

PROPOSED CONTRACT

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

STANDARD CONTRACT

CONTRACT NO. *Contract No.*

This Contract is entered into between the Florida Department of Environmental Protection (Department) and *Contractor Name, Contractor Address* (Contractor), a *Insert Entity Type*.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work.

The Contractor shall provide assistance to the Operator Certification Program with administering Continuing Education Units (CEUs), as described more fully in Attachment 3, Scope of Work, and as outlined in DEP Solicitation No. 2019022.

2. Duration.

- a. Term. The Contract shall begin on the date of execution and continue until five (5) years thereafter, unless otherwise terminated.
- b. Renewals. This Contract may be renewed for a period of five (5) years.

3. Contract Managers.

Department's Contract Manager

Contractor's Contract Manager

Name:

Name:

or successor

or successor

Address:

Address:

Phone:

Phone:

Email:

Email:

4. Attachments and Exhibits.

The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference: <input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions for Competitively Procured Contracts
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Scope of Work
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Price Sheet
<input type="checkbox"/> Attachment 6: Technology Standards
<input type="checkbox"/> Attachment 7: Contractor's Proposal (RFPs Only)
<input type="checkbox"/> Attachment 8: Contractor's BAFO (ITNs Only)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: General Contract Conditions – PUR 1000
<input checked="" type="checkbox"/> Exhibit B: Subcontractor Utilization Report Form
<input checked="" type="checkbox"/> Exhibit C: Contractor Affidavit/Release of Claims Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Contracts
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Manual for Approving Continuing Education Courses for Operator Licensing

5. Compensation.

a. There shall be no compensation paid by DEP to the Provider for the services sought under this Solicitation. It is anticipated that the Provider shall offset expenses through the receipt of revenues paid directly from the Operators seeking CEUs from this program (i.e. application fees, etc.).

Choose an item insert \$ amount

b. The Department shall not reimburse the Contractor for any costs incurred in the performance of this Contract.

IN WITNESS WHEREOF, this Contract shall be effective on the date indicated above or the last date signed below, whichever is later.

CONTRACTOR NAME

**FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By:

(Authorized Signature)

By:

Secretary or Designee

Date Signed

Date Signed

Print Name and Title of Person Signing

Print Name and Title of Person Signing

FEID No. *FEID No.*

Additional signatures attached on separate page.

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STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Terms and Conditions for Competitively Procured Contracts

ATTACHMENT 1

1. Entire Agreement.

This Contract, including any Attachments and Exhibits referred to herein and/or attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Contractor's forms or invoices shall be null and void.

2. Contract Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for interpretation of the Contract is as follows:
 - i. Standard Contract
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Contract
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Contract
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Contract Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Contract Manager is designated by either party after execution of this Contract, notice of the name and contact information of the new Contract Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Contract Manager does not require a formal amendment or change order to the Contract.
- d. This Contract may be amended only by a written agreement between both parties. Amendments shall be based on availability of funding. A change order may be used when there is (1) a change in the subcontractor or approval of subcontractors, (2) changes in deliverables due dates that do not change the overall Contract term or increase in the deliverable price or Contract amount, or (3) changes in the price of an individual deliverable in cost reimbursement Contract when the overall Contract amount does not change. All other changes shall be done through a formal amendment.
- e. There is no minimum amount of work guaranteed as a result of this Contract. Any and all work assigned will be at the sole discretion of the Florida Department of Environmental Protection ("Department").
- f. The Department reserves the right to suspend or terminate any portion of this Contract or any other contract with the Department, if the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution. The suspension may last until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.
- g. All days in this Contract are calendar days unless otherwise specified.

3. Contract Duration.

- a. Term. The term of the Contract shall begin and end on the dates indicated in the Standard Contract, unless extended or terminated earlier in accordance with the applicable terms and conditions.
- b. Renewals. Any renewals provided under the Contract must meet the requirements of Section 287.058(1)(g), Florida Statute (F.S.), which is incorporated herein by reference. If the Standard Contract indicates renewals are available, the Contract may be renewed for those timeframe(s). All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

4. Deliverables.

The Contractor agrees to render the services or otherwise provide deliverables as set forth in Attachment 3, Scope of Work and as otherwise set forth in this Contract. The services and/or deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Contract. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable.

5. Performance Measures.

The Contractor warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Scope of Work; (3) Any and all such equipment, products or materials necessary to perform these services, or requirements shall be supplied by the Contractor; (4) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (5) the services shall not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (6) its employees, subcontractors, and/or subgrantees shall comply with any security

and safety requirements and processes for work done at the Department or other location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Contract Manager before payment. If the Department's Contract Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Scope of Work, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Contractor's lack of satisfactory performance under the terms of this Contract. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Scope of Work will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Contract requirements. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department. The Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable timeframe. The Contractor's efforts to correct the rejected deliverables will be at the Contractor's sole expense. The Contractor's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

1. Consequences for Nonperformance.

- a. Corrective Action Plan. If the Contractor fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. The Department request that the Contractor specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Contractor shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the proposed CAP has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above may result in the Department's termination of this Contract for cause as authorized in this Contract.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate this Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall preclude the Department from subsequently asserting any deficiencies in performance. The Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department's Contract Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Contract as specified by the Department may result in termination of the Contract.

2. P

3. Insurance.

- a. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.
- c. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Contractor cannot get adequate coverage, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- d. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

4. Termination.

- a. Termination for Convenience. When it is in the State's best interest, the Department may, in its sole discretion, terminate the Contract in whole or in part by giving thirty (30) days written notice to the Contractor. The Department shall notify the Contractor of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Contract is to be terminated. The Department must submit all invoices for work to be paid under this Contract within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Contract if any of the events of default described in the Events of Default provision below occur or in the event that the Contractor fails to fulfill any of its other obligations under this Contract. 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 Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- c. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, unless otherwise directed by the Department, the Contractor shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, the Contractor shall continue work on any portion of the Contract not terminated. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If the Department has paid for any services prior to the expiration, cancellation, or termination of the Contract, the Contractor shall continue to provide the Department with those services for which it has already been paid or, at Department's discretion, Contractor shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Contract. If services provided under the Contract are being transitioned to another provider(s), the Contractor shall assist in the smooth transition of Contract services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Scope of Work. The Contractor shall not perform any services after Contract expiration or termination, except as necessary to complete the transition or continued portion of the Contract, if any.

5. Step-in Rights.

If the Contractor is in material breach of its obligation to perform any of the services under the Contract and fails to remedy such breach within ten (10) days after written notice of the breach from the Department, the Department, at its sole discretion, shall have the right to "step-in" (i.e. perform the work itself) or hire another contractor to perform these services. Contractor shall be liable to the Department for any fees or expenses that the Department may incur in exercising its step-in rights or securing a substitute provider to assume completion of those services.

6. Notice of Default.

If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including, any of the events of default, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Contractor fail to perform within the time provided, the Contractor will be found in default, and the Department may terminate the Contract effective as of the date of receipt of the default notice.

7. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- b. Failure to maintain adequate progress, thus endangering the performance of the Contract;
- c. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Contractor in this Contract or in its response to the solicitation;
- d. Failure to honor any term of the Contract;

- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Contract;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Contract;
- i. Failure to comply with a preferred-pricing clause required by this Contract, if any, at the Department's discretion;
- j. Failure to comply with the Employment Eligibility Verification requirements of this Contract; and
- k. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Contractor of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; and/or
 - iv. An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

8. Indemnification.

- a. 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 Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. 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 Department;
 - ii. the Contractor's breach of this Contract or the negligent acts or omissions of the Contractor.
- b. The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department 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.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Contractors that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Contract.
- d. No provision in this Contract shall require the Department to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

9. Limitation of Liability.

The Department's liability for any claim arising from this Contract is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Contract. Such liability is further limited to a cap of \$100,000.

Unless otherwise specifically enumerated in the Contract, purchase order, or task order, Department shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. Department shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The Department 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 Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

10. Remedies.

All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election hereunder shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not

operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The Department may, in addition to other remedies available to it at law or in 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 it. Nothing in this Contract shall be construed to make the Contractor liable for force majeure events.

11. Ownership of Documents.

All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

12. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Convicted Vendors. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

13. Employee Eligibility.

Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

14. Compliance with Federal, State and Local Laws.

- a. The Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contractor shall include this provision in all subcontracts issued as a result of this Contract.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- c. This Contract shall be governed by and construed in accordance with the laws of the State.
- d. Any dispute concerning performance of the Contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Contract will be in the courts, and venue will be in a court of competent jurisdiction, in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

15. Scrutinized Companies.

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

16. Lobbying and Integrity.

The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Contractor and the State, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Contractor shall comply with Sections 11.062 and 216.347, F.S.

17. Record Keeping.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department'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://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

18. Audits.

- a. Inspector General. This Contract is subject to a post performance audit by the Department's or State's Inspector General. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing regarding the Contract. The Contractor will comply with this duty and ensure that its Subcontracts issued under this Contract, if any, impose this requirement, in writing, on its sub-Contractors.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Contract, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Contractor shall provide access to any location or facility on which Contractor is performing work, or storing or staging equipment, materials or documents;
 - ii. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Contract; and,
 - iii. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Contract.
- c. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Contract pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of Contractor's multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Contractor must provide the additional proof within thirty (30) calendar days of such request.

19. Conflict of Interest.

The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. Independent Contractor.

The Contractor is an independent contractor and is not an employee or agent of the Department.

21. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Contractor's employee, subcontractor, or agent. Shall cause, includes technical or training qualifications, quality of work, change in security clearance, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Contractor shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- f. The Contractor shall not be liable for any excess costs for a failure to perform, 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(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

22. Improvements to Real Property.

If any state funds are provided under this Contract for the purchase of or improvements to real property, the Contractor shall grant to the state a security interest in the property equal to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements, unless otherwise provided by law.

23. Guarantee of Parent Company.

In the event the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Contractor.

24. Headings.

The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

25. Interpretation of Contract.

- a. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.
- b. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. If the Contract is competitively procured, the Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

26. Modifications Required by Law.

Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida law or Administrative Code rule changes.

27. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Contract.

28. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Contractor, its agents, servants, and employees. The Contractor shall not disclaim its own negligence to the Department or any third party. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically disclose that this Contract does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Contract.

29. Execution in Counterparts.

This Contract, any amendments, and/or change orders related to the Contract, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature.

30. Warranty of Authority to Sign.

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

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State of Florida
Department of Environmental Protection
Special Terms and Conditions
ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Insurance.

Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. 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 licensed and authorized to issue policies in Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:

a. Commercial General Liability Insurance.

The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.

d. Other Insurance.

None.

2. Payment and Performance Bonds.

There are no bonds required under this Contract.

3. Liquidated Damages.

There are no liquidated damages under this Contract.

4. Retainage.

No retainage is required under this Contract.

5. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Contract.

6. Subcontracting.

The Contractor shall not subcontract any services under this Contract.

7. Personnel Changes.

The Contractor may remove its personnel assigned to perform under this Contract and substitute other qualified personnel. Any removals or replacements by Contractor shall be at no additional cost to the Department.

8. Intellectual Property.

a. The Contractor's intellectual property rights that preexist this Contract will remain with the Contractor. Intellectual property rights to all property created or otherwise developed by Contractor specifically for the Department will be owned by the State

through the Department. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property right shall be handled in the manner specified by applicable statute.

- b. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish or release to others, such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

9. Additional Terms.

- a. Contractor may request a yearly rate increase to the fees provided on the Contractor's Price Response Form. A yearly rate increase must be agreed upon by the Contractor and the Department in writing, otherwise the Rate Schedule will continue to prevail.
- b. This contract shall be a non-exclusive contract whereby the Department may procure the same services and enter into a contract with other vendors while this contract is still in effect.

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**SCOPE OF WORK
ATTACHMENT 3**

[TO BE INSERTED]

State of Florida
Department of Environmental Protection
Public Records Requirements
ATTACHMENT 4

1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

1. Keep and maintain Public Records required by the Department to perform the service.
2. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
4. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
5. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone:(850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**PRICE SHEET
ATTACHMENT 5**

[TO BE INSERTED]

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
General Contract Conditions – PUR 1000**

EXHIBIT A

Contents

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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 identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
 - (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (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, contract or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, 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. **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.
8. **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.
9. **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.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **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.
12. **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 Contract or 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.

- 13. 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.
- 14. 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 MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, 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.

- 16. 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 in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. 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.
- 18. 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://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). 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.
- 19. 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.

- 20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or 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 contract or 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.

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, 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 or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

- 22. 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.

- 23. 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.

- 24. 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.
- 25. 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.
- 26. 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.
- 27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

- 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. 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. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. 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 twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer'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 and the parties waive any right to jury trial.

- 32. 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 and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. 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.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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>.

41. 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>.

42. 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.

43. 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.

44. 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.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. 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.

47. 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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Contractor Affidavit / Release of Claims Form

EXHIBIT C

This affidavit must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. The signature of the Contractor shall be notarized as set forth below. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, _____ am the _____ of
(name of person appearing) (title of person appearing)

_____ with the authority to
(name of Contractor)

make this statement on behalf;

2. _____ ("the Contractor") entered into an
(name of company or person)

Agreement with the Department to perform certain work under Task Assignment No. _____.

3. Contractor has completed the work in accordance with the aforementioned Work Assignment, including all attachments. There to.

4. All subcontractors have been paid in full.

5. Upon receipt by Contractor from Department of final payment under the aforementioned Work Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

(Signature of Authorized Contractor Representative)

----- **Notarization of Signature of Contractor (required)** -----

State of _____ County of _____

Sworn to and subscribed before me by _____ this _____ day of _____, 20____.

Personally known

Produced Identification. Type of ID: _____

_____ My Commission Expires: _____

(Notary's Signature)

Notary Public, State of _____ Commission Number (if applicable) _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Manual For Approving Continuing Education Courses For Operator Licensing**

EXHIBIT F



**MANUAL FOR APPROVING CONTINUING EDUCATION
COURSES FOR OPERATOR LICENSING**

For the

Florida Department of Environmental Protection

Operator Certification Program

Revised November 2018

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CHAPTER ONE

Purpose and Definitions

1.1 Purpose

The purpose of continuing education, for personnel licensed to operate drinking water and domestic wastewater treatment facilities and water distribution systems, is to encourage the dissemination of information on current or new technology and improve skills in plant or distribution system management and operations. The purpose of this document is to establish standards and approval criteria for continuing education courses, the sponsors of the courses, and the entities approving the courses. Continuing education is a requirement for license renewal for operators of public water systems and domestic wastewater treatment systems and water distribution systems.

1.2 Definitions

For purposes of this document, the following definitions shall apply.

- (1) **"Administrative record"** means any document relating to course approval, course offerings, attendance, course completions or credits, and any other records required to be kept by the Operator Certification Rule.
- (2) **"Assessment"** means the process for determining individual learning achievement.
- (3) **"Approved" or "qualified,"** with regard to a Provider, Sponsor, course, school, or instructor, means that the Department or Provider has determined that the applicant has met the criteria set forth in this document for approval and qualification.
- (4) **"Agenda"** means the schedule of how a continuing education course is to be presented including time allotment to subject matter and any meals and break times.
- (5) **"Audit"** means Department activity to monitor the offering of courses or examinations, including visits to classrooms, test sites, and administrative offices where documentation of individual attendance, completion records, and documentation of instructor credentials is maintained. Audit also means re-evaluating approved classroom course outlines and self-study programs based on current guidelines.
- (6) **"Course"** shall mean any class or seminar which has been approved by the Provider or Department for the purpose of complying with continuing education requirements.
- (7) **"Credit unit" or "CEU"** means ten hours of contact time for each 1.0 CEUs awarded. This time may be in the form of classroom time or a seminar. Self-study programs will be evaluated based upon an equivalent classroom time.
- (8) **"Department"** means the Florida Department of Environmental Protection.
- (9) **"Disciplinary action"** means administrative action that has been taken against an individual or entity as a licensee or approved course sponsor, instructor, or school official for which probation, suspension, or revocation of any license (issued by this or any other state, country, or territory) or approved status has occurred or for which a fine has been entered for a wrong doing.
- (10) **"Dual Licensed"** means holding a combination of drinking water, wastewater, or water distribution licenses at the same time.
- (11) **"Entity"** means a person, firm, institution, partnership, company, corporation, or association offering, sponsoring, or providing courses approved by the Department in eligible continuing education subjects.
- (12) **"Evaluation"** means a process of measuring success of courses or programs or the elements of courses and programs such as instruction, learning materials, and administration.
- (13) **"Formal program of learning"** means structured class or study material with an instructor and detailed outline, and not merely a discussion group without a leader or a general review outline for an examination.

EXHIBIT F: MANUAL FOR APPROVING CONTINUING EDUCATION COURSES FOR OPERATOR LICENSING

(14) **"Hour"** means sixty minutes of class or seminar time, of which at least fifty minutes *must* be instruction, with a maximum of ten minutes of break per hour, all of which must be accounted for on the agenda or syllabus. For self-study courses, "hour" means sixty minutes of time including reading, studying and completing assignments or projects.

(15) **"Incomplete CEU Course Approval"** means that an application for CEU Course Approval does not contain all correct information to be placed thereon, or on any required accompanying documentation, as required by the application or form or by any statute or rule of the Department. An application or form which contains errors, omissions, or which requires additional or clarifying information is an incomplete application or form.

(16) **"Instructor"** means a person who has been approved by the Department or Provider and who teaches or otherwise instructs an approved continuing education classroom course or program.

(17) **"Provider"** Must be an educational institution accredited by the Southern Association of Colleges and Schools (SACS) or a "Recognized Association" or a non-profit organization. Types of educational institutions are accredited universities, community colleges, and vocational technical centers. All Providers must be headquartered in the State of Florida and have been in active operation for no less than the previous five years.

Note: Public water, wastewater or water distribution systems with established training departments, or independent programs of instruction shall not be a CEU provider. Organizations such as these meet the requirements of a CEU sponsor.

(18) **"Recognized association,"** as used when describing an association in this manual, means an organization of individual licensees, companies, or business entities involved in the drinking water or wastewater industry that is established in Florida or on a national level, whether incorporated or not, which has officers and a board of directors elected by the membership; by-laws which establish requirements for membership; regular meeting schedules and agendas; a list of enrolled members from the most recent 12 months; and have been in active operation for no less than the previous five years.

(19) **"Self-study Program"** means study material in text, video, cassette, or computer based which is designed for individual study by a licensee, which has been approved by the Department or Provider.

(20) **"Seminar"** means a course designed to be presented using lecture, video, satellite, or other audio-visual presentation material by individuals with special expertise, which has an approved speaker or instructor present in the classroom during the presentation. A seminar may be presented any number of times within 12 months from the date the seminar is approved by the Department. A seminar is not an on-going class, but a different program from year to year. Seminar courses are identified as conventions, conferences, or annual meetings.

(21) **"Speaker" or "Lecturer"** means a person who has special expertise, who speaks at an approved seminar, and whose resume is furnished by the sponsor with the course application.

(22) **"Sponsor"** means any entity that does not qualify to be a "Provider" but has expertise in drinking water or domestic wastewater treatment or water distribution and has been approved by a Provider to present a course or seminar.

(23) **"Webinar"** means a "live" on-line educational presentation, lecture, workshop or seminar during which participating viewers can submit questions and comments via the web or by phone. Presenters must be able to engage Webinar attendees through some form of interactive polling, survey and/or Q & A features. Web based training in which the data transmission is one way and does not allow interaction between the presenter and the audience does not meet the definition of a webinar.

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CHAPTER TWO

General Information

2.1 General Requirements

License renewal in Florida is required every two years with each license cycle beginning on May 1st, of odd numbered years. The required number of Continuing Education Units (CEUs) must be earned during the current license cycle in order to renew a license without additional fees. CEUs can be earned only by successfully completing approved classroom courses, seminars, or self-study courses. To present classroom courses, seminars, or self-study courses for CEUs in the State of Florida, the presenter must be a Provider that has been approved by the Department or a Sponsor that has been approved by a Provider. General requirements for Providers are:

- (a) Entities that qualify as Providers shall apply to the Department according to procedures outlined in Chapter 3.1.
- (b) The Provider is responsible for the actions of its school officials, instructors, and speakers, etc.
- (c) Providers shall notify the Department in writing within 30 calendar days after a change in their telephone number, mailing address, or administrative office address.
- (d) Providers shall ensure that all approved CEUs meet the minimum criteria in Chapter 4.

The Department shall be notified of all courses and seminars approved by each Provider.

General requirements for sponsors are:

- (a) The sponsors shall maintain the records for 4 years from the date of completion for each individual completing a course.
- (b) Before presenting a course or seminar for CEU credit in the State, the sponsor is responsible to have all courses and seminars approved by a Provider according to the requirements outlined in Chapter 4.1.
- (c) The sponsor is responsible for the actions of their school officials, instructors, and speakers, etc.
- (d) Sponsors shall notify the Provider in writing within 30 calendar days after a change in their telephone number, mailing address, or administrative office address.

2.2 Schedule and Attendance Records

The sponsor of each class or seminar shall furnish a completed Schedule of Classes for each class or seminar offering for each location. This Schedule of Classes shall be received by the Department or Provider no later than 30 calendar days prior to the first day of the class or seminar and must be approved by the Department or Provider prior to the beginning of the class or seminar offering. The Department or Provider will assign a unique Course Code Number to each Course to identify each specific class or seminar as outlined in Chapter 4.6. This number must be entered on the roster of students successfully completing the class or seminar. Classes and seminars must be in session on scheduled dates during specified hours and held in an area readily accessible for audit by an authorized Department employee.

Sponsors may submit Schedules of Classes for approved courses on an annual or biennial basis and receive acknowledgment of approval by the Department or Provider before the beginning of the class. A sponsor cannot award credit for a class or seminar prior to the approval of the course application by the Department or Provider.

Sponsors with member chapters may allow those chapters to hold classes under the course approval number for the sponsor. The chapter must communicate with the approved sponsor to identify current approved course names and file reference numbers. Only approved classroom courses are eligible. An authorized chapter representative must sign the roster. The approved sponsor's name must appear on the forms. Administrative records are the responsibility of the approved sponsor. However, the records may be maintained by each chapter if available for spontaneous administrative audits by the Department. Sponsors shall maintain accurate attendance records of all approved courses

and seminars. Records must be maintained by the sponsor and must be available to the Department for a period of 4 years after each completion of an offering. Attendance records should not be submitted to the Department unless they are requested of the sponsor by the Department.

2.3 Certification of Students

A Certificate of Completion shall be issued to each person completing a continuing education course. The sponsor shall send a complete roster of all students who successfully completed a classroom course, seminar, or self-study course so that the roster is received by the Provider no more than 15 calendar days after the certificate was issued by the sponsor.

Classroom courses must be attended or completed in their entirety for a licensee to receive credit. Sponsors shall not issue certificates of completion to students who do not attend or complete the entire continuing education course. At the discretion of the sponsor, students may miss a class and attend a makeup class to complete the attendance requirement upon a showing of good cause. "Good cause" means an incident or occurrence which is beyond the control of the applicant and which prevents compliance. Examples of good cause are: Disabling accident, illness, call to military duty, or declared state or national emergency. The sponsor may hold makeup sessions to accommodate any student.

Seminars will be evaluated for the total number of hours of credit possible at the event. Sponsors may issue certificates of completion to students who do not attend the entire seminar if the seminar is made up of individual workshops or sessions where the subject presentation is completed in each workshop such as conventions and annual meetings. Attendees may receive less credit than the total possible by attending less than the total number of sessions.

Licensees must maintain completion certificates for all courses completed for 4 years from the completion dates. Failure to maintain these records for 4 years shall result in the Department or Provider relying solely on the submitted documents from course sponsors and Department records for compliance verification. Certificates should be issued as soon as attendance records can be verified and must be issued within 15 calendar days after the completion date of the class or seminar. For CEUs earned in Florida, licensees are not required to submit copies of certificates to the Department unless requested by the Department. The Provider will be responsible for submitting this information.

Credit will be allowed for the authors of approved course material on the same basis as the number of hours for which the course is approved. A combination of authors can split the credit as determined by the school official. The total hours of credit received by all authors can never exceed the total hours for which the course is approved. To receive credit, a request must be filed with the original course application. Credit can be received only once for each separately approved course for which a unique course code number is assigned. The course material must consist of current editions that are no more than five years old. The completion date for purposes of author credit will be the published date of the text.

Credit must be earned in the type of treatment for which the operator is licensed. Credit hours in courses that are generic in nature **will not** be split between the substantive categories related to the applicable particular classes of licensure. The credit must be used for drinking water or wastewater but not used for both. As used in this subsection, the term "generic" means credit hours which are not classified as drinking water or wastewater treatment operation and which may be used for credit in either category. Some examples of a generic course would be a course on pumps, management, health, safety, security and math. For operators that are dual licensed, the requirements of rule 62-602.710(4) (d) shall apply.

Neither students nor instructors may earn continuing education credit for attending or instructing any subsequent offering of the same continuing education course after attending or instructing the same course in the same or back-to-back renewal cycles. As an example, a course attended/instructed in November 2018 is valid for the 2019 (May 1, 2017 – Apr 30, 2019) renewal cycle. CEU credit for attending/instructing this course again during the 2019 or 2021 (May 1, 2019 – Apr 30, 2021) renewal cycle shall not be given.

2.4 Textbooks

Textbooks are not required for class and seminar courses. Students are to be provided with an agenda containing, at a minimum, the course title; unique course code number; times and dates of the course offering; the name, address, and telephone number of the sponsor; and, a detailed outline of the subject matter to be covered for classroom courses or workshop summaries for seminars in addition to appropriate handouts. Any printed material dispersed to the students must be of a readable quality. Any textbook must contain accurate and current information relating to the subject being taught. Textbooks or other detailed study material such as computer software or videos must be submitted for self-study course or seminar approval if the Department or Provider determines that the outline alone does not reasonably provide clear and sufficient information to allow the Department or Provider to determine whether approval shall be granted. Each self-study course must be sold with the approved textbook.

2.5 Instructors

Instruction in continuing education courses shall be provided by instructors who possess at least 2 of the following qualifications:

1. A minimum of 3 years working experience in water and/or wastewater treatment and/or water distribution.
2. Two teaching experiences in water and/or wastewater treatment and/or water distribution certified by the school official.
3. A professional designation from a recognized industry association.
4. A degree from an accredited school in water and/or wastewater treatment and/or water distribution.
5. Special expertise in water or wastewater treatment or water distribution, or a documented history of research or study in the area.

Certification of the instructor's experience or education and a resume shall be furnished by the sponsor or the instructor, received by the Department or Provider and approved prior to the beginning of the course. Individuals may submit a certification of instructor's experience independent of any school with only the applying instructor's signature. The Department is authorized to initiate administrative action for failure to have only approved instructors teach at an approved continuing education course. Approved instructors for approved classroom courses must display a legal photo I.D. to any Department auditor who conducts an official audit during their instruction time.

The Department shall have the right to review existing records of approved instructors and disapprove and remove any instructor found to have had any disciplinary action taken against any drinking water, domestic wastewater or water distribution license issued by this or any other state, country, or territory, at any time before or after being approved as instructor. Sponsors are responsible for verifying eligibility of instructors before submitting for approval. If an instructor has been denied approval by the Department or Provider to instruct continuing education courses, a six-month waiting period must elapse before a new certification request may be submitted.

Instructors will have the authority and responsibility to deny credit to anyone who disrupts the class or is inattentive. Based on the course sponsor's policies, refunds may be given. It will be a violation of the provisions of this document for an instructor or school official to knowingly allow during the class the activities of sleeping, reading of books, newspapers, or other non-course materials, use of a cellular phone, or to allow absence from class other than authorized breaks.

2.6 Advertising

Courses shall not be advertised in any manner as an approved continuing education course unless course approval has been granted, in writing, by the Department or Provider. The wording "approval pending" or similar language is not authorized to be used for any course. Advertising must be truthful, clear, and not deceptive or misleading.

Continuing education advertising relating to approved continuing education courses shall contain the sponsor name, the name of the Provider granting approval and if it is approved for drinking water, wastewater or water distribution CEU credit. In addition, it must show the Provider or Department unique course number for each course. The statement must be prominently displayed on the cover of any pamphlet, advertisement, or circular. The number of hours for which a course has been approved shall be prominently displayed on continuing education advertisements or circulars and shall differentiate approved continuing education credit hours from noncredit hours.

If the course is longer than the number of hours of credit to be given, it must be clear that additional credit is not earned for the entire course. Advertising of approved continuing education courses must be clearly distinguishable from the advertisement of all other courses and services which have not been approved to meet continuing education requirements. Advertising of several courses together to represent a single offering must identify each course separately with the approved course names.

2.7 Disapproval of Courses or Seminars

Any one of the following criteria shall constitute grounds for the Provider or the Department to disapprove an Application for CEU Approval:

1. Disciplinary action has been taken against the school instructor or speaker by the Department.
2. The application is incomplete or not filed in a timely manner.
3. The person, sponsor, school, instructor, speaker or course associated therewith has not otherwise met the qualifications specified in this document.
4. The person, sponsor, school, instructor or speaker has a history of untimely reporting of CEUs to the Provider or Department.

The disapproval of a course by a Provider may be appealed to the Department to review the grounds for disapproval.

2.8 Penalties

The Department or the Provider may impose the following penalties on a Sponsor for violations by sponsors, school officials, or instructors:

1. Provide Sponsor with a written warning outlining the specific violation that has occurred and with a recommended corrective action.
2. Suspend all course approvals submitted by the sponsor for a period determined by the Department.
3. Suspend or revoke the authority to instruct or deny the approval of an instructor, speaker, and lecturer.
4. This section is specific to late roster submittals:
 - a. Provide Sponsor with one (1) written warning that rosters were submitted beyond the 15-calendar day reporting deadline.
 - b. If, after one (1) written warning has been issued to a Sponsor, and late submittals continue to occur, the Provider may impose a late fee upon the Sponsor for each course roster submitted to the Provider after the required 15 calendar day deadline from course completion. This fee shall not exceed fifty dollars (\$50) per individual course roster. A late fee may be imposed upon a Sponsor only four (4) times within a two-year license cycle. (Additional warning letters may be issued in lieu of late fees)
 - c. If a Sponsor fails to submit timely rosters after penalties in paragraph (a) and (b) have been imposed within a two-year license cycle, all existing and future course approvals submitted by the sponsor will be revoked and/or denied for the remainder of the licensure cycle. The Sponsor will then be required to resubmit its course(s) to the Provider for re-approval.
 - d. The Provider shall notify the Department of any and all penalties imposed upon one of its Sponsors within 15 calendar days.
5. This section is specific to Provider timely upload compliance percentage rates:
 - a. The Provider shall be deemed to be in compliance if their timely upload percentage rate at the end of the two-year license cycle is 95% or higher.
 - b. If a Provider's timely upload percentage rate is lower than 95% for a two-year license cycle, the Department will issue a Probation letter to the Provider.
 - c. The Provider will be placed on Probation during the next immediate two-year license cycle. As an example, the timely upload percentage rate for the 2021 license cycle (May 1, 2019 – April 30, 2021) was lower than 95%, the Provider would be placed on Probation for the 2023 license cycle (May 1, 2021 – April 30, 2023).
 - d. If, following the two-year Probation period, the Provider's next timely upload percentage rate is lower than 95%, the Provider shall be placed on suspension for a period not to exceed 12 months. The Provider will not be permitted to review or approve new courses during this period. The Provider will be required to send written notification to each of its current and previously approved Sponsors

advising them of the Providers suspension and will direct Sponsors to any of the remaining Providers for course approval.

- e. If, following a suspension, a Provider does not comply with the timely upload percentage rate, the Department may continue to issue additional suspensions or seek to terminate the Provider's contract with the Department.
- f. A Provider may petition the Department for "special considerations" due to extenuating circumstances that negatively impacted the Providers ability to upload ceus in a timely manner. Following receipt of a Providers petition for special consideration, the Department will notify the Provider of its approval or denial. If special considerations are approved by the Department, the Department may remove specific courses from its calculations or adjust its penalties against a Provider accordingly.

2.9 Licensee Compliance; Penalties for Non-Compliance

A licensee shall be required to meet continuing education requirements by the end of each license renewal cycle. Licensees not meeting these requirements by the end of the renewal period shall not be issued a new license. A license shall not be issued until the required numbers of CEUs are earned and all required fees are paid. CEUs earned to meet the requirements of the pervious renewal period shall not be valid for the current renewal period. The licensee is responsible for maintaining a file of certificates from successfully completed courses, which may be used to update Department records if necessary. If at any time any portion of this manual conflicts with rules established under Florida Administrative Code, the rule language will take precedence.

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CHAPTER THREE

Providers and Sponsors

3.1 Roles of the Provider

A Provider is an entity approved by the Department. Once approved, a Provider may present courses, seminars, or self-study courses for CEU credit, and approve courses submitted by Sponsors. Their role is to ensure that the program planning content, organization and implementation comply with the criteria specified below. Providers must submit their qualifications to the Department and obtain Department approval before presenting courses, seminars or self-study courses for CEU credit or approving any course or seminar application for CEU credit. A “Request for Proposal” for Providers will be issued by the Department and publicly noticed in an effort to obtain CEU Providers. Providers will be approved based on the evaluations of proposals submitted during the solicitation.

3.2 Qualifications

Providers must provide documentation that they meet the following minimum qualifications:

1. Shall be either an educational institution accredited by the Southern Association of Colleges and Schools (SACS) or be a “Recognized Association” or be a “non-profit” organization.
 - Educational institutions are accredited universities, community colleges, and vocational technical centers.
 - Recognized Associations and Non-Profits organizations are organizations of individual licensees, companies, or business entities actively involved in the drinking water and wastewater industry. They may be established as such in Florida, or on a national level, whether incorporated or not, which has officers and a board of directors elected by the membership; by-laws which establish requirements for membership; regular meeting schedules and agendas; and maintain a list of enrolled members from the most recent 12 months.
2. All Providers shall be headquartered in the State of Florida.
3. All Providers must have been in active operation for no less than the previous five years.
4. All Providers shall have a contract manager that possesses a minimum of three years working experience in water and/or wastewater treatment and/or water distribution in Florida or a minimum of three years of contract management experience.
5. All Providers shall demonstrate experience in managing or presenting coursework, seminars, and/or self-study courses for at least a three-year period.
6. All Providers shall demonstrate special expertise in water or wastewater treatment or water distribution and a documented history of research, study or active involvement in these areas.

Note: Public or private water, wastewater or water distribution systems with established training departments, or independent programs of instruction shall not be a CEU Provider even if they are designated as a Non-profit Organization. Organizations such as these may only be approved as a CEU Sponsor.

3.3 Certification Submittals

Completion records for all classroom courses, seminars, and self-study courses are due to the Provider from the Sponsor no more than **15 calendar days** after the course completion date. All completion records must include the operator’s name, license type, license number, address, course or seminar number, course name/title, completion date, and number of CEUs earned. Completion records shall then be uploaded/transmitted by the Provider to the Department in an electronic format approved by the Department no more than **30 calendar days** after course completion date. However, the continuing education provider shall electronically report to the Department completion of a licensee’s course within **10 calendar days** beginning on the 30th day before the renewal deadline or prior to the renewal date,

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whichever occurs sooner. The Provider shall be deemed in compliance if their timely upload percentage rate at the end of the two-year license cycle is 95% or higher.

3.4 Sponsor Approval

An entity that sponsors a continuing education course must be approved by the Department or a Provider and be operated by, or for, a recognized association, a non-profit educational institute, a public water or wastewater system with established training departments, an independent program of instruction, or an institution of higher learning. A sponsor must meet the minimum requirements in Chapter 4 of this manual to obtain approval for CEU credit for a course or seminar.

3.5 Roles of the Sponsor

A Sponsor is an entity that has submitted a course or seminar to the Department or a Provider for approval. Once a course or seminar is approved, the sponsor may present the course or seminar for CEU credit. Their role is to ensure that the program planning, content, organization and implementation comply with the criteria specified below. Sponsors must submit their qualifications to the Department or a Provider and obtain approval before presenting courses, seminars or self- study courses for CEU credit.

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CHAPTER FOUR Course Approval

4.1 Requirements for Course Approval

The Department or Provider will approve a course as an acceptable continuing education program if it:

- (a) Is a "formal program of learning" or "self-study program" which contributes directly to the professional competence of a licensee;
- (b) Is not defined under this manual as a "not approved" course;
- (c) Has significant intellectual or practical content to enhance and improve the knowledge of the participants or enhance career potential;
- (d) Uses the most recent forms, editions, and laws;
- (e) Includes "evaluation" and "assessment" methods;
- (f) Includes an indication of the level of ability required to benefit from the course on the basis of basic, intermediate, or advanced levels;
- (g) Includes a bibliography of reference sources, if any;
- (h) Includes a list and sample of supplemental teaching aids, if any; and
- (i) Meets all other criteria set forth in this document.

Note: Courses offered across two renewal periods must split the CEUs earned between the two periods. For example, a week-long course that is 5 hours per day from April 29th to May 3rd will have 1 CEU credited in the earlier renewal period and 1.5 CEUs credited in the later renewal period.

Requests for approval of courses shall include the curriculum to be studied, texts, sample examinations (when applicable), and a copy of the printed instructions to staff or school officials for distribution of course material and examinations. Examinations must be referenced back to the text. If requested by the Department, the school official or representative must be able to identify the reference in the text for a particular question.

Self-study courses shall be completed by the licensee by achieving a grade of 70% or more on an examination approved by the Department or Provider. Self-study entities have the same responsibilities for record keeping as any other sponsor. The sponsor shall maintain examination records for a period of 4 years. The sponsor must diligently examine the course completion records to maintain the integrity of the grades reported. On or before each anniversary date of course approval, the sponsor shall submit to the Department or Provider a substantially revised examination for each course unless examinations are updated with each course sold.

The detail required for seminars is less than for classes. The approval package must include:

- (a) The topics to be presented and the speakers for each topic with clearly designated times.
- (b) A brief written description of the material to be presented and the objective of each presentation.
- (c) The date(s) and location of the seminar.

Each individual speaker must be approved by the Department or Provider before credit may be given for a session. Approved speakers shall be knowledgeable in the subject matter being presented. The subject matter shall be designed to improve the professional skills of the participants, and to upgrade the standard of all licensees to better serve the public.

The sponsor shall supply a resume of the speaker to the Department with the Application for CEU Course Approval. The resume must include sufficient information regarding the proposed speaker to allow the Department or Provider to make an informed decision regarding the qualifications of the speaker. The Application for CEU Course Approval also shall include an outline or descriptive summary of the speech, and any handouts.

Courses required to qualify for examinations are approved for CEUs, however, the CEUs earned will only apply to the type of license specified on the application for examination. The number of CEUs earned for these courses shall satisfy all CEU requirements for that license.

4.2 Approved Content

It is the responsibility of the Provider to ensure that the subject matter of each course is one of the following:

- (a) operation and control of a treatment plant or water distribution system,
- (b) troubleshooting treatment processes,
- (c) health and safety (associated with wastewater/drinking water/water distribution systems),
- (d) employment and community right-to-know notification procedures,
- (e) toxic and hazardous materials handling procedures,
- (f) solids and residuals control,
- (g) supervision and management,
- (h) basic chemistry and biology,
- (i) mathematics of the treatment process or water distribution system,
- (j) laboratory sampling procedures,
- (k) equipment or water main maintenance and repair,
- (l) computer applications for water or wastewater treatment or water distribution,
- (m) blue print reading,
- (n) government rules and procedures (applicable to water/wastewater treatment or water distribution systems),
- (o) back flow prevention/cross connection control,
- (p) new or alternative technologies associated with water or wastewater treatment,
- (q) security (applicable to water/wastewater treatment or water distribution systems)
- (r) emergency response, emergency planning,
- (s) hurricane preparedness, anticipating or mitigating hazardous weather active shooter.
- (t) college level courses in the field of Mathematics, Environmental Science, Chemistry or Biology offered by an educational institution accredited by the Southern Association of Colleges and Schools (SACS), that can be attributed to the water, wastewater and water distribution profession, can be approved for CEU's

4.3 Disapproved Content

The following are NOT approved:

Courses in:

1. Mechanical office or business skills (including typing, speed reading, etc.),
2. The use of calculators or other machines or equipment,
3. The use of computer software or equipment except in computer applications for water or wastewater treatment processes.
4. Motivation
5. Courses which are primarily intended to impart knowledge of specific products of specific companies, if the use of the products relates to the sales promotion or marketing of one or more of the products discussed;
6. Webinars that do not possess reasonable security or monitoring features such as attendee polling, screen overlay or screen minimization detection, or trusted agents/proctors present to verify attendee participation.

The following subjects shall be eligible for approval of credit; however, no more than 50% of the CEU requirements for a license may be utilized in these areas.

- (a) Courses in communication, time management, or stress management;

(b) Courses relating to management, client relations or improving the operations of the licensee's business as they relate to customers. If approval has been granted for the initial offering of a class or self-study examination of an approved course, approval for subsequent offerings shall be granted without requiring a new application for course approval within the 2-year renewal cycle for which the course received approval. Materials and speeches used in subsequent offerings of approved courses must be updated based on current information. Classroom courses, which have not been used for a period of 5 years, will be purged from the Provider's and the Department's database file. Future use of the courses requires a new application. "Use" means the activity of presenting the classroom course.

4.4 Assignment of CEUs

For classroom courses, one CEU shall be assigned for each 10 hours of classroom time. One ten-minute break is allowed during each one-hour period. For self-study courses, CEUs shall be assigned by comparing the course work to an equivalent classroom course. The number of CEUs issued for a seminar will be determined based on a case by case review or the material included in the submittal. The Provider or the Department will review the materials, assign the program CEU value, and notify the responsible party in writing of class approval and the CEU value. CEUs shall be on an hour for hour basis. If each session is assigned CEUs independently, partial credit may be given for attending a portion of the seminar, at the discretion of the sponsor.

4.5 Audits

Self-audits shall be conducted by the Provider and submitted to the Department every two years. The Department shall audit Providers as deficiencies are noted. The Department and Provider reserve the right to audit courses and administrative records with or without notice to the sponsor. Audits will result in notice to the sponsor of deficiencies found and of corrective action required by the sponsor where warranted. The Department or Provider will reduce the number of approved credit hours for the course or disapprove the course entirely if the sponsor fails to correct the deficiencies.

4.6 Course Numbering

Upon review and approval of each course submitted to the Provider, a unique course identification number will be established by the Provider. The course numbering system will be structured as follows:

1. Will contain eight (8) numeric characters (no letters)
2. The first two (2) characters will be used to identify the CEU Provider
3. The next three (3) characters will be used to identify the CEU Sponsor
4. The last three (3) characters will be used to identify the specific CEU course

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