

The contractor's liability policy shall include contractual liability coverage designed to protect the vendor from contractual liabilities assumed by the vendor in the performance of this contract.

HOLD HARMLESS AND INDEMNIFY

The Contractor shall hold harmless and indemnify to the fullest extent permitted by law, the State of Florida, DACS and/or DACS employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.

INSURANCE, LOSS DEDUCTIBLE CLAUSE

The State of Florida shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall require each of his subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

C. CONTRACT TERMS AND CONDITIONS

The interpretation and performance of this contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include all terms and conditions of the proposal specifications, any addenda, proposal, and Departmental contract issued as a result of this Invitation to Negotiate.

If initially competitively procured, contracts for contractual services may, upon mutual agreement, be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the original contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department.

The interpretation and performance of this contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include all terms and conditions of the proposal specifications, any addenda, proposal, and Departmental contract issued as a result of this proposal (**See Attachment B, Model Contract - Contractual Services Agreement**).

D. INSTRUCTIONS TO PROPOSERS

Submit one (1) original, and six (6) duplicate copies of the proposal and all attachments when responding to this Invitation to Negotiate. Proposals shall be delivered to the Department's Purchasing Office before the specified proposal opening date in a sealed envelope labeled with the Proposer's name and address and the Invitation to Negotiate number. The proposal must be complete, bound by three-ring or spiral binder (please do not bind with staples, paper clips, binder clips, rubber bands, file folders or envelopes). Sequentially number all pages and organize as indicated below. All pages of the proposal must be no larger than 8 1/2" by 11" in size. Text shall be typed single-spaced on one side of the sheet only. Emphasis of each proposal must be on

completeness and clarity of content. In order to expedite the evaluation process, it is essential that Proposers follow the format and instructions contained herein.

The Invitation to Negotiate response package must include the following forms and information. Failure to provide all of the forms and information requested shall result in disqualification. Proposer's response package should clearly identify each area, as listed below, with an index tab or other type of identification.

TAB A State of Florida PUR 1001 and PUR 1000 Form, Pages 1 through 8

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

TAB B Statement of Qualifications (40 points Maximum)

Contractor shall provide a summary of qualifications that documents, demonstrates and represents their organization's ability to manage, design, implement and complete the pilot project as described herein. In addition, provide this information for all partners and/or sub-contractor(s). The Contractor shall also provide documentation for staff who will be assigned to the project that demonstrates experience with similar projects and technology, related work efforts or research projects.

TAB C Past Performance/References (20 points Maximum)

The proposal must contain names, addresses, phone numbers and e-mail contacts of three (3) separate customers for whom they have provided services within the last two (2) years (Attachment E). References which cannot be verified or indicate unsatisfactory performance will result in disqualification of that proposal. **Proposers who do not provide at least 3 references will be deemed as non-responsive and their proposal will be rejected as such.** References must be current or former clients of the proposing firm. The Department will not accept sub contractor/proposed personnel or personal references of a member of the proposing firm as a substitute for references. Past performance with the Department will constitute a reference and be used by the Department to determine the prospective contractor's ability to perform services similar to those described in this Invitation to Negotiate in a satisfactory manner. Confidential clients shall not be included. It is the responsibility of the Proposer to assure that the Department can timely verify all references given. References must be verifiable within three (3) business days of initial verification attempt by the Department, exclusive of weekends and holidays. The Department must verify three (3) references for the proposal to be considered.

The following questions will be asked of each reference, with a possible maximum score total of 20. Ratings are as follows: Questions that are rated Excellent, Good, Fair or Poor receive the following points: Excellent - 5 points; Good - 4 Points; Fair - 3 Points; and Poor – 0 Points.

1. Did the company complete the contracted project on-time and within budget?

Excellent	Good	Fair	Poor
-----------	------	------	------

2. How would you rate the finished product provided by this company?

Excellent	Good	Fair	Poor
-----------	------	------	------

3. How would you rate the ease and efficiency of working with this company?

Excellent	Good	Fair	Poor
-----------	------	------	------

4. How would you rate the company's project and contract management abilities?

Excellent Good Fair Poor

The total number of points received from each of the three (3) references will be added, then divided by three (3) to receive an average number. The average number will be the total score for the Proposer for Tab C.

TAB D Technical Proposal, Project and Management Plan (50 Points Maximum)

The Contractor shall project a comprehensive and detailed technical proposal and project plan for a proposed solution. Proposers shall describe project organization and management methods that are most appropriate to perform the services outlined herein. The proposed project plan description shall, at minimum include, an information technology solution that meets or exceeds the minimum technical specifications herein, proof of concept, research methodology, timelines, objectives, contract management procedures, tasks, deliverables, implementation plan and any other project or management considerations appropriate to this proposal. Contract managers and key personnel should be identified. Partner and/or sub-contractors shall be identified and a responsibility matrix which details their tasks and assignments.

TAB E Project Budget* (20 Points Maximum)

Provide a budget under which the Proposer plans to operate this contract on the attached Price Sheet (Appendix IV) and include completed Appendix IV in this Tab. The approved maximum budget for the project shall include all deliverables, hardware, equipment, software, development, licensing, maintenance, installation, travel and any other incidental costs.

***The lowest total cost proposal will be given the maximum evaluation points allowed for this section and each other Proposer will be given a percentage of the total points based on the percentage difference of their price versus the lowest total proposal price.**

TAB F Drug-Free Workplace

Preference shall be given to the proposal certifying a drug-free workplace has been implemented in accordance with Section 287.082, Florida Statutes. Whenever two or more equal proposals, which are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program (**See Attachment C, DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION**).

TAB G Conflict of Interest

This form shall be complete with all information and signature of an official of proposing firm who is legally authorized to contract for the firm. The signed original of this form must be attached to the original proposal package. (**See Attachment D, CONFLICT OF INTEREST STATEMENT**).

E. PROPOSAL EVALUATION AND AWARD

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

As the best interest of the State may require, DACS reserves the right to reject any and all responses, or waive any minor irregularity or technicality in responses received. Proposers are cautioned to make no assumptions unless their response has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum. All other provisions of the Awards paragraph, General Contract Conditions, shall prevail. DACS reserves the right to award, or not award, contract(s) based on the availability of funds.

The Department is not liable for any costs incurred by a Proposer in preparing a response, site visits or attending any demonstration/presentations.

Thereafter, DACS will evaluate responses and rank the responses in order to determine which Proposers, if any, to invite for presentation/demonstrations. Any presentations/demonstrations shall include clarifications to the Proposer’s proposal. DACS reserves the right to conduct negotiations independently or concurrently, which are subject to the provisions of Section 286.0113, F.S. Negotiations shall commence upon completion of award posting.

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

F. EVALUATION PROCEDURE

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

<u>RANGE OF POINTS</u>	<u>CRITERIA</u>
1-40 (Tab B)	Statement of Qualifications
1-20 (Tab C)	Past Performance/References
1-50 (Tab D)	Technical Proposal, Project and Management Plan
1-20 (Tab E)	Project Budget*
1-30	Presentations/Demonstrations**
<u>160</u>	<u>Maximum Points</u>

***The lowest cost proposal will be given the maximum evaluation points allowed for this section and each other Proposer will be given a percentage of the total points based on the percentage difference of their price versus the lowest proposal price.**

****The Department may select top candidates to provide Presentations/Demonstrations to the Evaluation Committee, if the Department deems necessary. The number of candidates selected for Presentations/Demonstrations will be based on their ranking of the Evaluation Criteria points and the number of submitted responses. Proposer’s selected for Presentations/Demonstrations will be notified by the Purchasing Director.**

G. INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than November 30, 2006. No interpretation shall be considered binding unless provided in writing by the Department's Purchasing Director in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights or further negotiation, or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

**APPENDIX I
EQUIPMENT LIST**

BLACKWATER FORESTRY CENTER

BW-6	ACS27756	4X4 pickup	Escambia Co, Molino	1 FAS
BW-110	ACS10399	Typ6 engine	Escambia Co, Oak Grove	1 SFR
BW-32	ACS10720	Transport	Escambia Co, Molino	1 SFR, 1 FR
BW-33	T-008	JD450E	Escambia Co, Molino	
BW-34	red-tagged	Transport	Escambia Co, Philpot	2 FR
BW-35	T-074	JD550E	Escambia Co, Philpot	
BW-40	ACS9599	Transport	Santa Rosa Co, Pace	2 FR
BW-41	T-950	JD450E	Santa Rosa Co, Pace	
BW-7	ACS10613	4x4 pickup	Santa Rosa Co, BFC	1 FAS
BW-117	ACS27359	Typ6 engine	Santa Rosa Co, BFC	1 SFR
BW-36	ACS27391	Truck-tractor/trailer	Santa Rosa Co, Coldwater FS	1 FR
BW-37	T-936	JD450E		
BW-46	ACS8536	Transport	Santa Rosa Co, Coldwater FS	1 SFR, 1 FR
BW-47	T-382	JD650H	Santa Rosa Co, Coldwater FS	
BW-50	ACS11001	Transport	Santa Rosa Co, BFC	2 FR
BW-51	T-962	JD550G	Santa Rosa Co, BFC	
BW-8	ACS9990	4X4 pickup	Santa Rosa Co, Milton	1 FAS
BW-120	ACS11470	Typ6 engine	Santa Rosa Co, Coldwater Rec Area	
BW-38	ACS8801	Transport	Santa Rosa Co, Allen Tower	2 FR
BW-39	T-073	JD550G	Santa Rosa Co, Allen Tower	
BW-42	ACS8540	Transport	Santa Rosa Co, Milton	2 SFR
BW-43	T-224	JD550G	Santa Rosa Co, Milton	
BW-44	ACS10532	Transport	Santa Rosa Co, Coldwater Rec Area	1 SFR, 1 FR
BW-45	T-947	JD450E	Santa Rosa Co, Coldwater Rec Area	
BW-48	ACS27774	Transport	Santa Rosa Co, East Milton	2 FR
BW-49	T-437	JD650H	Santa Rosa Co, East Milton	

BID NUMBER: ITN/DF-06/07-50

OPENING DATE: JANUARY 5, 2007 @ 2:00 P.M.

BW-9	ACS10049	4x4 pickup	Okaloosa Co, OFS	1 FAS
BW-115	ACS27653	Typ6 engine	Okaloosa Co, OFS	1 SFR
BW-52	ACS10431	Transport	Okaloosa Co, OFS	1 SFR, 1 FR
BW-53	T-320	CatD-5	Okaloosa Co, OFS	
BW-54	ACS10995	Transport	Okaloosa Co, Laurel Hill	2 FR
BW-55	T-873	JD450D	Okaloosa Co, Laurel Hill	
BW-56	ACS8511	Transport	Okaloosa Co, Baker	1 FR
BW-57	T-071	JD550G	Okaloosa Co, Baker	
BW-58	ACS27301	Transport	Okaloosa Co, OFS	2 FR
BW-59	T-883	CatD-4	Okaloosa Co, OFS	
BW-24	Forestry 32	Helo	Santa Rosa Co, Whiting Field	1 FF/RP
BW-24A	ACS11174	Serv truck/fuel trlr	Santa Rosa Co, Whiting Field	1 helo mech
BW-25	Forestry 206	Fixed-wing	Santa Rosa Co, Milton	1 SERAP

OKEECHOBEE FORESTRY DISTRICT

OKEECHOBEE COUNTY				
<i>ID#</i>	<i>CREW</i>	<i>TYPE</i>	<i>LOCATION</i>	<i>NAME</i>
11801	OKE 1	SUV	Okeechobee	DM Rath
N124FC	FOR 24	T II Helo	Okeechobee	Pilot Davis
N139FC	OKE 25	F/W	Okeechobee	Pilot Arnfast
8827	OKE 116	Engine	Okeechobee	SFR Rain & FR Cross
9838	OKE 50	Transport	Okeechobee	FR's Lamb & Phillips
T323	OKE 51	Dozer-Plow	Okeechobee	Same
8496	OKE 216	Transport	Okeechobee	Pool
T061	OKE 217	Dozer-Plow	Okeechobee	Pool
T060	OKE 219	Dozer-Plow	Okeechobee	Pool
10517	CP II	Command Post	Okeechobee	Pool
10442	OKE 300	Road Tractor	Okeechobee	Pool
11639	OKE 800	Road Tractor	Okeechobee	Pool
HIGHLANDS COUNTY				
<i>ID#</i>	<i>CREW</i>	<i>TYPE</i>	<i>LOCATION</i>	<i>NAME</i>
11746	OKE 4	P/U	Sebring	FAS Elder
9918	OKE 112	Engine	Sebring	FR Sikio
27658	OKE 114	Engine	Sebring	SFR Gibbs
12697	OKE 42	Transport	Sebring	FR's deBree & Ellis
T201	OKE 43	Dozer-Plow	Sebring	Same
8539	OKE 44	Transport	Sebring	FR's Leicht & Watkins
T006	OKE 45	Dozer-Plow	Sebring	Same
T366	OKE 61	Tracked Carrier	Sebring	Pool
10316	OKE 400	Water Tender	Sebring	Pool

GLADES COUNTY				
<i>ID#</i>	<i>CREW</i>	<i>TYPE</i>	<i>LOCATION</i>	<i>NAME</i>
10400	OKE 118	Engine	Palmdale	SFR Lightsey
8490	OKE 48	Transport	Palmdale	FR Durrence
T416	OKE 49	Dozer-Plow	Palmdale	Same
8386	OKE 46	Transport	Palmdale	FR's Aguilar & Callahan
T222	OKE 47	Dozer-Plow	Palmdale	Same
INDIAN RIVER COUNTY				
<i>ID#</i>	<i>CREW</i>	<i>TYPE</i>	<i>LOCATION</i>	<i>NAME</i>
10606	OKE 3	P/U	Vero Beach	FAS Spataro
10670	OKE 117	Engine	Vero Beach	SFR Hawks
8790	OKE 36	Transport	Vero Beach	FR Doerr
T062	OKE 37	Dozer-Plow	Vero Beach	Same
27309	OKE 34	Transport	Sebastian	FR's Fucci & Swingle
T095	OKE 35	Dozer-Plow	Sebastian	Same
ST. LUCIE COUNTY				
<i>ID#</i>	<i>CREW</i>	<i>TYPE</i>	<i>LOCATION</i>	<i>NAME</i>
10395	OKE 113	Engine	Fort Pierce	SFR Gadson
9760	OKE 17	P/U	Fort Pierce	Senior Forester Armstrong
8816	OKE 30	Transport	Fort Pierce	FR's Mohorek & Ransom
T093	OKE 31	Dozer-Plow	Fort Pierce	Same
MARTIN COUNTY				
<i>ID#</i>	<i>CREW</i>	<i>TYPE</i>	<i>LOCATION</i>	<i>NAME</i>
27523	OKE 5	P/U	Stuart	FAS Ward
6965	OKE 52	Transport	Stuart	FR Hood
T290	OKE 53	Dozer-Plow	Stuart	Same
8431	OKE 58	Transport	Stuart	FR's Deleon & Davidson
T007	OKE 59	Dozer-Plow	Stuart	Same
27367	OKE 115	Engine	Okeechobee	SFR Holloway

APPENDIX II

Measuring Live Fuel Moistures in Florida: Standard Methods and Procedures

LIVE FUEL MOISTURE SAMPLING PROCEDURES

Live fuel moisture has a profound effect on the behavior of fire. Monitoring fuel moisture can help predict fire behavior and is an important tool for conducting a program of prescription burns. Fuel moisture is the ratio of the weight of the water contained in the fuel to its dry weight, expressed as a percentage. There currently exists no accurate, on site fuel moisture values for most of the state of Florida, some exceptions include: Everglades National Park, TNC Disney Wilderness Preserve (data goes back about 3 years), Merritt Island Wildlife Refuge, and the Ocala National Forest and the Osceola National Forest. Data collection on the Apalachicola is not as regular as the others mentioned above. The fuel moisture values obtained from this program can be used for many purposes including a correction factor for the predictions of live fuel moisture from the National Fire Danger Rating System (NFDRS). These values will also be used for creating predictive models of fire behavior in Florida.

The live fuel samples will be taken for the most abundant species in the 6 areas initially selected (Blackwater, Tallahassee, Jacksonville, Bunnell, Withlacoochee, and Caloosahatchee). The species selected are found in the spreadsheet below.

District/Site	Common Name	species name
BFC	Wiregrass	aristida stricta
	Gallberry	Ilex glabra
	Wax Myrtle	Myrica cerifera
	Titi	Cyrilla racemiflora
	Slash Pine	Pinus elliotii
	Turkey Oak	Quercus laevis
Tallahassee	Savanna Wiregrass	Aristida stricta
	Chalky Bluestem Grass	Andropogon glomeratus
	Saw Palmetto	Seranoa repens
	Gallberry	Ilex glabra
	Black Titi	Cliftonia monophylla
	Slash Pine	Pinus elliotii
Jacksonville	Saw Palmetto	Serenoa repens
	Gallberry	Ilex glabra
	Fetterbush	Lyonia lucida
	Loblolly Bay	Gordonia lasianthus
	Slash Pine	Pinus elliotii
	Wire Grass	Aristida stricta
	Runner Oak	Quercus minima
Bunnell	Saw Palmetto	Serenoa repens
	Gallberry	Ilex glabra
	Sand Pine	Pinus
	Slash Pine	Pinus elliotii
	Broom Sedge	Andropogon virginicus L
	Wire Grass	Aristida stricta

Withlacoochee	Saw Palmetto	Serenoa repens
	Sand Live Oak	Quercus virginiana
	Long Leaf pine	Pinus palustris
	Wire Grass	Aristida stricta
Caloosahatchee	S. Florida Slash Pine	Pinus elliottii
	Saw Palmetto	Serenoa repens
	Wax Myrtle	Myrica cerifera
	Sabal Palm	Sabal palmetto
	Melaleuca	Melaleuca quinquenervia
	gulf-dune paspalum	Paspalum monostachyum
	muhly grass	Muhlenbergia capillaris var. filipes

Site Selection

A particular site should be representative of the live fuel complex of concern. The site should be relatively undisturbed, such as by heavy browsing or breakage of shrubs, unless that is highly representative of the fuel complex. The species collected should be the one that carries the fire or the one that is felt to be representative of all the species in a complex. If two species are a concern, they should perhaps both be sampled for the first or several years, to determine if the moisture cycle of one represents both. Because moisture cycles of deciduous leaved shrubs are very different from evergreen leaved shrubs, both in terms of timing of their seasonal moisture cycles and the actual variation in moisture content, both may need to be collected if well represented on site.

The site should be located near a weather station or in an area with weather well represented by a nearby automatic or manual weather station (Belt Weather kits may be used in place of a manual or automated station). Location of the site near a weather station (or where weather observations are taken) allows for study of the longterm correlation of fuel moisture cycles to weather.

The collection site should be about five acres in size, and relatively homogeneous in terms of species composition, and canopy cover. It should be fairly easy to travel to, although collection should occur away from roadsides (at least 50 ft.), streams, and ponds. If the shrub canopy makes walking difficult, a path can be cut to allow movement around the site. Clearance along the path should be the minimum necessary to allow access.

Site naming will be important to maintaining the identity of site and LFM data. Include district or forest name, latitude and longitude as well as the local name or number you choose for the sample area.

The site should be described the first year immediately following full greenup. Basic site information should be noted on a copy of the attached site description sheet. Information should include: GPS location (or latitude and longitude derived from maps), elevation, percent canopy cover of dominant species and average ratio of live to dead material in the species being collected. Note the percent coverage of surface vegetation type (annual or perennial herbaceous, or deciduous or evergreen woody plant) present and the percent cover of bare mineral soil. An air photo reference should be obtained for the largest scale of coverage available. Note the location of the nearest weather station (automated or manual).

Site documentation can be enhanced by taking 35mm or digital photographs. Establish a photopoint by placing a permanent steel post at a location within the plot. Photos should be taken at the time of site description preferably on a bright, overcast day to minimize shadows. Site photos should be taken annually (or after a major disturbance) Photos should be taken after greenup but before species have finished initial growth spurt (finished maturing). Plot identification is important. Use a felt tip pen to write the plot name on a full sized sheet of paper and lay it on the ground. Carefully focus and photograph the plot name. This will identify the next series of photos as belonging to that plot. Photos should be taken of the general setting of the site, looking in the four cardinal directions, from your established photopoint post. Inclusion of a brightly colored, vertically placed meter stick or some other visible object will aid as a size reference for the vegetation. Photos looking downwards toward the fuels in four directions will also be useful for characterizing surface vegetation, litter, and the amount of exposed soil. In some types, both the general setting and vegetation character can be captured in the same frame, requiring only four photos. You

may wish to take duplicate photos of each, one for your records and one to be sent to a central collection point. Process the film and label each slide with administrative unit, site name and direction of view

Timing and Number of Samples

LFM should be sampled once a month (between the 24th and the 14th of the following month e.g. 24th of August to the 14th of September) **between July 1 and December 31. Between January 1, and June 30** samples will be taken during the first full week in each month and the third full week in each month. It is important that LFM is collected throughout the entire year. We should also recognize that some evergreen leaved shrubs will not begin to show new growth until well after deciduous vegetation and grasses have begun to green up.

Samples should be collected between 1300 and 1600 hours to correspond with the daily NFDRS weather observations. A specific site should be visited at about the same time of day, and at about the same day of the week each time it is sampled to maintain consistency. However, if the foliage is wet with dew or rain, do not sample at all, but return as soon as possible once the area has dried.

Collect from 15-20 randomly selected plants each sampling period. In evergreen plants for which the current year's growth is obviously different from past years', collect 6-7 samples of new and 6-7 samples of the previous years growth from each plant, continue with separate samples until there is a difference equal to or less than 5%.

Equipment (modified from Norum and Miller 1984)

Containers: Containers for fuel moisture samples should have tight-fitting lids and be rustproof, permanently numbered, and of a material that can be put directly into a drying oven. The RECOMMENDED containers are drawn aluminum soil sample cans, or nalgene plastic bottles or jars that can tolerate high temperatures. Each has tight fitting lids that prevent moisture loss. "Zip-lock" or self-sealing bags made specifically for fuel moisture sampling are available from commercial forestry suppliers but were not viewed as being acceptable for a long-term monitoring effort. Aluminum cans or plastic bottles/jars are more cost-effective in the long-run due to durability and less waste. These bags can be put directly into the oven, although care must be taken that the bags do not tip. These are the only kind of plastic bag that are suitable because moisture can be lost through pores of most plastic materials and other bags may not be able to withstand oven-drying temperatures. Note, these bags can only be used one time for sample collection.

Containers should be marked with sequential numbers. Numbers written with permanent marking pens will last about one field season. Numbers can be etched or stamped on metal containers. Each lid and each container pair should be marked with the same number, as container and lid weights may vary.

Clippers: Good quality pruning shears with two sharp curved blades are the most effective for clipping live fuels.

Tape: The lids of metal cans are sealed by placing one strip of 1/2 inch wide drafting tape around the lid. Drafting tape can be easily removed from the container. Masking tape is not recommended because it frequently leaves a residue that is hard to remove which can change can tare weights. Cross sections of bicycle tire inner tubes can also be used to seal cans.

Carrying case: It is most convenient if a carrying case or backpack is used to carry samples and equipment. Insulated plastic coolers with a handle work well, and can keep samples from being heated on hot or sunny days. Between sampling periods, keep all sampling equipment and extra forms in the carrying case.

Drying oven: A forced air convection oven is the best oven for drying fuel moisture samples. The fan circulates the heated air and ventilates the oven, drying fuels more uniformly and rapidly than a gravity convection oven. The oven must be able to maintain a regulated temperature of 80°C and have adequate volume to allow air to circulate freely around the samples. A thermometer should be kept in the oven to check the actual oven temperatures. Microwave ovens should not be used.

Scale: A top loading electronic scale capable of accurately measuring to the nearest 0.1 gram is adequate. These scales allow rapid weighing and are inexpensive.

General Sampling Procedures

On arrival at the sampling site, place the sample carrying case in the shade, and prepare the data sheet. Record the site number or name, date, time of day, name of observer and note plant phenology.

Do not collect live fuels if water drops from rain or dew are present on leaves because the presence of free surface water will cause large errors in calculated moisture content. Shaking the sample to remove excess water or attempting to dry the sample in any way is ineffective. If the sample is wet with surface water, do not collect until later in the day when leaves have dried naturally or return to the site on another day.

Randomly locate a plant that has not been recently sampled and that is located at least several paces away from the last plant sampled. Your intent is to characterize the LFM for your species of interest on the entire site.

Note each container number on the data sheet prior to collecting material for that container.

Place sample loosely in the container, do not compress. Cut long stems or large leaves into pieces because succulent plant material becomes fairly stiff as it dries and may force material out of the container as it dries in the oven. To prevent material from "springing" out of the container, fill the containers only 2/3 to 3/4 full in the field.

Each sample should contain about 40 to 80 grams green weight of plant material, grazing from approximately 15 – 20 plants. When sampling a vegetation type for which new growth is obviously different from mature, you may sample each into separate containers or mix them, noting on the data form whether the sample is new, old or a mixture. If sampling New and Old separately, sample new and old as pairs from the same plant and enter them on the data sheet sequentially.

Collect from all sides of the plant and from different heights above the ground, but refrain from sampling deep within the interior of the plant because that foliage may represent senescent or ephemeral foliage. Do not collect diseased or damaged stems or leaves. DO NOT include flowers, fruits or dead twigs or leaves. However, if frost has killed living leaves or for some other reason the entire site has damaged leaves, then collect them and note the cause of damage on the data form.

When each container is full, seal it tightly. Check the numbers on lid and container to see they are the same. If aluminum cans are used, seal them with drafting tape or inner tube bands as you collect them.

If you collect samples in plastic bags, weight these samples in the field as soon as you return to your vehicle. Record the weights and place sample-filled bags together in a larger plastic bag and close tightly. Moisture loss is less likely from sealed aluminum cans or bottles, so they can be weighed when you return to your office or field station. Transport immediately and do not leave samples for extended periods in a closed, heated vehicle.

Species Specific Collection Directions

The following directions are for guidance in selecting an appropriate sampling technique based on the type of plant you are collecting. A few plant names are listed as examples. Due to species differences from one region to another and the vast array of growth forms among plants, you may need to use your own judgement in which method is most appropriate

Grasses Saw Grass, Wire Grass etc.:

Clip leaves from 15-20 plants into small sections per can. Collect 6-7 cans of live/dead material at different levels above ground (elevation).

Saw Palmetto:

Clip green fronds from this years growth. Select fronds originating from the interior of the rosette of leaves. Include only portions from the tips to the palm of the plant. Include 15 – 20 plants per can in each of the six cans.

Broad Leaved Evergreen Shrubs and Trees

For shrubs on which leaves appear on relatively non-woody stems but the current year's growth is not easily distinguishable from the previous year's, collect by clipping both leaves and stems only to the point of stem transition from pliable and green to becoming brown and lignified. Do not collect any stem material larger than 1/4 inch in diameter. This generally includes only the current year and the previous year's growth. Collect one set of 6-7 samples representing 15-20 individual plants each sampling period. For tree/shrub species where new growth is very different from the previous years growth, begin collecting new foliage samples once the bud scale covering is lost. Then, collect 6 samples each new and mature growth (previous year), one pair per plant, separating current year's growth from that of previous years' until the moisture content has no more than 5% difference, on average, in moisture content of new and old foliage, at that point just collect 6-7 composite samples

Needle-Leaved Evergreens e.g., Slash and Longleaf Pines

Prior to onset of new spring growth, collect 6-7 samples of previous years' growth. Do not include swelling bud in sample. Begin collecting new foliage samples as well once the bud scale covering is lost. Then, collect 6 samples each new and mature growth, one pair per plant, separating current year's growth from that of previous years' until the moisture content has no more than 5% difference, on average, in moisture content of new and old foliage, at that point just collect 6-7 composite samples.

Deciduous Trees

For trees like turkey oak, begin to collect new foliage once the leaves have begun to form on deciduous trees, continue collection until the leaves drop or the trees become dormant.

Weighing and Drying (modified from Norum and Miller 1984)

In order to calculate moisture content, you must know the tare (empty) weight of each container. Aluminum and nalgene containers, with their lids, should be weighed and the weight recorded on a master tare weight list. Reweigh the containers after about every 5 uses. The weight of plastic bags must be determined before sampling as fragments of sample will cling to the inside of the bag after use, changing the weight. Do not attempt to reuse the bags. Fuel moisture sampling bags tend to be quite uniform in weight. Weigh several new empty bags. If the weights are very close, you can use an average weight as the tare. Tare weights can be written on the bag with a permanent marker. Recheck this average weight with each new purchase of bags.

Preheat the drying oven to 80°C. Though water boils at 100°C, studies have shown that moisture is totally removed from plant material at this lower temperature. The lower temperature also limits weight loss due to degradation of other substances in the plant. Samples collected in self-sealing bags and weighed in the field can be opened and placed upright in the oven. Samples collected in cans or bottles must be weighed before drying. Remove any tape or bands from the container but do not remove the lid. Place the container on the center of the scale platform and record the "wet" weight to the nearest 0.1 gram. Check to see that the number on the container matches the number on the lid, and if collecting more than one species, that the species in the container matches that noted on the data sheet.

Remove the lids from containers and place containers in the drying oven. If the lid fits on the base of the container, place it beneath it in the drying oven. Or, place all lids in sequential order in a convenient place so you can easily replace the matching lid when you remove the dried sample from the oven. Space the containers evenly in the oven so that air can circulate freely around them. Record the date and time that the samples were put into the oven.

Dry the samples for 24 hours at 80°C. Do not put additional samples into the oven while drying a set of samples. If you do, the original samples will absorb moisture from the new samples and the entire set must be dried an additional 24 hours.

When you are to remove the samples from the oven, take a few samples from the oven and quickly replace each lid as the container is removed. If using fuel moisture bags, reseal the bag. Do not leave the oven door open for a long time, particularly if the humidity is high, because the samples can quickly absorb moisture from the air. If any

sample material falls from a particular container as you remove it from the oven, throw that sample away, unless you are sure exactly what fell and can replace all of it into the container.

Weigh the sample with its lid on as soon as possible after removing it from the drying oven, and record the dry weight to the nearest 0.1 gram. Check the container number and its contents before you record the weight on the data sheet. After each dried sample is weighed and checked, replace the lid tightly on the container and save the sample until the fuel moisture content is calculated. If an obvious error appears in the calculation, reweighing the sample, or double checking the container contents may reveal the cause of the problem.

Calculating Moisture Content

The moisture content is the ratio of the weight of the water in the sample to the dry weight of the sample. This is equal to:

$$\frac{\text{Wet weight of sample} - \text{dry weight of sample}}{\text{dry weight of sample}} * 100 = \% \text{ moisture content}$$

It is most easily computed by the following formula:

$$\frac{\text{Wet sample weight in container} - \text{dry sample weight in container}}{\text{Dry sample weight in container} - \text{container tare weight}} * 100 = \% \text{ M.C.}$$

Record the calculated moisture contents to the nearest tenth of one percent, one decimal place, rather than rounding to the nearest whole percent. This will decrease the error when you calculate an average of all measured values. If you are recording the data on a spreadsheet or on the Forest Protection Web Site, a simple program has been written to calculate moisture content. Double check numbers entered in the spread sheet against those recorded on the data sheet. If calculations are performed with a hand calculator, repeat the calculations to ensure that they are correct.

Determine mean LFM and the standard error associated with the mean. The standard error can then be used to place a confidence interval about the mean. Calculation of the mean only will enable one to observe the trend in LFM over a year; calculation of the confidence interval will illustrate the variability of the data and may prove to be useful as various LFM thresholds are approached. Provided that the sampling methodology is followed consistently and the dry weights of the 20 samples do not vary widely, the mean LFM, standard error, and confidence interval can be calculated for each species at each sampling site. Use the formulas below (assuming 6 samples).

$$\text{Mean LFM} = \frac{\text{Sum of 6 calculated LFM}}{6}$$

$$\text{Variance of LFM} = \frac{\text{Sum of LFM}^2 - 6 * (\text{Mean LFM})^2}{5}$$

Standard error of LFM = Square root of (LFM Variance / 6)

Confidence interval = Mean LFM +/- t * LFM Standard Error

For 80% confidence interval, t = 1.33; for 90%, t = 1.73; for 95%, t = 2.09; for 99%, t = 2.86.

Incidental Fire Behavior Observations

The best use of LFM data will be attained as fire behavior observations and LFM observations are compared. Note comments on any prescribed fire or wildfire behavior occurring in the vicinity of sample plots. Place comments on data forms of the appropriate date in remarks box or on a separate, but attached sheet. Helpful comments could include length of burn period, such as "fire continued in shrub crowns only until 1600", or "until late in the evening", or "into the night". Note spread behavior such as spread in crowns only at head, spread at the flanks, or fire backing in crowns. Equally helpful comments include notes on the inability of shrub or tree crowns to carry fire from one crown to the next.

Quality Control

Quality control will be the responsibility of the sampling unit. This procedure will take commitment throughout the year and attention to detail by observer and supervisor. The usefulness of LFM data will be highly dependent on the care given to sampling, drying, calculating and reporting.

It is extremely important to adhere to the above mentioned protocol, sloppy field or lab procedures will produce inconsistent and inaccurate data. The fuel samples can absorb or evaporate moisture anytime the container is open or the lid is not on properly, always keep lids on tightly except when checking or drying the sample and be sure to replace the lid on the correct can.

Reporting

The LFM sampling data will be collected, analyzed and reported by the individual districts/forests that are participating in the project via the forest protection web site. We recommend that the data be reported biweekly when the measurements are taken. The numbers will be recorded and a copy kept at the reporting office. The data can also be stored on spread sheet like Microsoft Excel, but hard copies are to be maintained indefinitely at the station. If you plan on making your own electronic version of the data, please include all of the information from the attached Live Fuel Moisture Form.

Data Transfer

The current plan is to make the data available via the web for viewing and downloading. We also plan on graphing the data so that trends over a period of years can be viewed .

Archiving

The data that is recorded at each station will be archived in Tallahassee at the State Office database. This data is backed up routinely, but we would still strongly recommend that the local office keep the hard copies of their measurements indefinitely.

INSTRUCTIONS FOR LIVE MOISTURE CONTENT SAMPLING DATA SHEET

Each form has room to enter 10 samples. You will need 1 copy of Page 1 and 1 to 3 copies of the following page depending upon whether you are collecting new and mature vegetation separately (20 samples each or 4 sheets) or a mixture of new and mature growth (20 samples total or 2 sheets). Please enter the page numbers sequentially in the blanks to the upper right.

Enter header information on each sample collection form:

District code or abbreviation

Forest name

Site name or number. Created by the Field Unit

Enter **Collection Record** header information

Observer (your) name

Date as month/day/year as mm/dd/yy

Time (should be between 1100 and 1600)

Fill out the **Phenological Observations** section. Mark appropriate **Needle/Stem stages**.

Mark the appropriate **SAMPLE CONTENTS** choice in the box to the right of phenology to indicate whether this sample contains foliage only, or is a clipped sample containing both leaves and small diameter stems.

Note anything unusual or of special interest about the site in the **Remarks** box including recent fire behavior that has been of note (high or low).

Collect **weather** observations. If weather collection is not a normal part of your sampling routine (and it should be), just note **percent cloud cover**.

Enter the **can, bag or bottle number** as you select each from your pack or box.

Use one form for all six or seven samples for each **Species** of interest. Note the total number of pages collected on each collection day. This should be the same as the number of species listed for your field unit on page 2 and 3 of this document

Note the type or **condition** of each sample you are collecting by marking the correct box for each sample. **New** = this year's growth. **Old** = growth from previous year(s). **Mix** = mixed current and past year's growth, which you collect once the current and past years' leaves and/or stems appear the same.

Double check container number against that entered on the form, then seal securely and stow in an insulated cooler or sample box.

When you finish collecting all samples: If you are collecting samples into plastic bags, return to your vehicle and weigh each immediately to the nearest 0.1 gram. Enter this weight in **Column A (Gross Weight Wet)** on the **Moisture Determination Record** half of your data form. Pack the plastic bags carefully into a large plastic bag, seal and store in a cool safe place. If you collect

samples in cans or bottles, seal, pack carefully into your box or cooler and place in a secure, shaded location in your vehicle until returning to your office.

Oven Drying Procedures

Preheat the drying oven to 80oC.

Samples collected in self-sealing bags and weighed in the field can be opened and placed upright in the oven.

Samples collected in cans or bottles must be weighed before drying. Remove any tape or bands from the container. Place the container on the center of the scale platform and record the Gross Wet Weight to the nearest 0.1 gram in Column A. Check to see that the number on the container matches the number on the lid and the species in the container matches that listed.

Remove lids from containers. Place lid beneath can if it fits and put sample in the drying oven. Place bottle lids in order in a convenient place so you can easily replace the matching lid and place opened bottle in the oven. Space the containers in the oven so air can circulate freely. Record the date and time the samples were put into the oven.

Dry the samples for 24 hours at 80oC. Do not put additional samples into the oven while drying a set of samples. If you do, dry set an additional 24 hours.

Take a few samples from the oven and replace each lid as the container is removed. If using fuel moisture bags, reseal the bag. Do not leave the oven door open. If any sample material falls from the container, throw the sample away, unless you can replace all of it.

Weigh the sample with its lid on as soon as possible after removing it from the drying oven, and determine the Gross Dry Weight to the nearest 0.1 gram. Check the container number and its contents before you record the weight on the data sheet. Enter weight in Column B. Replace the lid tightly on the container and save the sample until the fuel moisture content is calculated in case an error requires rechecking the sample contents or weight.

Calculating Moisture Content

Enter Tare Weight in Column C. You may have a standard weight to enter if using bags of uniform size. Or enter the weights of the cans or bottles that had been preweighed empty from your master tare weight list.

Enter Water Weight in Column D: $\text{Gross Wet Weight (A) - Gross Dry Weight (B)}$

Enter Dry Weight in Column E: $\text{Gross Dry Weight (B) - Tare Weight (C)}$

Enter % Moisture Content in Column F: $\text{Water Weight (D) / Dry Weight (E)}$

Record the calculated moisture contents to the nearest 0.1 % If you are recording the data on a spreadsheet, a simple program can be written to calculate moisture content. Double check numbers entered in the spread sheet against those recorded on the data sheet. If calculations are performed with a hand calculator, repeat the calculations to ensure that they are correct.

Calculate 6-sample averages by adding all New, Old OR Mixed samples and dividing by 6. Enter averages on first page in Calculation Summary box.

APPENDIX III
Contractual Services Agreement
Addendum for
Information Technology

Authority

The authority and references for this addendum are from the following:

1. The Policy of the Executive Office of the Governor, as authorized in Chapter 120, Florida Statutes (section 120.52(15)(c) 4., F.S.):
 - A. Agency Data Administration Program (1998-02).
2. Florida Administrative Code:
 - A. Chapter 60DD-2 - Florida Information Resource Security Policies and Standards;
 - B. Chapter 60DD -7 - Information Technology Life Cycle Policies and Standards.
3. The Department of Agriculture and Consumer Services Administrative Policies and Procedures Chapter 2: Agriculture Management Information Center, and Chapter 8: Department Information Resource Security Program and Policies.

Conditions

1. All Department employees and contract personnel who develop software for the Department shall follow and adhere to all Department of Agriculture and Consumer Services Administrative Policies and Procedures contained in Chapter 2 and Chapter 8 of the Department Supervisory Manual, specifically:
 - A. Administrative Policy and Procedure 2-3 - Change Management Policy and Procedure, for the purpose of approval, notification and tracking of any change occurring to a computer application, operating system software, systems management software, networking hardware / software, servers, mainframes or any other information technology resource that has the potential to disrupt services to information technology users and customers of the Department.
 - B. Administrative Policy and Procedure 2-9 - Data Administration Program and Policy, which includes the Department Application Development Standards.
 - C. Administrative Policy and Procedure 2-6 - Help Desk Procedures and Services. All requests for AGMIC services or areas of responsibilities will be requested through the AGMIC Help Desk the AGMIC Help Desk for assignment to the proper section and for tracking purposes. If a contractor encounters a problem with any of the hardware, software, or any part of the infrastructure that the Department has agreed in the Contract to provide, the contractor must bring the problem to the immediate attention of the

Department's Project Manager.

- D. Administrative Policy and Procedure 2-11 - Information Systems Development Methodology Program and Policy. This policy provides the mechanism for the Department to ensure the use of, adherence to, and compliance with the Department's Information Systems Development Methodology (ISDM). A Preliminary Assessment Form (PAF) will be completed and the necessary approvals obtained before commencement of any programming activities.
- E. Administrative Policy and Procedure 2-12 - Static Web Content Management. This policy establishes procedures for approval and management of static web content on the Department Intranet and Internet web site. It also establishes requirements for all Department Internet web sites to follow the Department's Internet Web Standards.
- F. Administrative Policy and Procedure 8-2 - Control of Computers and Information Resources. This policy establishes access requirements for Department's information resources. Only approved Division personnel may request and authorize access for Department staff and contractors to data files and programs to view, process or maintain particular systems.
- G. Administrative Policy and Procedure 8-4 - Logical and Data Access Controls. This policy establishes the Department's Help Desk as the single point for access requests for network accounts and applications stored on enterprise servers. Also addressed in this policy are password controls, authentication controls, access to software and data and, data and file encryption.
- H. Administrative Policy and Procedure 8-6 - Network Security. This policy establishes network security controls for servers, hosts, applications, voice, video, intermediate facilities and includes transfer of data and distributed processing.
- I. Administrative Policy and Procedure 8-11 - Security and Control of Microcomputers. This policy concerns the use and security of microcomputers and the responsibility of the end users and their management for the security of their microcomputer.
- J. Effective October 1, 2002, section 119.071(5)(a)3, Florida Statutes, states that all social security number held by an agency are confidential and exempt from s. 119.071(1) and s. 24(a), Art 1 of the State Constitution. Please refer to the Department Administrative Policies and Procedures 1-9, which identifies other Department information which is exempt from the provisions of Chapter 119, Florida Statutes.
- K. Section 119.071(5)(a)2, Florida Statutes, states an agency shall not collect an individual's social security number unless authorized by law to do so or unless collection of the social security number is otherwise imperative for the performance of that agency's duties and responsibilities as prescribed by law.
- L. Whenever feasible, any GIS data procured/purchased should have a Department-wide license. Guidelines for application development or data acquisition, exchange and/or use will adhere to this policy.

2. It is mutually understood and agreed that the ownership of any software developed by Department employees or contract personnel specifically for the Department is Department property and shall be protected as such. The Contractor will provide the Department with electronic copies of all of the ISDM deliverables, including all forms and reports contained in the application. Neither licensing nor annual maintenance fees will be paid for such software.

Licensing and annual maintenance fees may be charged for copywrited software purchased 'as is' for use by the Department.

3. Oracle is the Department's standard for the relational database management system (RDBMS) development activities. Microsoft ASP.NET, Oracle Designer and Developer is the standard for CASE tools and application development. The definition of CASE has evolved from a tool used in application design to any piece of software used to develop an application. This includes the use of Oracle's Suite of Developer Tools or Microsoft Visual Studio. Any deviation from this standard shall be clearly stated in the Preliminary Assessment Form and approved by the Chief Information Officer, the Division Director, the Division Information Officer, and the Chief of AGMIC prior to the commencement of any programming activities.
4. No ad hoc queries will be run on production databases except by or with approval of the database administrator.

NO OTHER PROVISIONS OF THE AFOREMENTIONED CONTRACTUAL SERVICES AGREEMENT ARE AMENDED OR OTHERWISE ALTERED BY THIS AGREEMENT.

NOTE: THE REFERENCED DEPARTMENT ADMINISTRATIVE POLICIES AND PROCEDURES REFERENCED HEREIN, CHAPTERS 2 AND 8, ARE AVAILABLE AND POSTED ON THE VENDOR BID SYSTEM WITH THIS ITN.

APPENDIX IV

PRICE SHEET

Firm Fixed Price for Project as specified herein \$ _____

Proposals shall provide an attachment showing the budget under which the Proposer plans to operate this contract, detailing and showing all costs included in the Firm Fixed Price shown in Tab C, which shall include all deliverables, software, development, licensing, maintenance, installation, travel and any other incidental costs.

The Department reserves the right to contract with the selected vendor for any of the deliverables proposed, but may choose not to contract for all of the deliverables.

By affixing signature to this QUOTE PRICE SHEET, Contractor acknowledges reading and agrees to accept all terms, provisions, and conditions in this Request for Quote and State Term Contract 973-561-06-2.

CONTRACTOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

FEID/SSN: _____ PHONE NUMBER: _____

EMAIL: _____

ATTACHMENT A

STATE OF FLORIDA

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NOTIFICATION OF VENDOR OMBUDSMAN'S NAME
AND TELEPHONE NUMBER

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty of .02740 percent per day will be due and payable, in addition to the invoice amount, to the vendor. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-7269 or by calling the State Comptroller's Hotline, (850) 410-9724.



ATTACHMENT B

Florida Department of Agriculture and Consumer Services
Division of Administration
CONTRACTUAL SERVICES AGREEMENT

CHARLES H. BRONSON
COMMISSIONER

_____ This AGREEMENT, made and entered into
this day of _____, by and between the DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES, State of Florida, and _____
_____, the CONTRACTOR.

CONTRACT PERIOD: _____

The Contractor agrees to provide the following services:

The Department of Agriculture and Consumer Services agrees
to provide the following _____
services:

The six digit Department of Management Services' class/
group code commodity catalog control number _____
is: _____

_____ The Department of Agriculture and Consumer Services will
pay the Contractor in arrears as follows: _____

Bills for any authorized travel expenses shall be submitted
and paid in accordance with the rates specified in
Section 112.061, Florida Statutes, governing payments by the
State for travel expenses. Authorization for travel expenses
must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department of
Agriculture and Consumer Services, _____
_____ in detail sufficient for a proper pre-audit and post-audit
thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-2020 or Purchasing Office at (850) 488-7552.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-7269 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

The Department may make partial payments to the Contractor upon partial delivery of services when a request for such partial payment is made by the Contractor and approved by the Department.

This contract may be cancelled by either party giving
_____ written notice.

The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation 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 the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Agency. Renewal costs may not be charged by the Contractor.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through K are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a Contractor subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of

Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
 - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.
 - (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

(4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the Nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Auditor General's Office at the
following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor

General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

The following provisions of A through H are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB

Circular A-133, as revised, will meet these requirements.

- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
 - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:

The Department of Agriculture
and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

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 dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 487-1471 and fax number (850) 656-0168.

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, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the 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, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

The CONTRACTOR is informed that 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.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department of Agriculture and Consumer Services Contract shall be controlling.

All contracts entered into by the Department of Agriculture and Consumer Services or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department _____
is _____
and is located _____
at _____
_____ .

The Contract Manager for the Contractor is _____
and is located at _____
_____ .

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

CONTRACTOR

Signature

Signature

Title

Title

Date

Date

Contractor's Social Security
or FEID Number

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



CHARLES H. BRONSON
COMMISSIONER

ATTACHMENT C

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

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

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

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

VENDOR'S SIGNATURE

ATTACHMENT D

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
CONFLICT OF INTEREST STATEMENT

I, _____, as authorized representative of _____ certify that no member of this firm or any person having interest in this firm has been awarded a contract by the Department of Agriculture and Consumer Services on a non-competitive basis to:

- (1) develop this Invitation To Bid (ITB) or Invitation to Negotiate (ITN);
- (2) perform a feasibility study concerning the scope of work contained in this ITB/ITN;
- (3) develop a program similar to what is contained in this ITB/ITN.

Authorized Representative

Date

Bid Number



ATTACHMENT E

Florida Department of Agriculture and Consumer Services
Bureau of General Services

REFERENCES

CHARLES H. BRONSON
Commissioner

As per the requirements of ITN special condition References, each Proposer is required to submit the names, addresses, and telephone numbers for the required three (3) references. References shall be listed below.

In order for your response to be considered responsive this form must be completed and included in your bid package.

1. CLIENT NAME: _____
MAILING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NUMBER: (_____) _____
EMAIL ADDRESS: _____

2. CLIENT NAME: _____
MAILING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NUMBER: (_____) _____
EMAIL ADDRESS: _____

3. CLIENT NAME: _____
MAILING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NUMBER: (_____) _____
EMAIL ADDRESS: _____