

Tampa Bay Water Purchasing Procedures Manual

Revision Five 2025



PREFACE

Tampa Bay Water has implemented centralized Purchasing through the following process:

- Recommendations from the Performance Audit conducted by KPMG, Final Report, March 5, 2005, included: developing detailed procurement policies and procedure for guidance, utilizing existing general services contracts such as Vulnerability Assessment to consider formal procurement services, and making revisions to accommodate the decentralized procurement in place at that time. These recommendations revealed issues with consistency, completeness, and decision-making with the decentralized procurement process used by the Agency at the time.
- Recommendations from the Performance Audit conducted by LarsonAllen, Final Report, April 5, 2010, included centralized purchasing for cost optimization and optimal use of resources.
- Tampa Bay Water staff responded with a recommendation to centralize Purchasing in conjunction with the reorganization planned for FY13 and FY14.
- The Purchasing Department, under the Finance and Administrative Division, was created. The current Purchasing Department has the following purpose statement:
“The Purchasing Department oversees the ethical procurement of goods and services through strategic purchasing and operational procurement, in accordance with statutes and policies to provide efficient solutions and the best value for the Agency.”

The Purchasing Department developed the Centralized Purchasing Policy based on the best practices in the procurement industry, Tampa Bay Water Member Government policies, and Florida Statutes and regulations identified by the General Counsel’s office. The following revised Purchasing Procedures Manual is authorized pursuant to Resolution No. 2025-012 approved by the Tampa Bay Water Board of Directors on August 18, 2025.

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I. INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF THE PURCHASING DEPARTMENT

A. Introduction

The Purchasing Department provides centralized procurement support to the Agency. The purpose of the Purchasing Department is to oversee the ethical procurement of goods and services through strategic purchasing and operational procurement, in accordance with statutes and policies to provide efficient solutions and the best value for the Agency.

The purpose of this manual is to:

1. Outline the practices, principles, and procedures to be followed in the performance of the purchasing function.
2. Provide Purchasing staff with an understanding of their responsibility, objectives, limitations, and duties within the framework of the Agency's organization.
3. Establish reasonable standards against which outside auditors can measure the performance of the Department's functions.
4. Acquaint all employees with the purpose and functions of the Purchasing Department. Convey to employees and vendors, a clear understanding of the Agency's purchasing policies and methods.
5. To increase public notice of bid opportunities to promote more inclusion in appropriate purchasing activity for all competitive business owners who provide a commercial, useful product or service typically purchased by the Agency.

B. Responsibilities and Functions

This chapter identifies the specific responsibilities and functions of the Purchasing Department.
Designees

When used in these Procedures, any title such as General Manager, Purchasing & Warehouse Manager, or Requesting Department Manager, is presumed to include that person's official designee. For example, General Manager or the official designee.

Use of the term Bidder, Proposer, Vendor, Supplier, Contractor, Consultant

Throughout this manual these terms have been used interchangeably, and all are intended to refer to those seeking to do business or are doing business with the Agency.

Relative to Procedures

The Purchasing Department, under the Purchasing & Warehouse Manager, is responsible for developing and administering and coordinating purchasing procedures, initiating reports necessary to permit analysis of purchasing performance, processing solicitations, consolidating purchases of like or common items, analyzing prices paid for equipment, commodities, and services, and generally defining how to obtain savings and to coordinate purchasing procedures. The Purchasing & Warehouse Manager is charged with the responsibility of seeing that all purchases are made in accordance with applicable statutes and Agency rules.

The Purchasing Department develops and maintains the Agency Purchasing Procedures Manual, which includes purchasing objectives, standards, programs, and procedures for the acquisition of commodities and/or services.

The Purchasing Department coordinates purchasing procedures with all departments. Cooperation and understanding between departments are essential to the effective operation of the purchasing process. Close liaison must be established between the departments and the Purchasing Department to maintain an efficient and economical purchasing process. The Purchasing Department conducts or coordinates training on a regular basis.

The Purchasing Department, in conjunction with the General Counsel's Office, develops and maintains the standard language for all procurements.

Relative to Specifications/Scope of Work

The Purchasing Department assists Requesting Departments in the preparation and review of Specifications/Scope of Work.

The Purchasing Department reviews specifications provided by the Requesting Departments and may make suggestions to improve the clarity, openness, and competitiveness of the specifications. Changes and/or modifications will be discussed and coordinated with the Requesting Department in the drafting process.

The Purchasing Department has full authority to review and make recommendations regarding quality, quantity, and competitive nature of items to achieve the best value and the interests of the Agency are served. The Purchasing Department may increase or decrease quantities if there is economic benefit to the agency.

Consolidation of Requirements

The Purchasing Department may consolidate purchases of like or common commodities and/or services and enter into term contracts to obtain maximum economic benefits and cost savings.

The Purchasing Department may explore any possibilities of buying in sufficient quantities to take full advantage of quantity discounts.

Prioritization of Purchases

The Purchasing Department coordinates the priority of procuring commodities and/or services that are in the best interest of the Agency, based on the projected needs of the requesting departments, consistent with the Amended and Restated Interlocal Agreement and Master Water Supply Contract.

Standardization

The Purchasing Department may request departments to standardize commodities and/or services to promote a competitive environment, where practicable.

Vendor Relations

The Purchasing Department acts as the Agency representative(s) on all matters pertaining to procurement and promotes goodwill between the Agency and its vendors.

The Agency, through the Purchasing Department, encourages full and open competition wherever possible. All eligible vendors should be afforded an equal opportunity to submit solicitation responses and to compete on equal terms.

The Purchasing Department assures fair and equitable business dealings with all vendors.

Requesting Departments will coordinate with the Purchasing Department, when a particular good and/or service is estimated to cost \$25,000 or more. Purchases at this level must be advertised by the Purchasing Department. The Requesting Department will provide a specification or scope of work to the Purchasing Department.

Vendors have the right, under Section 120.57, Florida Statutes, to advise the Agency if they feel any language and/or requirements of a Specification inadvertently restricts or limits competition; or if, in their judgment, Specifications do not comply with standard trade practices or impose an impractical or unreasonable procedural burden.

During meetings with sales representatives, staff may not commit themselves or obligate the Agency for any good and/or service or give any information regarding performance or price which might in any way give one vendor an advantage over another vendor. Such action could compromise the intent or integrity of a competitive process, the Agency, or its representatives.

During the procurement process, all communication with vendors shall be through the Purchasing Department.

Procurement Advisory Role

Purchasing staff will stay current in the field of procurement through continuing education, memberships, and networking with other professionals, public and private. Participation in national educational institutions, trade associations and local specialized affiliates is encouraged to ensure the agency benefits from new developments and cooperative opportunities. Purchasing staff will also provide beneficial information through research, including but not limited to prices, market conditions, industry reports and white papers, and new products.

C. Administrative Principles

- To promote free and open competition through its specifications and purchasing practices. In addition, the Agency strives to develop specifications for compatibility with standard trade practices and to use procedures in accordance with the law and prudent business practice.
- To achieve a high degree of cooperation and coordination with requesting departments.
- To procure commodities and/or services of the proper quality, in the right quantity, at the right time, from the proper source, at a competitive price.
- To conserve public funds by procuring commodities and/or services at the lowest cost consistent with the quality needed to meet Agency requirements.
- To ensure recommended Bidders are financially stable and capable of adhering to the specifications and delivering quality commodities and/or services.
- To consider new sources of commodities and/or services when possible.
- To foster good supplier relationships, to create positive attitudes, and to promote the desire to do business with the Agency and provide new ideas and to promote innovation.
- To maintain, encourage, and expand participation in cooperative purchases with other governmental entities, when in the best interest of the Agency.
- To promote and support socially responsible procurement, including supplier diversity and sustainability in our practices.
- To maintain accurate records and controls.

D. Fraudulent Misconduct and Ethical Procurement Standards

Introduction

The Agency and its staff are required to maintain independence and impartiality in the procurement process when dealing with vendors, both in fact and in appearance, to preserve the integrity of the procurement process and to ensure there is public confidence that contracts are awarded fairly.

Fraudulent Misconduct (Section 112.313 Florida Statutes, Standards of Conduct for Public Officers, Employees of Agencies and Local Government Attorneys)

Solicitation or Acceptance of Gifts.--No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of

value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

Doing Business With One's Agency. No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, commodities, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, commodities, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

Unauthorized Compensation. No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

Ethical Procurement Standards

- State of Florida Code of Ethics

To avoid the possibility of any misunderstanding regarding compliance with the laws and regarding any appearance of impropriety, it is required that employees read and follow the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes. Questions involving the legal interpretation of the statutes should be directed to the Office of the General Counsel.

Any persons meeting the definition of “Local Officer” as defined in Section 112.3145(1)(a), Florida Statutes, including Personnel acting in the capacity of purchasing agent with purchasing authority exceeding \$20,000, or such other Category One limit as may be established by Section 287.017, Florida Statutes, must comply with Section 112.3145, Florida Statutes, Florida’s Financial Disclosure Law. The General Manager, in consultation with the General Counsel, shall ensure compliance with this requirement.

- National Institute of Governmental Purchasing, Inc. (NIGP) Code of Ethics

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization.

- Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
- Believes in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships to merit respect and inspire the confidence of the organization and the public being served.

- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the Institute and its staff should at no time or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations, but personally remains in the background of emphasizing the importance of the facts.
- Resists encroachment on control of personnel to preserve integrity as a professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender and age considerations carry no weight in personnel administration in the agency being directed or served.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically without discrimination based on principles and justice; and,
- Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.

II. METHODS OF PROCUREMENT

A. Introduction

This chapter will explain the different types of procurement methods and the guidelines for use.

B. Approval Thresholds

Amount of Purchase	Cumulative Signature Thresholds
≤ \$10,000	Level I (Currently titled Manager)
≤ \$20,000	Level II (Currently titled Senior Manager)
≤ \$35,000	Level III (Currently titled Director)
≤ \$65,000	Level IV (Currently titled Division Officer)
≤ \$150,000	Level V (General Manager)
Above \$150,000	Level VI (Board of Directors)

SPLITTING OF PURCHASES TO AVOID THE ABOVE LISTED REQUIREMENTS AT ANY DOLLAR LEVEL IS EXPRESSLY PROHIBITED.

Purchase Order (“PO”) splitting is the intentional use of multiple POs or Purchase Card transactions to execute a Purchase, which has been planned and budgeted as a single purchase or program, for the sole purpose of avoiding purchasing requirements applicable to the higher dollar amount of Purchase.

C. Procurement Methods

Purchase Amount	Procurement Method
≤ \$10,000	P-Card is preferred. PO is an alternate method. (Quotes advised but not required)
>\$10,000 and ≤\$25,000	Two or more Quotations (email, phone, catalog, website)
>\$25,000 and ≤\$50,000	Requires an Informal Request for Quotation (RFQ)
>\$50,000 and above	Formal Solicitation (ITB/RFP/ITN)

Informal/Small Procurement Up to \$50,000

- Definition

Purchases up to \$50,000 that are not associated with an active Agency contract, are considered a Small Purchase and an informal selection process may be used. Small purchase procedures are carried out according to dollar levels indicated below.

- Procedures

Up to or equal to \$10,000

- Requesting Department staff determines the need for the Purchase and verifies that the items needed, or suitable substitutes, are not inventory items stocked in the Warehouse.
- Requesting Department staff confirms budget availability and obtains approval to purchase with their Department Manager.

- Requesting Department staff identifies an appropriate vendor, confirms pricing and availability, and makes the purchase with a P-Card. (See Chapter VII)
- If the vendor will not accept payment by credit card, then Requesting Department staff enters a Purchase Requisition.

Between \$10,000-\$25,000

- Requesting Department staff determines the need for the Purchase.
- Written Descriptive, Technical, or Performance Specifications are advised, but not required. Requesting Department staff develop or revises specifications, as needed.
- Requesting Department staff verifies that the items needed, or suitable substitutes, are not inventory items stocked in the Warehouse. If assistance is needed, the Requesting Department should contact the Warehouse staff or their assigned Purchasing Representative.
- Requesting Department staff confirms approval to purchase and budget availability with their department manager. Department Managers will consult Finance if budget assistance is needed.
- Requesting Department staff enters a Purchase Requisition, and attaches Written Technical, Descriptive, or Performance Specifications, if applicable, along with the required quotations per table in section II.C., and any other information regarding sourcing to the Purchase Requisition.
- Quotes must contain the company name; the commodities and/or services being quoted, a price in U.S. Dollars, and must be less than 30 calendar days old or not past any expiration date listed on the quote.
- The lowest price from a responsive, responsible vendor which best meets the needs of the Agency should be selected for the Requisition. If the lowest price is not selected, specific reasons should be discussed with the Purchasing Department and properly documented in the Requisition.
- The Purchase Requisition is reviewed and approved by the Department Manager, Senior Manager/Director, and Division Officer as applicable through electronic workflow. The Department Manager, Senior Manager/Director, and Division Officer are responsible for ensuring the appropriateness of the quote solicitation and selection.

Between \$25,000 - \$50,000

- Requesting Department staff determines the need for the Purchase and verifies that the items needed, or suitable substitutes, are not inventory items stocked in the Warehouse. If assistance is needed, the Requesting Department should contact the Warehouse staff or their assigned Purchasing Representative.
- Requesting Department should contact the Purchasing Department at least sixty (60) calendar days prior to when the commodities and/or services are needed.
- Requesting Department staff provides written Descriptive, Technical, Performance Specifications or Scope of Work, Quantities, and Quote Pricing Form to the Purchasing Department. Purchasing Department may provide a template or a previous example.
- Requesting Department staff confirms approval to purchase and budget availability with their Department Manager. Department Managers will consult Finance if budget assistance is needed.
- Requesting Department staff works with the Purchasing Department to prepare the Request for Quotes (RFQ) needed for advertising.

- The Purchasing Department will publish the RFQ and advertise it on-line via the agency's e-procurement portal. The RFQ shall be open for a minimum of fifteen (15) business days. For this level of purchase, once the quotes are evaluated, the Purchasing Department issues the Notice of Intent to Award.
- If there is no activity during the 72-hour protest period, the Requesting Department enters a Purchase Requisition. The Purchasing Department reviews and approves the requisition and converts it to a PO once it has gone through the approval workflow.

Formal Competitive Sealed Invitation to Bid (ITB):

- Definition

The Invitation to Bid is used for purchases exceeding \$50,000 when the Agency is capable of specifically defining the Commodities and/or Services to be purchased and when those commodities and/or services are available in equal quality from multiple sources. Examples would include spare parts available through several distributors, or well- defined services such as tree trimming or janitorial services. In the case of Services, a clear Scope of Work is defined for which a Contractual Service is required. The ITB, Scope of Work, Specifications and other Bid Documents will specify the criteria upon which the Bid will be evaluated. Bids will be evaluated strictly against these criteria and Specifications. Public Notice is required for an ITB. The award is made to the lowest, responsive, responsible, qualified Bidder meeting the criteria and Specifications established in the ITB and does not include discussions or negotiations with Bidders.

- Procedures

Formal Competitive Sealed Invitation to Bid Procedures are detailed in Chapter III.

Formal Competitive Sealed Request for Proposals (RFP):

- Definitions

The Request for Proposal (RFP) is used when the purchase involves commodities or more often, services where factors other than price should be considered and the commodities and/or services cannot easily be compared "apples to apples". Examples would be auditing services, management consulting services, technical services such as ecological or hydrological monitoring, land management, or commodities and services combined, such as a new company wide phone system with software applications, where different providers would offer varied and not necessarily equal features and benefits or levels of expertise and services. The criteria will help determine the best overall value and solution for the Agency from among the proposals. The Request for Proposal, Scope of Work, Specifications, and other proposal documents will specify the criteria against which the proposal will be evaluated. Proposals will be evaluated strictly in accordance with these criteria and Specifications. The RFP responses are scored using a point system with points given to each Proposal by an evaluation team often referred to as a Selection Committee. A written summary of the scores and rankings is prepared. This method is primarily used in the acquisition of services but may be used for the acquisition of commodities when conditions exist that would make this the method most likely to obtain the best value for the Agency. Public Notice is required for an RFP. The award is made to the highest ranking, responsive, responsible, proposer(s) deemed by the selection committee as most qualified to provide the commodities and/or services, taking into consideration the price, Specifications and

other criteria set forth in the RFP. Certain RFPs are governed by the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, which establishes selection and contracting procedures by which the Agency must select "Professional Firms", as defined by the statute, which includes, professional engineers, architects, landscape architects, and surveyors and mappers.

- Procedures

The additional procedures used for RFPs and for CCNA RFPs are detailed in Chapter III.

Formal Invitation to Negotiate (ITN):

- Definitions

The Invitation to Negotiate is used when the Agency determines that negotiations may be necessary to obtain the best value and/or the most appropriate commodities and/or services solution and when the agency is not able to define completely the Scope of Work. It is used when conditions exist which indicate that an ITB or RFP will not prove to be the most cost-effective or efficient mechanism to purchase the needed commodities and/or services. However, the Board must determine and specify in writing the reasons that procurement by ITB or RFP is not practicable before an ITN method can be used. This method solicits a group of vendors which may be capable of providing the required commodities and/or services and generally brings the vendors into the process of determining Scope of Work/Specifications for the Project. Public Notice is required for an ITN.

If one or more of the following criteria apply, an ITN may be the most applicable purchasing method.

- The Scope of Work for the Contract cannot be accurately and completely defined by the Agency. This often occurs for acquisition of rapidly changing technology or complex services.
- The commodities and/or services can be provided in several different ways, any of which could be acceptable. This often occurs where differing technologies exist for achieving the same or equivalent results.
- Contractor qualifications and the quality of the commodities and/or services to be delivered may be considered more important than the Contract Price.
- The Agency wants the responses to be creative and provide innovative solutions that may differ from the requirements specified by the Agency. This process allows for those types of alternatives to be considered.
- The responses may contain a different level of commodities and/or services than that requested, requiring negotiation to reduce price of services to match available contract funds or increase price to meet a higher level of service. An award is made to the Offeror with the best combination of Proposal and Contract Price qualifications.
- Service providers that may be prohibited from providing a Bid for fees (architects, auditing services and certain other professional services etc.).

Award is made to the Offeror providing the best overall solution for the Agency, taking into consideration the Offeror's qualifications and ability to provide the proposed commodities

and/or services, the cost-effectiveness and efficiency of the proposed solution and such other criteria as may be determined by the Agency.

- Procedures

Formal Invitation to Negotiate Procedures are detailed in Chapter III.

D. Competitive Bidding Exception (CBE)

In accordance with 287.057(3), Florida Statutes, and Tampa Bay Water Resolution 2025-012 certain commodities and/or services are considered competitive bidding exceptions and may be procured without competition. Some of them have specific processes or procedures and are described in the sections that follow. When determining if a purchase is a CBE and to complete the purchase, the Requesting Department staff should consult with the Purchasing Department to determine the best procurement method and assure proper processes and documentation. The complete list of CBEs is found in the Resolution. Some common examples are:

- Emergency Purchases
- Sole Source Purchases
- Interlocal/Intergovernmental Agreements (Piggybacks)
- State or National Cooperative Contracts (DMS, TIPS, Sourcewell, GSA, Omnia, etc.) that have been competitively awarded.
- Direct Purchases of Construction Material (ODP)
- Grants
- Software Support Agreement
- Real Estate Appraisers
- Real Estate
- Insurance Agreements and Policies
- Travel and Transportation
- Dues, Memberships and Subscriptions

Emergency Purchases

- Definitions

Emergency – Per Purchasing Policy Resolution 2025-012 Section 1.B.x.a. an emergency condition exists when the immediate procurement of equipment, supplies or services is essential to protect life, health, or public safety. The General Manager, or Designee(s) has the authority to determine when an emergency exists.

Non-Declared Emergency – A state of emergency designated by the General Manager or his Designee(s) that is recognized by the Agency, but not by the County, Governor, or the President.

Declared Emergency – A state of Emergency or State of Disaster formally declared by any member government County, Governor, or President.

- Procedures

- Non-Declared Emergencies - Designated by the General Manager or Designee(s)

- The Division Officers, as Designees, are authorized to determine and make emergency purchases, regardless of amount. Prior approval from the General Manager is not required.
- When making Emergency purchases, the Division Officers should coordinate with the Purchasing Department and take all reasonable measures to assure the lowest attainable cost for quality commodities and/or services and must continue to emphasize public trust in our purchasing practices.
- The Purchasing Department will issue each Division a series of authorized PO numbers to be used in case of an Emergency when access to the Financial System is not possible. These numbers can be given to vendors as a PO number to bill against.
- Requesting Departments shall enter a Purchase Requisition for any issued authorization numbers, in the Financial System as soon as possible. For emergency purchases exceeding \$10,000, the Requesting Department shall submit to the Purchasing Department, within 10 business days, a simple, written explanation describing the situation and reason for the purchase, to attach to the Purchase Requisition, as justification for not obtaining normal approvals.
- Although construction requirements are not common in the Non-Declared emergency, the following applies if they occur. Section 2.02(10)(a) of the Amended and Restated Interlocal Agreement provides that with respect to construction of improvements to Tampa Bay Water facilities; the competitive bidding requirement may be waived if “the Board determines that emergency circumstances are present”. This authority determines when an emergency exists was delegated to the General Manager as previously referenced in Resolution 2025-012.
- The public announcement requirement for the purchase of commodities and/or services more than \$50,000 or for basic construction costs in excess of \$325,000 (or such other amounts as is subsequently established for Category Two and Category Five, Section 287.017, Florida Statutes), is waived in the case of an emergency.
- Emergency purchases over the General Manager’s delegated authority threshold shall be presented to the Board for ratification as soon as practicable, depending on Board meeting dates and deadlines, but no later than 90 calendar days after the end of the emergency.

Declared Emergencies

- The Purchasing function under the Logistics Section will procure essential commodities and/or services during a Declared Emergency in compliance with the Water Emergency Incident Command System (WEICS).
- Reporting will be done as required by the WEICS.
- In a Declared Emergency, staff will work with the Purchasing Department to ensure required contract clauses and additional documentation including narratives, detailed descriptions, or photographs to support agency FEMA reimbursement claims are included on all POs, P-card statements, and contracts.

Sole Source Procurement

- Definitions

Sole Source procurements are ones in which the commodity and/or service is only available from one source, or when it is determined, by the Purchasing & Warehouse Manager in

coordination with the requesting department, management and/or general counsel as appropriate, that other methods of procurement are not feasible or not advantageous to the Agency.

Considerations for justification of a Sole Source procurement may include:

- The commodity and/or service is wanted for experimental trials, pilots, and/or testing.
- Additional unanticipated commodities and/or services are needed to complete an ongoing task.
- The commodity is identical to existing equipment installed at other Agency locations for the same purpose. Standardization of the items or systems benefits the agency by eliminating the costs of maintaining spare parts and training staff on multiple items or systems.
- The commodity is a component, repair, or replacement part of existing equipment for which no commercially available substitute exists, and the purchase can only be made from the manufacturer or sole distributor.
- Exigent circumstances exist that dictate delivery is a critical factor and only one vendor can meet the time constraints.
- When purchasing commodities and/or services from another provider would invalidate a warranty.

A request for a proprietary item does not justify a Sole Source procurement if there is more than one potential source (e.g., multiple distributors) for the type of item sought.

- Procedures

To conduct a Sole Source procurement the approximate minimum time required is forty-five (45) calendar days.

- The Requesting Department completes a Sole Source Justification Memo using the agency template maintained by the Purchasing Department. The memo explains the following:
 - The basis for the sole source determination including benefits to the Agency from the sole source purchase.
 - Adverse consequences for the Agency of a competitive procurement.
 - Efforts, if any, to locate other sources.
 - How other sources were evaluated and eliminated.
 - The reason the Requesting Department believes the pricing to be fair and reasonable.
- The Purchasing Department will review the memo and make recommendations. The memo is then signed by the Purchasing & Warehouse Manager, Department Manager, and Division Officer. Requests of \$150,000 or higher must also be approved and signed by General Counsel.
- Upon final approval of the Justification Memo the Purchasing Department advertises the Notice of Intent to Sole Source, including a description of the items or services and intended vendor, on-line through the e-procurement portal for a minimum of fifteen (15) business days as required by Section 287.057(3)(c), Florida Statutes.
- If inquiries are received, the Purchasing Department and the Requesting Department evaluate the information and if the prospective vendor information meets the requirements, the Agency will cancel the Sole Source, and issue the appropriate

competitive solicitation. If the Purchasing Department and the Requesting Department determine that the information received from prospective vendors does not meet the necessary requirements and that there is only one qualifying source for the required Commodity and/or Services, the Purchasing Department will notify the vendors of the reason.

- When all inquiries are answered satisfactorily, the Purchasing Department advertises a Declaration of Intent which incorporates the Notification of Right to Protest in accordance with Section 120.57(3), Florida Statutes for a minimum of 72 hours not including weekends and holidays. If no protest is received the purchase may then proceed.
- Declared Sole Source purchases expected to exceed \$150,000 must be approved by the Board of Directors.
- The Purchasing Department and the Requesting Department may negotiate with an approved Sole Source vendor.
- The Sole Source Purchase must also follow all appropriate procedures and approval thresholds specified for the type and dollar amount of Purchase.

Cooperative Purchasing Agreement Programs

- Introduction

Tampa Bay Water may, at the discretion of the Purchasing Department, utilize Cooperative Purchasing agreements which were competitively bid by another public agency for the purchase of Commodities and/or Services. Such Cooperative Purchasing may include, but is not limited to:

- Joint or multi-party Contracts with other public entities Nationally or in the State of Florida, local governments
- Open-ended state contracts made available by the Florida Department of Management Services
- General Services Administration (GSA) sources available due to the State or local instrumentality eligibility determination of Tampa Bay Water, including:
 - GSA Cooperative Purchasing program
 - GSA Disaster Purchasing program
 - GSA Public Health Emergencies program

However, when using Cooperative Purchasing agreements, the Purchasing Department along with the Requesting Department must exercise prudence and care to ascertain that the Purchase will meet Specifications and the Cooperative Purchasing agreement will provide the most cost-effective method for making the Purchase, taking into account pricing from other sources and the administrative costs and time involved with a new solicitation. The Purchasing Department will also verify that the agreement was competitively bid and will be valid for the time the Commodities and/or Services are required. The Purchasing Department obtains permission from the supplier and the source agency for utilization of the contract. All Cooperative Purchasing Agreements are also reviewed by the General Counsel for approval prior to use. Cooperative agreement purchases above \$150,000 still require Board approval. The contract of the originating entity will govern the terms and conditions. The Requesting Department enters a requisition with appropriate documentation, and a PO is issued for payment.

- Cooperative Bidding Participation

Cooperative Bidding is a form of intergovernmental cooperative purchasing in which two (2) or more public procurement agencies agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single request for competitive sealed bids/proposals. Once submittals have been received and discussed by the participants, each public procurement agency issues and administers its own PO or contract.

The Purchasing & Warehouse Manager shall have the authority to join with other governmental entities in cooperative bidding ventures when the best interests of the Agency would be served.

When participating in a cooperative bidding process the following procedures apply:

- A Lead Agency shall be designated to prepare and solicit Bids/Proposals on behalf of the cooperative purchasing participants.
- The Lead Agency shall survey the participants for their requirements and prepare the Specifications, Bids/Proposals and Bidder's list for review by the participating entities.
- The Lead Agency shall solicit, receive, open, and tabulate the Bids/Proposals.
- Submittals shall be evaluated based upon the Specifications and criteria set forth in the solicitation, and a recommendation for award made.
- Purchases over \$150,000 of which the Agency is the Lead Agency require approval by the Board of Directors. Purchases under \$150,000 may be awarded by the General Manager.
- Each Participating Entity shall issue its own POs and make its own payments.
- Any pre-award disputes related to the Specifications or bidding process shall be the responsibility of the Lead Agency.
- Any other disputes that arise after the award between any entity and the Vendor shall be resolved by that entity and the Vendor. This does not preclude participating entities from working together to resolve a common dispute.

Piggybacking

Piggybacking is a form of intergovernmental cooperative purchasing in which a public purchaser completes the competitive solicitation process, and enters into a contract for which other public procurement entities may utilize to purchase from the selected Vendor under the same terms and conditions agreed to in the contract.

Pursuant to Section 189.053, Florida Statutes, Tampa Bay Water may purchase commodities and/or services, other than services the acquisition of which is governed by Section 287.055, Florida Statutes (architecture, professional engineering, landscape architecture, or registered surveying and mapping), from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations, and which are otherwise in compliance with general law if the purchasing agreement of the other special district, municipality, or county was procured by a process that would have met the procurement requirements of Tampa Bay Water, regardless of whether or not the purchasing agreement contains a clause allowing other governmental entities to "piggyback."

The required documentation includes:

- A complete copy of the solicitation.
- Tabulation of all solicitation responses.

- A complete copy of the awarded Vendor's proposal.
- A copy of the award letter/memo/agenda item to the awarded Vendor.
- A copy of the awarded and executed contract and any amendments.

The Requesting Department must verify that the commodities and/or services needed are within the scope of the contract, and that the scope meets the Requesting Department's needs.

Any request to piggyback a contract requires approval from the Purchasing & Warehouse Manager prior to General Counsel review.

The Purchasing Department will:

- Work with the Requesting Department and the Lead Agency to acquire the documents and will review them to make sure they meet the criteria.
- Review the Requesting Department's request and the contract of the entity to determine if the Agency's requirements are met and if use of the contract is in the best interest of the Agency. Considerations include but are not necessarily limited to the original quantities in the bid, the reasonableness of price, current market, contract term, and applicable laws.
- Verifies the terms of the contract to ensure it will be valid for the length of time required.
- Coordinate with General Counsel to ensure legal requirements are met.
- Draft a supplemental piggyback agreement for routing and execution with the vendor. This agreement incorporates the terms and conditions of the original contract and forms the basis for utilization of the contract. The General Manager will sign such agreements up to \$150,000 and those over \$150,000 will require Board approval.

The commodity and/or service needed must be specifically within the scope of the contract awarded by the other entity and the contract must be active. Purchases cannot be made against a contract that has expired.

Any PO issued shall reference the public entity's bid or contract number.

State of Florida Contracts/Department of Management Services (DMS)

If the Purchasing Department or Requesting Department identifies an existing State Contract that would meet the needs of the Requesting Department, that contract may be used in lieu of conducting a competitive procurement, pursuant to Section 287.056, Florida Statutes.

A review of the Scope of Work or item specifications of the State Contract shall be performed by the Requesting Department to determine if the contract will meet the technical needs of the Requesting Department.

The Purchasing Department reviews the DMS documents to verify the term of the contract and coordinates with DMS on any other questions. Complex contract questions must be referred to General Counsel for guidance.

DMS Contract purchases over \$150,000 will require Board approval.

Upon approval, the Requesting Department enters a requisition, and a PO is issued for payment purposes only. Terms and Conditions of the DMS agreement prevail.

Owner Direct Purchases (ODP) of Construction Material

- Introduction

In some construction projects it may be in the best interest of the Agency to purchase equipment/material after the contract is bid and awarded, to qualify for an exemption from payment of sales tax. In these instances, there are specific tasks the Agency must perform and those which the Contractor will perform.

- General

The bid documents contain language reserving the rights of the Agency to implement the Sales Tax Exemption Program (STEP) also referred to as Owner Direct Purchase (ODP), and they clearly define the role and responsibility of the Contractor regarding the ODP. After award of the Contract, the Agency should determine whether it is in the best interest of the Agency to use the ODP program. An important consideration is the expected value of the tax savings that will result from the ODP program. If the decision is made to implement the ODP program there are specific steps and requirements that must be followed, shown below, to avoid an after-the-fact determination by the Department of Revenue that the Agency is responsible for payment of sales tax, including a penalty and interest.

- Consideration for implementing the ODP program:

- Agency shall realize savings of more than 10% of the cost for materials.
- Purchasing Department must be involved in the solicitation of materials by the Contractor.
- All ODP opportunities must be identified as early as possible in the solicitation, design, and/or construction phases of the project.
- Purchasing Department must be involved in the negotiation of the awarded material purchases by the contractor.
- Documentation required to accompany the PO, as applicable, may include:
 - Bailment Agreement
 - Certificate of Entitlement
 - Certificate of Insurance
 - Substitution of Party
 - Supplemental terms and conditions

- ODP Required Steps

- Direct PO - The Agency shall issue the PO directly to the vendor supplying the tangible personal property identified by the Contractor for use in the project.
- Direct Invoice - The vendor's invoice will be issued directly to the Agency.
- Direct Payment - Payment of the vendor's invoice will be made directly by the Agency to the vendor from Agency funds.
- Passage of Title - The Agency will take title to the tangible personal property at the time of purchase or delivery by the vendor.
- Assumption of the Risk of Damage or Loss - The Agency assumes the risk of damage or loss at the time of purchase or delivery by the vendor.
- Certificate of Entitlement - Agency must issue a Certificate of Entitlement to the vendor and names the Contractor. A separate Certificate of Entitlement must be attached to each PO that is issued. The Form for a [Certificate of Entitlement](#) can be found in the Appendix to this manual.

- PO Procedures
 - Contractor submits a request with appropriate attachments to the Project Manager, or Designee, including Pricing, Descriptions, and any Special Terms.
 - The Project Manager enters a purchase requisition which follows normal workflow approvals; including the information provided by the contractor. The purchase requisition must also have a current quotation from the Supplier providing the ODP equipment or supplies. The quotation must be addressed to Tampa Bay Water. The quotation must not deviate or conflict with the Contract Terms and Conditions, unless previously negotiated and approved by Tampa Bay Water General Counsel.
 - Purchasing Department converts the requisition to a PO. General Counsel reviews the PO and all required documents for compliance and upon approval, Purchasing completes the PO process with distribution to the appropriate parties.
 - The Project Manager enters a PO Change Order to then modify the Prime Contractor's PO to adjust the total to account for the ODP purchase.
 - Because the ODP purchase is part of the previously approved Construction Contract, ODP purchases, even over \$150,000 do not require additional Board approval.

III. PROCUREMENT AND AWARD

A. Introduction

This chapter provides information on the Procurement Process for Invitations to Bid (“ITB”), Requests for Proposal (which includes CCNA) (“RFP”) and Invitations to Negotiate (“ITN”) from the planning stage through award and delivery (collectively referred to as “Bids/Proposals”). All three procurement methods follow the procedures detailed in this chapter unless otherwise noted.

B. Training

Prior to making any purchase, Requesting Department personnel must attend the Purchasing Department’s Procurement Overview training and be trained how to use the Agency’s Financial System..

C. Pre-Procurement Planning Process

Request to Procure Intake Form

Requests to have commodities and/or services procured should begin with a Procurement Planning Meeting and the Purchasing Department may request the completion of the Request to Procure Intake Form. This form provides vital information about the procurement needed to facilitate the timeline and documents associated with the solicitation. A sample of this form may be found in the appendix of this Purchasing Procedures Manual.

Procurement Planning Meeting

Procurement Planning Meetings are held to discuss and agree upon the method of procurement, determine funding, develop a schedule, discuss lessons learned from previous procurements, and address potential challenges and anything that may limit competition. Procurement Planning Meetings are essential to the successful execution of the Agency’s procurement process.

- The Requesting Department must contact the Purchasing Department, in sufficient time, to discuss the need for a Procurement Planning Meeting, prior to initiating a procurement process for purchases exceeding \$50,000. Failing to do so may cause a delay in the Requesting Department’s anticipated procurement schedule.

Note: The time required to conduct a procurement is based on the Purchasing Department’s receipt of finalized documents from the Requesting Department. See table below for approximate minimum times by procurement type.

Type of Procurement	Approximate Minimum Time
Request for Quotes (RFQ)	60 calendar days
Invitation for Bids (ITB)	120 calendar days
Request for Proposals (RFP)	160 calendar days
Invitation to Negotiate (ITN)	160 calendar days
Construction Manager At Risk (CMAR)	180 calendar days

- Many things affect the timing of the solicitation process. For example, some steps in the process have statutory requirements for an advertising period, or a waiting period, so Purchasing builds those into the schedule. Time is also often required to accommodate unforeseen circumstances. Examples might be if a proponent hasn't registered with Florida Sunbiz or takes extra time securing the required insurance or bonds prior to award. Delays have previously occurred due to severe weather in our area where the agency was closed for multiple calendar days and solicitation related public meetings had to be postponed. For complex procurements, proponents may request more time to respond than given in the solicitation. Accommodating this request helps protect competition. Formal solicitation processes can take even longer if complications arise during the process, or if accommodation needs to be made for holidays, or staff schedules. Requesting Departments should consider this when requesting a procurement. The Purchasing Department will provide a final timeline and send calendar invitations, if applicable, to all stakeholders when all requested documents and information are received from the Requesting Department.
- The Requesting Department must advise the Purchasing Department of any business decisions that may limit competition.
- Decisions, or changes to decisions, made during the Procurement Planning Process, relative to the method of procurement and the procurement schedule, will be approved by the Purchasing & Warehouse Manager and/or the Chief Financial Officer.

Scheduling

The Purchasing Department, in conjunction with the Requesting Department, establishes a tentative schedule of events for the procurement to include; the development of Specifications, issuance of Public Notice, the Pre- Bid/Proposal Conference (if applicable), the Site Visit (if applicable), the Public Bid Opening time and date (“Opening Date”)(if applicable), the evaluation process (including whether or not to use an Evaluation Committee), approval, and the preparation of the PO and/or Contract, etc.

D. Solicitation Process

Specifications/Scope of Work

- Purpose

The purpose of the Specification or Scope of Work (referred to collectively as “Specifications”) is to serve as a basis for obtaining commodities and/or services adequate and suitable for the Agency’s needs while encouraging the maximum practicable competition consistent with this purpose. This section applies to all people who may prepare Specifications for Agency use.

- Responsibility for Specifications

- Requesting Department

The Requesting Department is responsible for preparing the Specifications and submitting them to the Purchasing Department in a timely manner and in an acceptable electronic format.

The Requesting Department is responsible for complying with contractor licensing and permitting qualifications and experience requirements. These requirements will be included in the Specifications.

When developing Specifications for a Request for Proposal, the Requesting Department shall recommend the Proposal evaluation criteria including the weighting of the criteria, and the proposed members of the Evaluation Committee. When fees are involved, it is recommended that they make up no less than 20% of the total score.

- Purchasing Department

The Purchasing Department is responsible for reviewing Specifications for areas that appear to limit competition or may require more information to clarify bids. In these instances, the Purchasing Department may request that Specifications be revised or clarified by the Requesting Department.

- Specifications Development

When developing the Specifications, the Requesting Department should take into consideration the total cost of ownership, operations, initial acquisition, rental, leasing, etc.

The Requesting Department should prepare concise, but thorough, Specifications to ensure that commodities and/or services will fulfill their intended purpose. The Specifications should be sufficiently detailed to provide a basis for full and fair competitive bidding. For example, common nomenclature, kind of material, electrical data, dimensions, size or capacity, principles of operation, environmental conditions, etc.

A Specification composed or designed solely for the purpose of eliminating competition or requiring a particular Brand Name should not be used. If a “no substitute” Specification must be used, the Requesting Department shall provide written justification.

Requesting Departments are encouraged to use the National Institute of Government Guidelines on Best Practices for specifications, which is available from the Purchasing Department.

In the Specifications, the Requesting Department must:

- State exactly what is needed clearly, definitively, and completely.
- Avoid nonessential quality restrictions that add cost and difficulty in procurement without adding to utility and value.
- Avoid definitions that unnecessarily restrict competition.
- Avoid unnecessary use of abbreviations and acronyms.
- Conform, to the extent possible, to established commercial and industrial standards.
- When applicable, specify the means or basis for testing responses and deliveries for conformance with the Specifications; and,
- State the responsibility for obtaining any permits necessary to complete the work covered, who pays for the permit application and that any permits should be obtained prior to starting any work.
- On RFPs and ITNs, the Requesting Department must also provide background information about the project, draft evaluation criteria and weights, and submittal requirements that align with those criteria, i.e., if “Approach” is a criteria then there should be a submittal section titled “Approach”. The Requesting Department will specifically name the elements that the Proponents need to provide in that area in their submittal.

The Purchasing Department may require additional information from the Requesting Department relative to Specifications.

Any person or company that has participated in the preparation of the Specifications may not submit a Bid/Proposal; except where the Invitation to Negotiate method has been used.

Once a Bid/Proposal has been issued, no changes in the Specifications can be made except by Addendum, which will be posted by the Purchasing Department.

- Use of Brand Name

Brand names, trade names, or names of manufacturers (collectively “Brand Names”) may be used in identifying a product when based upon sufficient documented justification; the following determinations can be made:

- No other Design or Performance Specifications is available.
- Time does not permit the preparation of another form of purchase description, excluding the Brand Name.
- The nature of the product or the nature of the Agency’s requirements makes use of the Brand Name suitable for the procurement.

Brand Name specifications should designate a minimum of three (3) if possible, or as many different brands as are practicable. The term “or equal” should be avoided in Brand Name Specifications. Instead, the specification should include language that allows Bidders to submit other brand names or comparable items for consideration along with supporting documentation. If they meet the specifications, they will be deemed acceptable.

- Contractual Terms

If the Requesting Department has special terms or conditions to be included in the solicitation documents, it shall provide these special terms and conditions to the Purchasing Department with the Specifications. The Purchasing Department will review them for clarity and ensure they are not prohibitive. The Purchasing Department may consult General Counsel to review special terms and conditions when necessary. The Purchasing Department will enter them in the appropriate place in the solicitation documents.

- Grant-Funded or Co-Funded Procurements

If a procurement is funded in whole or in part by a Grant or Co-Funded from an outside agency, the Requesting Department must provide any special requirements or provisions in the Grant or Co-Funding Agreement to the Purchasing Department, allowing enough time for the Purchasing staff to review and ensure compliance, prior to the solicitation. The Requesting Department should include the Purchasing Department in preliminary meetings and/or provide information about the project as soon as it is known.

The Requesting Department should not obligate the Agency to a particular Bidder in the grant or co-funding application process. If identifying a Bidder in the grant or co-funding application is required, consult with the Purchasing Department before applying. The Purchasing Department may also consult General Counsel as needed.

- Final Review of Specifications

The Purchasing Department may request modifications or alterations to the Specifications to enhance competition and will notify the Requesting Department of any recommended changes and the support for the requested changes.

Preparation of Formal Bids/Proposals

The Purchasing Department prepares the Bid/Proposal documents.

Review of Contracts and Agreements

Written Contracts in a format established by the General Counsel are recommended in any amount for all professional services agreements, agreements involving both commodities and services (such as delivery or installation) and are required for all contractual services over \$150,000. General Counsel must approve all written contracts.

All modifications of the standard PO form or of the standard Contract forms must be approved by General Counsel.

The Purchasing Department coordinates the General Counsel's review of all contracts and agreements, except as identified elsewhere in this chapter.

Public Notice

The Purchasing Department is responsible for all Public Notices required for solicitations.

All competitive solicitations (Request for Quote \$25,000 and over, Invitations to Bid, Request for Proposal, Invitations to Negotiate and other required notices) issued by the agency shall be posted on the Agency's website and on-line through the agency's e-procurement portal with similar distribution for no less than 10 calendar days prior to the date for receipt of responses and no less than 5 calendar days prior to attendance at a mandatory pre-bid meeting, except for construction projects as identified elsewhere in this chapter.

The Public Notice shall include a general description of the commodities and/or services to be procured, where Bids/Proposals may be secured, any Pre-Bid/Proposal Conference information, time, and location of opening.

Per Section 255.0525(2), Florida Statutes, for construction projects expected to exceed \$200,000, but not exceeding \$500,000, an advertisement shall be published on the agency website and on-line through the agency's e-procurement portal with similar distribution at least twenty-one (21) calendar days prior to the scheduled Opening Date and at least five (5) working days prior to any Pre-Bid Conference. For construction projects expected to exceed \$500,000, an advertisement shall be published on the agency website and on-line through the agency's e-procurement portal with similar distribution at least thirty (30) calendar days prior to the scheduled Bid Opening and at least five (5) working days prior to any Pre-Bid Conference.

The Purchasing Department will coordinate and develop advertisements for agency staff to provide public notice of Selection Committee meetings, by posting a notice on the Agency's website, and the Florida Administrative Register, for no less than 10 calendar days prior to the date of the meeting. The notice can also be incorporated into the proposal documents if it is known at the time of posting.

Site Visits/Inspections Relative to Specifications

The Requesting Department may recommend a Site Visit if required for Bidders to fully understand the requirements of the specifications.

If an Agency-scheduled Site Visit is required, the Bid/Proposal will establish the time, date, and location of the Site Visit(s) and indicate whether it is a mandatory or non-mandatory requirement. To facilitate competition, site visits should not be mandatory unless there are very

specific reasons and bidders would be unable to appropriately respond without being present. For construction contracts, a site visit should be conducted 14-28 calendar days before the Bid Opening. If needed, it is best to schedule site visits and pre-bid conferences on the same day, with minimal travel between locations.

A Requesting Department Representative will conduct the Site Visit, respond to technical inquiries (if appropriate), sign the Site Visit Attendance form, and forward the inquiries and Attendance form to the Purchasing Department.

The Purchasing & Warehouse Manager may schedule an additional Mandatory Site Visit if deemed in the best interest of the Agency.

The Purchasing Department will reject the Bid/Proposal of any Bidder that does not attend an Agency-scheduled Mandatory Site Visit.

Pre-Bid/Proposal Conference

The Pre-Bid/Proposal Conference is a meeting of potential Bidders, the Purchasing Department, and the Requesting Department.

At the Pre-Bid/Proposal Conference, the Requesting Department will review the technical Specifications, explaining the scope and objectives. The Purchasing Department will review the Contractual Requirements including important dates, insurance requirements and required bid documents.

The Purchasing Department is responsible for coordinating with the Requesting Department to find the appropriate date for the Conference. For construction contracts, conferences should be conducted 14-28 calendar days before the Bid Opening.

- **Mandatory Conferences**

Mandatory Conferences are held to ensure that potential Bidders understand the complexity of the commodity and/or service.

To facilitate competition, Pre-Proposal or Pre-Bid Conferences should not be mandatory unless there are very specific reasons and bidders would be unable to appropriately respond without being present.

A Mandatory Pre-Bid/Proposal Conference may be required when deemed to be in the Agency's best interest to do so.

The Requesting Department should communicate the reasons for such a request to the Purchasing & Warehouse Manager for discussion. Mandatory Conferences are the exception as they can restrict the competitive procurement process and therefore sound justification is critical.

If Attendance at a Conference is mandatory, the Purchasing Department will reject the Bid/Proposal of any Bidder that does not attend.

The Purchasing Department may reschedule and/or schedule an additional Mandatory Conference when it is deemed to be in the best interest of the Agency.

- **Clarifications or Corrections at Pre-Bid/Proposal Conference:**

Clarification may be provided at a Pre-Bid/Proposal Conference so long as the Specifications are not altered materially.

The Purchasing Department and the Requesting Department shall address concerns raised about Specifications, conditions, or alternatives as soon as possible, after the completion of the Conference.

When a decision is made to change the Specifications, or make a clarification in the published solicitation documents, the Purchasing Department will issue a formal Addendum.

Clarifications or Changes to Bid/Proposal

No interpretations of material consequences or changes to the Specifications shall be made verbally to potential Bidders during an active solicitation.

Bidders shall direct all inquiries relating to interpretation and technical details of the Bid/Proposal in writing to the Purchasing Department within the time stated in the Bid/Proposal document. The Purchasing Department will seek clarification from the Requesting Department. If any changes or responses are needed, the Purchasing Department will issue a formal Addendum.

Communications and other information requests with respect to changes or clarifications must be made through the Purchasing Department. The Requesting Department should refer any Bidder inquiries to the Purchasing Department without copying any other parties to avoid violating the Sunshine Law.

The Purchasing Department shall post the Addendum/Addenda through the agency's designated e-procurement portal and through the agency's website. Copies of the Addenda are also available via a Public Records Request.

- Addendum Timing

Prior to issuing an Addendum, the Purchasing Department and the Requesting Department must consider the Bid Opening Date.

If the Addendum is posted within five (5) business days of the scheduled Bid Opening date, or the Addendum is complicated and additional time is likely to be required by the Bidders, the Addendum should extend the Opening Date for a reasonable period to obtain the greatest level of competition and fairness. In all instances, a minimum of five (5) business days is required from the issuance of the Addendum to the Bid Opening or Proposal Due Date.

The Purchasing Department shall make its best efforts to post the Addendum at least five (5) business days in advance of the scheduled Opening Date.

If there are less than five (5) business days in advance of the scheduled Opening Date, the addenda shall reschedule the Opening Date to meet this requirement.

If insufficient time is available for the Purchasing Department to issue an addendum, the Purchasing Department shall provide verbal notification to all Bidders in attendance at the scheduled Opening and no Bids/Proposals will be opened at that time.

- Bidder's Responsibility

Ultimately, it is the Bidder's responsibility to ensure that they have received all addenda prior to submission of their Bid/Proposal by checking directly with the Purchasing Department.

A Bidder should acknowledge receipt of each addendum by signing the addenda acknowledgement form included in the bid package and including it with its Bid/Proposal Submittal or respond to the electronic submission question.

Bids may be rejected due to the failure of Bidders to acknowledge receipt of addenda.

E. Submittal Review Process

Rights of the Agency (including, but not limited to):

During the Bid/Proposal evaluation process, the Agency reserves the right to:

- Consider other pertinent information that could impact the award decision when it is in the best interest of the Agency.
- Reject any and all Bids/Proposals.
- Cancel the entire Bid/Proposal with or without rebidding.
- Remedy or waive technical or immaterial errors/deviations in the Bid/Proposal submitted.
- Request any necessary clarifications or data without changing the terms of the Bid/Proposal.
- The agency will NOT request or consider any documentation regarding a Bidder's social, political, or ideological interests.

Formal Bids/Proposals Receipt and Evaluation Process

- Bid/Proposal Submittal Receipt:

Bid/Proposal Submittals will not be accepted by facsimile but may be submitted electronically via the agency's e-procurement portal. Electronic submittals are "sealed" until the due date/time and cannot be accessed in the portal.

For non-electronic submittals, upon receipt by the Records Department, all sealed responses to the Bid/Proposal (the "Bid/Proposal Submittals" or "Submittals") received are date/time-stamped and securely filed until the scheduled Opening Time.

Bid/Proposal Submittals will not be accepted electronically or by the Records Department after the Opening Date and Time. Late Bid/Proposal Submittals will be returned to the sender unopened with a letter of explanation for the return.

- Bid Opening:
 - On the Opening Date, the sealed Bids will be publicly opened by the Purchasing Department and documented in the presence of at least one witness.
 - The name of each Bidder, a description sufficient to identify the commodity or service, and pertinent information deemed appropriate are read aloud.
 - All people present at the Bid opening are asked to sign the attendance sheet.
 - The Purchasing Department reserves the right to postpone the Opening Date for Bids at any time prior to the Opening.
 - Requests for Proposals are NOT publicly opened. They are date/time stamped upon receipt by the Records Department and transferred to the Purchasing Department for Initial Evaluation after the Proposal Due Date/Time has passed.
 - Late Bids or Requests for Proposals are not accepted. They are rejected by the Records Department and returned unopened.

- Initial Evaluation:

The Purchasing Department will review the Bid/Proposal Submittals to determine initial responsiveness. This includes but is not limited to all requested information and documentation.

Some examples are:

- Addenda acknowledgement
- Proper forms used
- Bid security, if required
- Authorized Signatures
- Non-collusion Affidavit, if required
- Bidders Experience List, if required
- Litigation disclosures, if required
- Exceptions or alterations to terms or conditions
- Mathematical calculations
- Florida Business Registration

The Purchasing Department will confirm that the Bidder is an active business registered with the Florida Department of State and has provided any license(s) specified in the Bid/Proposal document for review by the Requesting Department.

If deemed in the best interest of the Agency, the Purchasing Department will request the Finance Department to conduct a financial review of the Bidders to determine financial stability to adequately provide commodities and/or services. Alternatively, Bidders may provide a letter of credit in the amount of the award with the approval of Finance and General Counsel.

If a Bid/Proposal Submittal fails to meet responsiveness requirements, the Purchasing Department may deem the Submittal non-responsive and notify the Bidder. The Purchasing Department should consult with General Counsel prior to deeming a Bid/Proposal non-responsive.

When the Purchasing Department deems necessary, it may conduct discussions with Bidders for clarification purposes or to request additional information from Bidders per the bid documents.

The Purchasing Department forwards the lowest, initially responsive Bid Submittals to the Requesting Department and all initially responsive Proposal Submittals to the Selection Committee for review.

Consideration of a vendor's social, political, or ideological interests is strictly prohibited in evaluations.

- Department Review of Bid/Proposal Documents:

The Requesting Department, usually the Project Manager, reviews the lowest responsive, responsible Bid/Proposal Submittals and makes recommendations for award(s) to the Purchasing Department via email.

If the Requesting Department finds the lowest responsive, responsible bid to be unacceptable the Requesting Department will notify the Purchasing Department and provide the reasons in writing. The Purchasing Department may make suggestions and/or

schedule a call with the Bidder if a clarification is required that could avoid rejection of the Bid.

Prior to any agreed upon Bid Rejection, or if the Requesting Department and the Purchasing Department do not agree on whether to reject, General Counsel will be consulted, and that recommendation will be accepted.

If the lowest responsive, responsible bid is rejected, the Purchasing Department will forward the second lowest bid to the Requesting Department for review and the process will continue.

The Requesting Department will confirm that the Bidder is properly registered and licensed as required by the project or area of discipline at the time of the Opening Date.

The Requesting Department shall collaborate with the Purchasing Department in the planning phase to establish a Selection Committee for Proposals submitted pursuant to an RFP or ITN. See section E.11 for instructions on Selection Committees.

The Requesting Department must submit a written signed recommendation or email to the Purchasing Department. For Requests for Proposals including CCNA procurements, the Selection Committee will meet to make its recommendation. This recommendation will be used in the preparation of a Board Agenda Item for award of the item.

Reference Checks and Documentation for Formal and Informal Bids/Proposals (where applicable)

The Requesting Department is responsible for developing the project or scope of work and technically specific questions to be asked during the reference check. The Purchasing Department can have a sample template of general questions that may be asked regarding adherence to budget, timeliness and responsiveness. A [sample form](#) can be found in the Appendix to this manual.

When the Requesting Department requires that Bidders submit references as a part of their bid response, the Requesting Department shall contact the references provided by the apparent low Bidder(s) being reviewed, document the results, and incorporate into the decision-making process, only regarding the verifying Bidder's ability to provide the commodities and/or services requested, i.e., that the Bidder is "qualified". References are not used in Scoring by Selection Committees and may not be used to reject a Bid.

Tampa Bay Water employees or Board Members may not be used as references.

Procedure for Handling Deviations

Deviations in Bids/Proposals may be either material or immaterial.

- Immaterial or minor deviations are those that do not alter the substance of the Bid/Proposal and do not provide undue competitive advantage to a Bidder. These deviations may be waived. Illustrative examples include, but are not limited to, omission of brochures or inaccurate extension of unit prices.
- Material deviations are ones that (i) deprive the Agency of its assurance that the Bidder will enter into a contract, or that the contract will be performed and guaranteed according to the Bid's/Proposal's specific requirements, or (ii) provide the deviating bidder with an undue competitive advantage. These deviations may not be waived. Illustrative examples

include, but are not limited to, deviations affecting the price, quality or delivery of commodities and/or services offered.

The Requesting Department will decide if a deviation is material to the Specification and forward a written response to the Purchasing Department.

The Purchasing Department, in conjunction with the General Counsel's office, will assess the validity of the material determination and take the appropriate action.

Request for Clarification

The Requesting Department or a Selection Committee member may need clarification to competently evaluate a Bid/Proposal. **CLARIFICATION FROM BIDDERS CANNOT CHANGE (ADD TO OR DIMINISH) THE ORIGINAL BID/PROPOSAL SUBMITTED BY THE BIDDER.**

When the need for clarification has been identified, the Requesting Department or Selection Committee member shall contact the Purchasing Department with the question/clarification, as soon as possible.

The Purchasing Department will communicate the question/clarification to the Bidder (s) for a response by a specific date.

The Purchasing Department will submit the returned clarification to the Requesting Department or the Selection Committee member for review. In cases where the clarification is one that all Committee members should have, the Purchasing Department will either email it individually to each member to avoid violating the Sunshine Law, or it can be presented at the public Selection Committee meeting.

Bidder Errors

After a Bid/Proposal Submittal has been opened, a Bidder is not permitted to withdraw or alter its Bid/Proposal Submittal, or any deposit that may have been submitted (except as provided in the Bid/Proposal document).

A Bidder may notify the Purchasing Department that an error has been made in its Bid/Proposal Submittal and provide a letter detailing the error or omission and measure of relief sought.

The Purchasing & Warehouse Manager, in conjunction with the General Counsel's Office, will review the letter and determine what, if any, measures will be taken.

Bids that Exceed Budget

The Agency may exercise its authority to accept or reject Bids/Proposals that exceed the established budget when it is in the best interest of the Agency.

If the Agency rejects all Bids/Proposals, the Specifications may be revised to comply with the established budget, and the Bid/Proposal reissued.

Tie Bids/Proposals

- Bids

In the event two (2) or more Bidders have submitted the lowest and best Bids, meeting all other criteria, preference will be given in the following order:

- A Bidder who has signed and submitted a Drug Free Workplace form, pursuant to Section 287.087, Florida Statutes, with the bid.
 - A Bidder who is a minority or small business enterprise, certified or registered by the State of Florida; the National Minority Supplier Development Council or state affiliate, the Women’s Business Enterprise Network Council, or state affiliate, or one (1) of Tampa Bay Water’s Member Governments.
 - A Bidder who has its principal place of business in Hillsborough, Pasco, or Pinellas County.
 - A Bidder who has a place of business in Hillsborough, Pasco, or Pinellas County.
 - Otherwise, the bid shall be awarded by drawing lots.
- Requests for Proposals – CCNA/Non-CCNA

In the event two (2) or more Professional Firms receive identical total scores in the Initial Ranking, tiebreakers will be applied as follows:

 - 1) The first tiebreaker will be the Bidder who is a minority or small business enterprise, certified or registered by the State of Florida; the National Minority Supplier Development Council or state affiliate, the Women’s Business Enterprise Network Council, or state affiliate, or one (1) of Tampa Bay Water’s Member Governments.
 - 2) The second tiebreaker will be the Professional Firms’ individual Volume of Work with the Agency as determined by the ERP financial accounting system. The Professional Firm with the lowest total dollars in Volume of Work over the last two (2), completed fiscal years will be considered the higher-ranked Professional Firm.
 - 3) The third tiebreaker will be the highest points given for the highest weighted evaluation criteria. Prior to advertising, the Requesting Department is required to select one of the weighted criteria as the highest weighted.
 - 4) In the event a tie still exists, lots shall be drawn.

Single Bid/Proposal Submittal Analysis

When Bid/Proposal Submittals are solicited and only one Submittal is received, the Purchasing Department may:

- Examine the situation to determine whether the single response is attributable to an absence of any of the prerequisites of the formal procurement procedures. This review determines if the appropriate Bidders were notified and why no other Submittals were received.
- Contact plan holders and attendees from pre-bid meetings to find out why they didn’t submit.
- Conduct negotiations with the sole bidder or proposer.
- Initiate corrective action, if appropriate, to increase competition in future requests for Bids/Proposals for the same or similar items.

When Bid/Proposal Submittals are solicited and only one Submittal is received, the Requesting Department procedures include:

- Conducting a detailed review of the Submittal to determine if the price offered is fair and reasonable considering all prevailing circumstances. One or more of the following techniques may be used to perform price analysis:
 - Comparison of prices with those received by other governmental agencies.
 - Comparison of prior bid/proposal prices with current prices for the same or similar item or service.

- Comparison with competitive published price lists, published market prices of commodities, similar indexes and discount or rebate arrangements.
- Comparison of proposed prices with independent cost estimates.
- If the project is of sufficient scope and complexity, a formal cost study may be conducted using appropriate professional experts.
- Preparing an award recommendation demonstrating that the Requesting Department Division Officer has reviewed the evaluation of the single Submittal received and has determined that the price(s) are fair and reasonable and that it is in the Agency's best interest to proceed with an award.

Where an outside consultant (architect or engineer) is involved, the consultant's written recommendation must be included with the Requesting Department recommendation.

If the single bid/proposal is acceptable and advantageous to the Agency, the Single Submittal may be recommended for award.

If the investigation of the Single Submittal reveals that the Submittal is not fair and reasonable, then the recommendation should be to reject the Single Submittal.

If the project is re-solicited, appropriate changes should be made to encourage competition.

Selection Committee and Process

The Selection Committee shall consist of at least three (3) but not more than five (5) members (unless deemed to be in the best interest of the Agency, such as when it is appropriate to include member governments, based upon their expertise and association with the project). The Selection Committee must consist of at least one person from the Requesting Department; however, the Requesting Department should not have majority representation on the Selection Committee. As an example, a Selection Committee consisting of three (3) representatives shall only contain one representative from the Requesting Department. When avoidable, a committee member should not be selected if that person directly or indirectly reports to any other Committee member or to the Project Manager.

The committee may consist of subject matter experts and professionals from outside the Agency, as deemed necessary.

All representatives selected to be on the Selection Committees will be approved by the Purchasing & Warehouse Manager.

If a selection committee member cannot participate in the process, due to scheduling issues/conflicts, or other unforeseen circumstances, their scores will be excluded from the evaluation. The member may be replaced if adequate time exists, but it is not necessary unless there are too few members. The Purchasing & Warehouse Manager shall determine if a replacement is necessary.

All selection committee members must be free of conflicts of any sort, either direct or indirect before participating in an evaluation process. Conflicts include, but not limited to:

- Being a current or past employee, consultant, or contractor with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation.
- Having an ownership interest (stocks or assets) in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded).

- Having a family member (spouse, child, sibling, parent, in-law) employed by, previously employed by, or with an ownership interest in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded).
- Serving as an officer and/or director in the business/firm/vendor/consultant being evaluated at the time of the evaluation.
- Being a party in any current litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated, and/or being a party in any past litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated where such lawsuit concluded less than two (2) years prior to service on the Selection Committee (involvement in a past litigation/lawsuit that concluded two (2) or more years prior to service on the Evaluation Committee shall not constitute a conflict of interest);
- Involvement in a current investigation of the business/firm/vendor/consultant being evaluated, and/or involvement in a past investigation of the business/firm/vendor/consultant being evaluated where such investigation was concluded less than one (1) year prior to service on the Selection Committee; (if there is any uncertainty regarding the applicability of a current or past investigation, then this potential conflict must be disclosed in writing and the Purchasing & Warehouse Manager shall make a determination as to whether a conflict exists.)
- Any other activity, interest or relationship that could possibly be viewed as a conflict of interest or that conflicts with Section 112.313, Florida Statutes, (Government Code of Ethics) must be disclosed in writing to the Purchasing & Warehouse Manager prior to service on a Selection Committee, whereupon the Purchasing & Warehouse Manager shall decide whether a conflict exists, consulting General Counsel as necessary.

All Selection Committee meetings are public meetings. Each meeting is facilitated by a representative or designee of the Purchasing Department. The Purchasing Department representative handling the solicitation cannot participate as a voting member of a Selection Committee. The Selection Committee may be convened at any time to address pertinent issues pertaining to the procurement process; however, any discussion regarding the actual evaluation of proposals must be advertised as a public meeting before the meeting can be held. Advertising consists of posting the meeting on the Agency website and in the Florida Administrative Register at least ten (10) calendar days prior to the meeting.

The Selection Committee shall review statements of qualifications and performance data submitted in response to a released RFP and “Short List” the most qualified firms accordingly. This process of evaluation involves individual review with consensus ranking determined at a public meeting.

The Selection Committee shall select no fewer than three (3) firms deemed to be the most qualified, if at least three (3) firms respond to the RFP to meet the requirements of F.S.287.055. If less than three (3) firms respond to the RFP or less than three (3) respondents are deemed to be most qualified in accordance with the Scoring Criteria, and every effort is made to meet the requirements of F.S. 287.055, the Agency shall proceed with the evaluation process.

The Selection Committee may request public presentations/interviews and/or shall request some type of discussions with a minimum of three (3) firms (if three (3) firms submitted to the RFP and were determined to be the most qualified as noted above). The presentation/interview may include additional clarification and/or responses to Selection

Committee questions, regarding areas of the original scoring criteria such as - Project Approach, Project Manager background, Ability to meet schedule and budget, Team Availability, and/or Team Qualifications. Each Selection Committee member may make changes to their original score or choose not to change them. These final compiled scores will determine the final ranking, and the committee will agree on the firm(s) recommended for award. If public presentations/interviews are not conducted the ratings applied during the “short list” phase will determine the rank order of firms for negotiations/award.

“Short List” or Initial Ranking Criteria may include but are not limited to:

- Ability of Firm and its Professional Personnel - Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team. Reviews the professional resources available to properly provide services as requested in the RFP document. Reviews the project team to ensure the team proposed contains the critical disciplines required. The prime team proposed should have exceptional professional resources to properly provide services. The project manager and proposed team should be uniquely qualified to provide the desired services.
- Firm Experience with Project of Similar Size and Past Performance - Reviews the firm’s experience with projects of similar size, type and scope and the performance on those specific projects. The prime firm must have adequate, recent (within the past five (5) years) experience with projects of similar type as defined in the RFP document. Experience pertaining to specific Agency projects may also be considered. Agency staff shall not furnish references for such projects. The scope of services provided should represent projects like those defined in the RFP document.
- Firms Willingness and Ability to Meet Schedule and Budget Requirements - Reviews the submittal from the firm and its understanding of the schedule and budgetary requirements. The submittal should show a good understanding and approach to meeting schedule and budget.
- Volume of Work Previously Awarded by the Agency – Scored by the Purchasing Department using data from the agency’s financial system and in accordance with the solicitation scoring criteria, the purpose of this criterion is to create an equitable distribution of contracts. Since it is impossible to track specific staff members that may have moved from one firm to another or firms that may have been bought or merged, etc. this section will apply to the Prime Contractor/Consultant that is responding to the solicitation.
- Effect of the Firms Current and Projected Workload - Evaluates the workload commitments that will impact the firm’s ability to complete services on schedule. The submittal should demonstrate that the firm has adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.
- Minority Business Status - Scored by the Purchasing Department for minority business status as designated/certified by the State of Florida, the National Minority Supplier Development Council (NMSDC), or designated affiliate, the Women’s Business Enterprise Network Council, (WBENC), or designated affiliate, or one of Tampa Bay Water’s Member Governments. The Purchasing Department will verify designation/certification and award points in accordance with the solicitation scoring criteria. For project specific solicitations where the Prime firm can identify Sub-Consultants and their roles, points will be awarded for MBE Sub-Consultant participation if it is well supported in the Submittal. For As-Needed Solicitations it is not possible to determine when/if certain Sub-Consultants will be

needed or what tasks will be assigned. Therefore, MBE points in As-Needed solicitations will only be awarded if the Prime Respondent qualifies.

- Location - Evaluates the location of the project team relative to the Agency including the prime firm and project manager.
- Consideration of a vendor's social, political, or ideological interests is strictly prohibited in evaluations.

Presentation/Interview Criteria, if not advertised in the RFP will be limited to the original written criteria. Presentation/Interview Criteria may include but is not limited to:

- Understanding of Project - Evaluates the firm's understanding of the overall project including the scope of work which may include but is not limited to, studies performed that affect the project, key design elements and effect on the community involved. The managerial approach to the project shall also be evaluated as well as the firm's qualifications and proposed staff.
- Ability to Provide Required Services within the Schedule and Budget - Evaluates the firm's overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays.
- Approach to the Project and Methods Used to Plan, Design and Administer the Project - Evaluates the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design, and administer the project in relation to the scope of work and Agency requirements.
- Qualifications - Evaluates the qualifications of the individuals assigned to the project, including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience of similar projects, management experience, firm experience etc.

The Purchasing Department shall provide a written summary of evaluation proceedings to be provided to the Records Department. The written summary, at a minimum, shall document attendees including selection committee members, members of the public and other staff present, and official action(s) taken by the committee. The Purchasing Department will provide the written summary to the Records Department. This information will be used in the preparation of a Board Agenda Item.

Upon completion of firm ranking and presentations/interviews (if applicable), the ranking is posted on-line by the Purchasing Department through the agency's e-procurement portal and via a link on the Agency's website. The ranking is used to negotiate and reach agreements with the firms in the order listed. Contracts will then be presented to the Board for approval or other action.

Product Demonstrations

If the Requesting Department requires a product demonstration, during a Bid/RFP evaluation they shall contact the Purchasing Department to coordinate the demonstration.

Responsibilities of the Requesting Department include:

- Providing the Purchasing Department with a complete list of items that will be needed at the demonstration and who will provide each of the items, the Agency, or the Bidder.
- Contact Risk Management to determine if proof of insurance will be required from the Bidder(s) prior to the demonstration.

- If proof of insurance is required, forward the insurance requirements established by Risk Management to the Purchasing Department.
- Ensuring that any Agency-provided equipment/items are brought to the demonstration.

Responsibilities of the Purchasing Department include:

- Obtaining the insurance certificate(s) from the Bidder(s) and forwarding the certificate(s) to Risk Management for approval.
- Contacting the Bidder(s) to schedule the demonstration at a mutually acceptable location and time.
- Only the Bidder(s) that is being considered for award should be asked to participate in the demonstration (unless the procurement is an RFP, and the demonstration is part of the evaluation).
- Working with the Requesting Department to create a committee checklist for the demo that outlines requirements and guidelines. The Purchasing Department may attend the demo depending on the nature, location, and scheduling commitments.
- In the event any of the Bidders' product is left in the custody of the Agency for further testing or review, the Purchasing Department will contact the Bidder(s) to arrange for the return of the product(s), upon notification from the Requesting Department that the product(s) is ready to be returned.

Rejection of Bid/Proposal Submittals

The Agency reserves the right to reject any or all Bids/Proposals upon determination of non-responsibility of a Bidder, or non-responsiveness of a Bid/Proposal, or any other circumstances deemed in the best interest of the Agency, including, but not limited to, previous documented failure to perform properly, or complete on time a contract of similar nature, or neglect of payment of bills or obligations to subcontractors, suppliers, or employees. Prior to determining a Bid/Proposal non-responsive, or non-responsible the Purchasing Department will consult with General Counsel.

The General Manager has the authority to reject any or all Bids/Proposals.

The Purchasing & Warehouse Manager has the authority to cancel Invitations to Bid, Requests for Proposals and Invitations to Negotiate at any time prior to award.

F. Award Process

Awards shall be made to the lowest, responsible, and responsive Bidder or Offeror whose Bid, Offer or Quote best meets the Specifications, Scope, requirements, or other criteria set forth by the Agency in the Invitation to Bid, Request for Proposals, Invitation to Negotiate or informal solicitation.

In the event a Selection Committee is used, the following applies:

- The Purchasing Department posts a Notice of Intent to negotiate with the short-listed firms in final ranking order based on the recommendations of the Selection Committee.
- Once the Notice of Intent has been posted for 72 hours excluding weekends and holidays, if no protests are received, the Purchasing Department and/or Requesting Department together may begin negotiations with the top-ranked Firm (or Firms in the case of multiple awards) on the shortlist.

- The Requesting Department shall be required to negotiate and finalize the Scope of Work, Fee, and Schedule within sixty (60) calendar days, after the 72-hour period ends. This negotiation period is essential for establishing clarity, alignment, and momentum in the contracting process. All participants must engage collaboratively and respond promptly to meet this deadline and ensure effective contract progression.
- For projects involving complex scopes, specialized services, or multi-party coordination, the negotiation period may be extended to ninety (90) calendar days. Any such extension must be justified in writing and approved by the Division Officer/Director no later than thirty to forty-five (30-45) calendar days prior to the expiration of the initial sixty (60) calendar day negotiation period. This extension allows for additional review, clarification, and refinement to support a thorough and mutually agreeable contract between the parties.
- If staff is unable to negotiate an Agreement, negotiations with that Professional Firm shall be formally terminated. To terminate, if deemed appropriate, the Purchasing Department will issue a formal termination notice to the Bidder, upon the advice and approval of General Counsel.
- Staff shall then proceed to negotiate with other Professional Firms, in ranked order, as necessary, to reach a satisfactory Agreement(s).
- The Purchasing Department shall draft an agenda item documenting the solicitation process and forward it to the Requesting Department for completion. The Requesting Department shall complete the agenda item, enter it in the Agency's on-line agenda application and present it to the Board, if required.

G. Special Provisions

Request for Information (RFI)

An RFI can be issued to determine whether potential Bidders exist to provide a needed commodity or service or when more information is needed from the supplier community to develop specifications. The Requesting Department will develop a document describing the commodity or service to be solicited for input and forward it to the Purchasing Department for issuance. This invitation may not require a Public Notice or consideration of price as it is for informational purposes only.

Joint Ventures

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119, Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

IV. CONTRACT ADMINISTRATION

A. Introduction

“Contract Administration” is a broad term that refers to the entire process from the development of the initial Specifications through completion of the project. This chapter serves to guide the employee(s) managing the contract.

B. Definitions

Contracts

A contract is an offer and acceptance to do something or refrain from doing something. A contract represents an agreed upon legal obligation by each party to the contract, plus some additional obligations imposed by law. The mutual promises exchanged by the parties to a contract represent the consideration, which entitles each party to rely on the promise of the other. Various legal requirements must be met to create a legally binding contract. The parties must have the legal capacity to enter into a contract. The parties must mutually agree to the terms of the contract. A contract consists of four fundamental elements: an offer, acceptance, consideration, and the term of the agreement.

Once the decision is made to accept a quote or a Bid/Proposal Submittal, a contract is formed. The decision to accept a quote or a Bid/Proposal Submittal is often called an “Award” and must be made by the proper approving authority as detailed in Chapter III. This Award is documented by one of the following:

- A “Purchase Order” (PO) is a contract and requires administration. The PO includes all terms and conditions (with standard terms and conditions on the agency website through a link printed on the PO) and any applicable Bid/Proposal. However, a PO does not require all the formalities in terms of review and execution that are outlined below for formal written Contracts. A PO is generally used for Commodities and standard delivery service. For complex services such as equipment installation and chemical off-loading, a Commodities and Services Contract is required.
- A formal, written, bilateral contract will be required for services awards (including construction awards) or when deemed necessary by the Requesting Department, the Purchasing Department and/or General Counsel’s Office based on the complexity of the commodity or service. The Contract should incorporate all terms and conditions contained in the Bid/Proposal.

Contractor

A “Contractor” is a Bidder or Proposer that has received an award from the Agency. For continuity purposes, in other chapters of this Manual, the term “Bidder” may be used for the person or company throughout the process even though the Bidder technically became a Contractor.

Role of the General Counsel’s Office

The General Counsel’s Office reviews all Contracts to ensure legal sufficiency with respect to form and compliance with applicable laws.

C. Notice of Award

Awards Requiring Contracts

If the Bid/Proposal document requires that a Contract be executed and/or additional documents be submitted after award (i.e., a certificate of insurance and/or performance/payment bonds), the Purchasing Department will send out a Notice of Award to the successful Bidder(s).

At that time, the Purchasing Department will notify the Bidder of the procedures for proper execution of contract documents:

- The Bidder must sign the Contract prior to the Agency signing the document.
- The Bidder shall not fill in the dates on the first page of the Agency's Contract. These dates are to be entered by either the Board Chair or the Purchasing Department, referencing the date the Board awards the contract.

The Bidder is required to submit the required documents to the Purchasing Department within the timeframe identified in the Bid/Proposal, normally five to fifteen (5-15) calendar days after receipt of the Notice of Award.

The Purchasing Department will review the submitted documents in coordination with the General Counsel's Office, Risk Management Department, and others as applicable.

The Purchasing Department will route the Contract for signatures by the Project Manager, Department Manager, Division Officer, Risk Manager and Chief Financial Officer and once approved, forward the Agreement to the General Manager's Office for execution by the Chair. The General Manager's office will return the signed contracts to the Purchasing Department for distribution to the Awarded Vendors, Records Department, and appropriate staff, normally the Project Manager. The awarded vendor and Records receive the original official signed contracts and others receive an electronic version. Project Managers are responsible for additional distribution or copying. For Construction contracts only, the Purchasing Department forwards the vendor's original to the Project Manager to be delivered at the kick-off meeting along with a [Receipt of Contract Form](#). The Project Manager delivers the original contract to the vendor and the signed receipt back to the Purchasing Department. The [Receipt of Contract Form](#) can be found in the Appendix of this manual.

Upon receipt of the contracts from the Purchasing Department for construction, the Project Manager will issue a Notice to Proceed to the Bidder. For non-construction contracts, the official executed contract or associated PO will be issued to the vendor by the Purchasing Department and is considered the Notice to Proceed.

When No Agreement is Required

If the Bid/Proposal document does not require that additional documents be submitted after award, the Requesting Department will simply enter a Requisition. The Purchasing Department will convert the requisition to a PO to be issued to the Bidder.

D. Receipt and Payment Process for Commodities and/or Services Requesting Department's Responsibilities

- Delivery and Inspection

When an order is delivered or a service rendered, the Requesting Department should check to verify the delivery address, PO number and quantities received, or services rendered against the PO.

The Requesting Department should inspect the commodity delivered or service rendered. If there are damaged or incorrect items, or incomplete work, the Requesting Department should notify the Bidder and refuse the damaged or incorrect items.

If all information is correct on the delivery slip or service ticket, and all items received appear to be undamaged or work appears to be complete, the Requesting Department may sign the delivery slip or service ticket and accept the delivery or service. If there is a discrepancy on the delivery slip or service ticket or items being delivered or services rendered, the Requesting Department may refuse the delivery slip or service ticket.

When signing for receipt of commodities and/or services, always be sure that the invoice, delivery receipt, service request, etc., lists only those commodities and/or services received.

Staff should never sign a blank invoice, delivery receipt, or service request. If blank spaces appear on the invoice, the Requesting Department should line through or X-out those areas before signing.

- Payment Process

Payment must be made in accordance with the PO and/or Contract.

To ensure payment will be in accordance with the Prompt Payment Act (see Chapter 218, Part VII, Florida Statutes), the Requesting Department staff should not authorize payment for items until they have been received, counted, and thoroughly inspected and it is determined that they meet the requirements of the PO and/or contract. It is the responsibility of the Requesting Department Manager, Project Manager or Designee to ensure these conditions are met prior to authorizing the Finance Department to pay the invoice.

Services rendered must also be verified to ensure that performance is completed in the manner specified in the PO.

- Back Orders and Partial Payment

A back order occurs when the supplier is unable to ship a complete order and ships a portion of the order, with the remaining items to be shipped later.

Upon receiving a delivery of back ordered items, the Requesting Department should authorize payment for only those items received. It is not necessary to wait for the remainder of the order prior to authorizing payment for the partial shipment. If commodities and/or services have been received, payment must be made unless the PO and/or Contract specifically requires complete delivery prior to payment.

- Payment for Services and Construction

Payment for services and construction under Contracts may be unique. Review the specific instructions for payment in the Bid/Proposal and Contract.

- Follow-up Process/Contractor Performance

The procurement process is not complete until satisfactory delivery of all commodities and/or services has been made.

The Requesting Departments should keep track of all outstanding POs and Agreements to ensure proper receipt of commodities and/or services.

The Requesting Department should advise the Purchasing Department of any situation where Suppliers or Contractors are not performing according to the PO and/or Agreement. The Requesting Department should not initiate contract performance discussions with suppliers or contractors without notifying the Purchasing Department. If a one-time correction is made no further action is necessary. If on-going issues are present, the Requesting Departments should notify the Purchasing Department, and their respective Purchasing representative will facilitate a meeting to work toward a resolution. The Purchasing Department will also document action items the Supplier or Contractor agrees to, and take further actions as necessary, up to and including termination, and will include General Counsel as appropriate.

The Requesting Department should cancel obsolete POs and balances at least semi-annually, but always once final commodities or services are received and paid for and at fiscal year-end if they will not be carried over.

E. Changes to Existing Contracts

Changes to Purchase Orders

If a change to a PO becomes necessary, the Requesting Department should enter a PO Change Order in the Agency's Financial System, enter General Notes describing the change order, and attach all pertinent information, including the back-up documentation, such as a scope of work, if an increase is requested. For non-monetary changes such as a remit-to address, or unit of measure, and for amount changes of \$100 and less, the Requesting Department can authorize Purchasing to make the change with an email. Purchasing will then attach the email to the PO in the Agency's Financial System and send the email to Finance (if they were not copied), so Finance may pay the associated invoice.

Upon a satisfactory review for consistency with contract terms, competitive procurement requirements and any other relevant issues, the Purchasing Department will process the change order and deliver a copy of the revised PO to the Bidder and requestor(s).

Amendments to Contracts – Price, Scope, Dates

Any change to a Contract must be done by an Amendment.

If a change must be made to a Contract, the Requesting Department will advise the Purchasing Department of the circumstances requiring the change and provide the specific information, usually an updated scope of work, date extension, or price change for the Purchasing Department to draft the Amendment Document.

All Amendments shall be approved by the same Approval Authority (GM or Board) that approved the initial contract prior to issuing authorization to the Bidder to perform the modification unless it was originally approved by the General Manager and now exceeds the dollar threshold and must go to the Board. The Requesting Department is responsible for providing the Purchasing Department with the appropriate information and requesting the Amendment in a timely manner, at least forty-five 45 calendar days prior to the deadline to have agenda items in the online agenda application.

Upon review for consistency with contract terms, competitive procurement requirements and any other relevant issues, the Purchasing Department will draft the Amendment and the agenda item draft. Then the Requesting Department will complete the agenda and enter the item into the agency's on-line agenda application.

Upon approval by the Requesting Department's Division Officer, and the General Counsel's Office, the Purchasing Department will send the Amendment to the Bidder for their signature.

The Bidder must execute the Amendment prior to submission to the Board.

Once the Amendment is approved, the Requesting Department initiates the change to the PO as identified above by entering a PO change order, if appropriate. If it is simply a date change, the Purchasing Department will update the contract module after the Board approval.

Contract / Amendments – Owner's Allowance

The Agency includes Owner's Allowance provisions in many of its Contracts, to handle unforeseen minor changes that may be needed during the Contract term. These and other unforeseen changes to scope, contract length (term), or pricing require a Contract Amendment. Construction Contracts are unique and follow the "Change Order" process. That process occurs primarily outside of the Purchasing Department, however sometimes a Change Order may also require a Contract Amendment and will follow the process outlined here.

Any proposed allowance work that will exceed the originally approved dollar amount thresholds, time limits, or scope of work must have prior Board approval as an Amendment to the Contract.

The Requesting Department will contact the Purchasing Department and provide the background information for a Contract Amendment which may include a summary of the change in scope and the total amount of any price increase, or amount of time for an extension.

The Purchasing Department prepares an Amendment and gets approval from General Counsel. The Amendment is routed internally through the Project Manager, Division Officer, and CFO. The Purchasing Department sends the Amendment to the Contractor for review/signatures. When the Amendment is returned it is routed again internally and includes General Counsel and the General Manager. The GM staff provides the Amendment to the Chair for signature upon Board approval. The approved Amendment is returned to the Purchasing Department and processed as a Contract Change Order in the agency's financial system.

The Requesting Department will then enter a requisition or a PO change order, and the Contract Funds will be available to add or increase any POs against the Contract for the additional work.

Changes to Price via Escalation/De-Escalation

- Price Changes, Procedures – Considering INCREASING PRICE.

From time to time there may be volatility in the marketplace or temporary changes in industry conditions which warrant a price change. If this occurs, and is provided for in the Contract, suppliers may submit a request for a price increase along with supporting documentation for the Purchasing & Warehouse Manager's consideration. No increases may be requested for the initial one (1) year period of any Contract. If the Contract contains an Escalation/De-escalation clause and the Bidder desires to request an increase pursuant to that clause, the Bidder shall submit supporting documentation to the Purchasing & Warehouse Manager no later than ninety (90) calendar days prior to the escalation date stated in the Contract. If using an index, the inflationary factor and background data should be provided. Some examples are:

- “CPI” – The Consumer Price Index for the South Urban Region, all item – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.
- “CPI1” – The Published CPI for the month ending sixty (60) calendar days prior to the date notice is required for the previous year.
- “CPI2” – The published CPI for the month ending sixty (60) calendar days prior to the date notice is required for the year in which the contract is being adjusted.

The Purchasing & Warehouse Manager will consider the index and other pertinent information provided by the supplier in support of their request and may also consult with the Requesting Department or the manager who oversees that budget. The Purchasing Department may also conduct additional research to verify the increase, including trade publications and supply organizations, market research, contacting other entities or suppliers, and looking at current or recent bid pricing through on-line bidding sites. The Purchasing Department may calculate the inflation price adjustment with the following formula:

$$\text{NEW Fee} = [.75 (\text{CPI2} - \text{CPI1}) / \text{CPI1} + 1] \times \text{Current Fee}$$

No more than one (1) price increase will be accepted per contract year or any consecutive 12-month period.

- Price Changes, Procedures Considering – DECREASING PRICE:

If the Contract contains an Escalation/De-escalation clause and the Agency desires to decrease the fee, the Agency may decrease the contract in accordance with the escalation/de-escalation clause formula stated above on the escalation date as established in the Contract.

The Agency shall notify the Contractor in writing of any such de-escalation.

Contract Name/Ownership Changes

Occasionally the Contractor’s/Consultant’s firm has a name change or seeks to transfer its obligations under its Bid/Proposal Submittal, or its contract, when it plans to merge with another entity, change its business status, or sell its assets to another party.

The Agency is not obligated to honor the assignment or sale of its contract unless prior approval of the Agency is obtained.

The Purchasing Department and the Requesting Department will evaluate the proposed contractor/consultant to determine whether the proposed contractor/consultant would be deemed responsible. A review by the Finance Department may be obtained, if deemed necessary.

If the Purchasing Department and the Requesting Department deem the proposed contractor/consultant to be responsible, the Purchasing Department and the General Counsel’s Office prepare the proper agreement to document the transfer of the Bid/Proposal Submittal or its contract, generally either a Novation or an Assignment.

The Novation or Assignment is signed by the original Contractor/Consultant as well as the new party.

The General Manager is authorized to execute Novation Agreements in the approved form when the annual expenditures do not exceed \$150,000. All other Novation Agreements require approval by the Board.

The Purchasing & Warehouse Manager, in coordination with the General Counsel's Office is responsible for ensuring the proper method, of changing a Contract, is used.

In emergency circumstances, exceptions to these requirements may be approved by the Purchasing & Warehouse Manager and the General Manager and should be approved in advance of issuing authorization to the Contractor/Consultant.

F. Performance Monitoring

Project Manager's Responsibility

- Monitor the PO or Contract to ensure that the Bidder complies with the terms and conditions of the Bid/Proposal, PO or Contract – i.e., verify that commodities are received and/or services completed and that invoice prices are in accordance with the Contract prior to approval.
- Ensure that any proposed Amendment or Change Order is market and price competitive and properly documents any changes to the original scope of work.
- Report any Contractor/Consultant performance deficiencies to the Purchasing Department, and participate in facilitating resolutions through meetings. Assist with documentation needed.
- Complete the Performance Survey through the e-procurement portal when notified, at regular intervals throughout the life of the contract.
- In case of a default or breach, assist the Purchasing Department who will take appropriate action in coordination with the General Counsel's Office, including written notification to Contractor/Consultant of the default or breach, evaluation of possible curative action on the part of the Contractor/Consultant, or action to be taken regarding seeking payment or performance through the bonding company if the project is bonded.

Purchasing Department Responsibilities

- Ensure that the Agency obtains the needed commodities and/or services on time.
- Assist Staff and the Contractor/Consultant as needed with resolving payment issues, coordinating with Finance.
- Coordinate with the Requesting Departments to facilitate and resolve disputes with the Contractor/Consultant.
- Review Contractor/Consultant performance and contract documentation when appropriate.
- Provide training and advice to the Requesting Departments on Supplier Relationship Management and owner's Contract Responsibilities.
- Document any resolutions or lack thereof.

G. Renewals

To renew a contract, the original procurement, Board award and Contract must indicate that renewals are allowed.

For most contracts awarded through the Purchasing Department and then entered into the agency's financial system, the Purchasing Department will provide the Requesting Department

with a Notice of Expiration/Recommendation for Renewal at least ninety (90) calendar days prior to expiration of the contract. The Purchasing Department will summarize the current market pricing for appropriate commodities and make a recommendation which may be to renew the contract, utilize a piggyback or issue a new solicitation.

The Requesting Department will complete the [Expiration/Recommendation for Renewal](#) form. A sample of this form may be found in the Appendix to this manual. Information that should be included is:

- A statement regarding the satisfactory level of the Contractor's performance.
- Decline the option to renew and provide a reason – for example state if the item/service is no longer needed, the project is complete or in some cases, if the vendor is no longer active (if known).
- Verification that all applicable licenses including occupational licenses are current.

If the contract is recommended for renewal by the Purchasing Department and the Requesting Department, the Purchasing Department will prepare the renewal letter, and have it reviewed by General Counsel and send it to the vendor for execution.

The Purchasing Department will draft an agenda item for each Board meeting and list the associated renewals on the spreadsheet attachment, if applicable.

If the Requesting Department does not recommend renewal, the Requesting Department should indicate on the form, as noted above, and return it to the Purchasing Department. The Purchasing Department will close the contract or let it naturally expire and work with the Requesting Department to issue a new solicitation if needed.

If the Purchasing Department and Requesting Department disagree on whether to renew or re-bid, the matter will be elevated to the Chief Financial Officer and Division Officer for guidance. If the Chief Financial Officer and Division Officer disagree, then the General Manager will make the decision. Depending on the circumstances, General Counsel may be consulted during this decision process.

H. Cancellation or Termination of Purchase Orders and Contracts

Cancellation of Purchase Orders

When a Requesting Department determines that a PO needs to be cancelled, it must notify the Purchasing Department in writing via email and copy Finance. When Finance determines that all invoices have been paid, they will notify the Purchasing Department that the PO can be cancelled.

The Purchasing Department will notify the Bidder of the cancellation if warranted.

Cancellation of Solicitation

When a Requesting Department determines that a Solicitation needs to be cancelled, it must notify the Purchasing Department in writing.

The Purchasing Department will publish a Notification of Cancellation via the agency's on-line provider and on the agency's website.

Termination of Contracts

When a Requesting Department wants to terminate a Contract, the Requesting Department should first consult with the Purchasing Department to discuss the reasons for termination,

options, and ensure continuity of supply of commodities or services, if needed. Together they will form an action plan. The Purchasing Department will draft the termination for General Counsel's approval and then deliver it to the supplier. Generally, the Purchasing & Warehouse Manager will call the supplier prior to them receiving the written termination as a good business practice.

Prior to termination the Requesting Department should document problems as they occur and notify the Purchasing Department. This documentation is essential for supporting termination.

The termination must occur in accordance with any procedures stated in the Contract, including any cure notices.

The Requesting Department, Purchasing Department, and the General Counsel's Office work in concert to accomplish the termination.

Contracts awarded by the Board must be terminated by the Board.

V. SUPPLIER RELATIONS, COMMUNICATION AND PERFORMANCE

A. Introduction

This Chapter provides information to Vendors seeking business opportunities with the Agency. Bidders should read each Bid/Proposal Document carefully and follow its instructions in completing their Bid/Proposal. Bidders may choose to review the latest version of the Purchasing Procedures Manual, which may be accessed on the Agency's website.

B. Vendor Registration

The Agency uses an e-procurement portal to notify Vendors by e-mail about Agency bidding opportunities. Currently, to receive notifications, Vendors MUST register by going to <https://tampabaywater.bonfirehub.com>. By registering, Vendors that have downloaded a bid opportunity will automatically receive notification of related addenda. Registration is free for all Vendors.

C. Supplier Diversity

Tampa Bay Water is best served by suppliers that provide quality products or services in a timely manner with competitive pricing. Other general qualities supporting the agency's interests include suppliers that are financially sound/credit worthy and those that demonstrate good process/performance requirements. The Agency seeks to create inclusive and equitable opportunities for diverse suppliers; therefore, the following approach has been cultivated and is not quota-based, but rather is consistent with the agency's policies and competitive process.

Through the agency's e-procurement system, the Purchasing Department will maintain an electronic registry of diverse suppliers that have expressed interest in doing business with Tampa Bay Water. A diverse supplier is a business that is certified by an agency-approved third-party organization. Suppliers must register their business in the appropriate diversity category and upload their certifications to be verified by agency staff. At an interval determined by staff, a notification will be sent to the supplier when the certificate is near expiration, but it is the supplier's responsibility to keep certification documentation current.

Staff are encouraged to invite diverse suppliers to bid competitively by following the suggestions below.

- Placing qualified diverse suppliers on solicitation lists.
- Assuring that diverse suppliers are solicited whenever they are potential sources.
- Unbundling large contracts, when economically feasible or practical, into smaller tasks or quantities to permit maximum participation by diverse suppliers.
- Including payment bonds on all projects exceeding \$100,000 to ensure a means of payment for certified diverse suppliers and subcontractors working for a general contractor.

The Purchasing Department supports the inclusive and equitable opportunities for diverse suppliers by:

- Identifying qualified diverse suppliers for the agency.
- Including diverse supplier status considerations in sourcing templates.
- Continuing participation, with member governments, in the Small Business Enterprise Collaborative and similar or subsequent groups.
- Continuing to attend local trade shows and reverse trade shows with member governments, the National Institute of Governmental Purchasing (NIGP), and similar organizations, and periodically participating as speakers.

- Hosting supplier educational and networking events and/or webinars.
- Continuing participation in conferences and tradeshow events, both regionally and nationally through Women’s Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC), Disability:IN, and other similar organizations where schedule and budget allow.

D. Bidder Qualifications

All Bidders shall be properly licensed, as applicable, for the appropriate category of work to be eligible for an award. License(s) must be current and effective as of the solicitation opening date and must be maintained throughout the life of the contract.

All corporations doing business with the Agency must be properly registered with the State of Florida and authorized to conduct business in the State of Florida, or otherwise approved by the General Counsel’s office. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at <http://dos.myflorida.com/sunbiz>.

E. Bidder Notification

The Agency solicits Bids/Proposals through its e-procurement portal at <https://tampabaywater.bonfirehub.com>, and via link on the Agency’s website.

Under no circumstance will Bid/Proposal documents be made available to prospective Bidders prior to the Public Notice.

F. Communication Between Bidders and the Agency

All communication during the Bid/Proposal process must be directed to the Purchasing Department.

Bidders and their representatives may not speak with, lobby, or communicate in any fashion, with the Board of Directors, General Manager, any selection committee member, or employee of Agency during this process. This prohibition applies throughout the process, until the contract has been awarded, but it is not intended to prevent Bidders from speaking to the Purchasing Department employees. Any Bidder who violates this provision may be deemed non-responsible and its Bid/Proposal rejected. Bidders who have on-going business with the agency on previously awarded contracts or projects may communicate specifically with staff regarding that work.

No interpretation of the meaning of the plans, specifications, or other Bid/Proposal documents will be made to any Bidder orally. Every request for such interpretation must be in writing and addressed to the Purchasing Department. To be given consideration, such requests must be received within the time stated in the Bid/Proposal documents. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be uploaded to the agency’s on-line bidding site at least five (5) calendar days prior to the date fixed for the opening of bids. Failure of a Bidder to receive any such addendum or interpretation shall not relieve the Bidder from an obligation under their bid/proposal, as submitted. All addenda so issued shall become part of the bid/proposal documents.

G. Proper Authorization

No supplier should perform or deliver any commodities and/or services without a duly authorized PO, Contract, Change Order or Amendment. Staff are not authorized to verbally

commit the agency for commodities or services outside of the processes outlined in this manual. The Agency is not liable for payment of any commodities and/or services received without such authorization.

H. Evaluation of Bids/Proposals

Only responsive Bids/Proposals from responsible Bidders will be considered for award.

- A responsive Bid/Proposal is one that conforms in all material respects to the Specifications.
- A responsible Bidder is one who has the capability in all respects to perform fully the contract requirements, including but not limited to the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and financial resources to assure performance.

Deviations in Bids/Proposals may be either material or immaterial.

Consideration of a vendor's social, political, or ideological interests is strictly prohibited in evaluation of bids/submittals.

For a full discussion of the Bid and Award process, see Chapter IV.

I. Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders may submit with their bids/proposals a certificate certifying that they have implemented a drug free workplace program. If two or more bids are equal in price, quality, and service, preference will be given in the award process to the Bidder who has furnished such certification with their bid.

J. Public Entity Crimes

Under Section 287.133, Florida Statutes, 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 commodities, 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 CATEGORY TWO threshold amount provided in Section 287.017, Florida Statutes, for a period of 36 months following the date of being placed on the convicted vendor list.

A public entity may not accept any Bid, Proposal, or reply from, award any Contract to, or transact any business in excess of the CATEGORY TWO threshold amount provided in Section 287.017, Florida Statutes, with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, Proposal, or reply from, award any Contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor lists.

All invitations to Bid, Requests for Proposals, and Invitations to Negotiate, as defined herein, and any Contract Documents executed hereunder shall contain a statement informing persons of the provisions of this paragraph.

K. Discriminatory Vendor List

Pursuant to Subsection 287.134(2)(a), Florida Statutes, 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 commodities 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.

L. Scrutinized Companies List

Pursuant to Section 287.135, Florida Statutes, the company must certify eligibility at the time of submission of a Bid or Proposal. A company is ineligible to, and may not bid on, submit a proposal for, or enter or renew a contract with an agency or local government entity for commodities or services of

- Any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- One million dollars or more if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

M. Anti-Human Trafficking

In accordance with Section 787.06(14), Florida Statutes, the Bidder must provide Tampa Bay Water with an affidavit regarding Human Trafficking. Bidder attests, under penalty of perjury, that Bidder does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

N. Foreign Countries of Concern

Section 287.138(1)(c), Florida Statutes, defines a “foreign country of concern” as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, Venezuelan regime of Nicolás Maduro, and the Syrian Arab Republic. Pursuant to Section 287.138, Florida Statutes, the Agency is prohibited from entering into a contract with an entity or extending/renewing a contract with an entity, which would give access to an individual’s personal identifying information if the entity is owned by the government of a foreign country of concern, the government of a foreign country of concern has a controlling interest in the entity, or the entity is organized under the laws or has its principal place of business in a foreign country of concern. . Entities submitting a bid or proposal to the Agency which would grant access to an individual’s personal identifying information must provide an affidavit attesting under penalty of perjury that the entity does not meet any of the criteria under Section 287.138(2)(a)-(c), Florida Statutes.

O. Use of Tampa Bay Water for Marketing Prohibition

The Vendor shall in no way use any statements, whether written or oral, made by the Agency's employees to market, sell, promote, or highlight the Vendor and/or the Vendor's product(s) and/or service(s), unless authorized to do so, in writing, by the General Manager or his/her designee. In addition, the Vendor shall not use subjective or perceived interpretations, even if factual, regarding the Agency's opinion of the Vendor's performance, product(s) and/or service(s) in any document, article, publication, or press release designed to market, promote, or highlight the Vendor, and/or the Vendor's product(s), and/or service(s). This does not prevent the Vendor from including the Agency on its client lists and/or listing or using the Agency as a reference.

P. Protest Procedures

Introduction

Tampa Bay Water seeks to provide all Bidders with a fair process to resolve disputes between the Bidder and the Agency. This process places certain responsibilities upon the Bidder and the Agency and is intended to result in an administrative resolution to problems which is consistent with the Agency's Procurement Policy and Procedures, the principles of sound public purchasing, and the best interests of Tampa Bay Water.

Definition of Protest

A Protest is the timely written objection of a person or company with standing, seeking remedial action, based upon a recommendation or other action taken by the Agency.

Procedures for Formal Bids, Requests for Proposals, and Informal/Small Procurements above \$25,000:

The Agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Any person who is adversely affected by the Agency's decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation.

Any agency staff member who receives the notification of a protest should notify the Purchasing & Warehouse Manager. The Purchasing & Warehouse Manager will notify General Counsel, The Records Manager, the Requesting Department Manager and Project Manager, and the Chief Financial Officer. General Counsel and the Purchasing & Warehouse Manager will guide staff through the response and ensure compliance with policy and statutes.

The formal written protest and accompanying bond shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written

protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Saturdays, Sundays, State, and Agency holidays shall be excluded in the computation of the 72-hours' period.

Upon receipt of the formal written protest that has been timely filed, the Agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final Agency action, unless the General Manager sets forth in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process without delay, in order to avoid an immediate and serious danger to the public health, safety, or welfare.

The Agency shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) business days, excluding Saturdays, Sundays, State, and Agency holidays, after receipt of a formal written protest.

If the subject of a protest is not resolved by mutual agreement within seven (7) business days, excluding Saturdays, Sundays, State and Agency holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted. The Agency shall:

- Give reasonable notice to affected persons of the action of the Agency, whether proposed or already taken, or of its decision to refuse action, together with a summary of the factual, legal, and policy grounds therefor.
- Give parties or their counsel the option, at a convenient time and place, to present to the Agency or hearing officer, written or oral evidence in opposition to the action of the Agency, or to its refusal to act, or a written statement challenging the grounds upon which the Agency has chosen to justify its action or inaction.
- If the objections of the parties are overruled, provide a written explanation within seven (7) business days. The explanation shall include:
 - 1) The notice and summary of grounds
 - 2) Evidence received.
 - 3) All written statements submitted.
 - 4) Any decision overruling objections
 - 5) All matters placed on the record after an ex-parte communication.
 - 6) The official transcript
 - 7) Any decision, opinion order, or report by the presiding officer.
- If the subject of a protest is not resolved by mutual agreement within seven (7) business days, excluding Saturdays, Sundays, and State and Agency holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the Florida Division of Administrative Hearings, per Section 120.57, Florida Statutes.
- Upon final resolution of a protest, the Purchasing Department will coordinate a close-out meeting for agency staff who were involved along with General Counsel. The group will discuss the impact of the protest and may recommend changes in documentation or processes to prevent future protests for the same reasons.

Procedures for Informal Bids/Proposals under \$25,000

Protests regarding small purchases under \$25,000 will be handled by the Purchasing & Warehouse Manager who will consult General Counsel, as needed. Final appeals will be presented to the General Manager. The Purchasing & Warehouse Manager and Requesting Department Manager will hold a close-out meeting as needed.

VI. INSURANCE, BONDS AND DEPOSITS

A. Introduction

The purpose of this chapter is to describe the responsibility of the Purchasing Department, Human Resources, Risk Management, and the Requesting Departments, regarding insurance and bonding, in the procurement process. Departments who have the primary responsibility for negotiation or “non-procurement” contracts are responsible to coordinate with Risk Management to ensure appropriate insurance requirements are in these contracts.

B. Insurance Requirement

Risk Management is responsible for determining the need, types, and limits for all insurance coverage, for all Agency purchases, as well as the adequacy of all insurance agents and companies providing coverage on Agency projects.

For all procurements of services and construction, and commodities that include any labor, the Requesting Departments will coordinate with Risk Management and ensure delivery of a signed insurance requirements form, with the specifications to the Purchasing Department for inclusion of the form and/or requirements in the Bid/Proposal.

The Purchasing Department will obtain from the Bidder the initial documentation of insurance coverage and forward it to Risk Management. Upon notification from Risk Management of acceptability of the agency, issuer and document, the Purchasing Department will issue (or authorize issuance of) a Notice to Proceed or a PO.

Non-compliant insurance requirement issues will be resolved jointly with the Requesting Department, Risk Management, the Purchasing Department, and the General Counsel’s office, as appropriate.

Certificates of insurance shall be maintained for the life of the project/contract in the e-procurement portal and the financial system contract modules.

If insurance coverage should lapse, Risk Management will notify the Requesting Department, who will work with Risk Management, and General Counsel, if necessary, to resolve the matter. If it cannot be resolved, the Requesting Department and/or Risk Management will notify the Purchasing Department who, along with the General Counsel’s office, will take the appropriate action.

C. Bonds and Deposits

Any Bonds will be retained by the Purchasing Department.

Performance Bond

Performance bonds are required on all construction projects exceeding \$200,000 (see Section 255.05, Florida Statutes). Additionally, the Purchasing & Warehouse Manager may require a performance bond when it is deemed to be in the best interest of the Agency to ensure that a contract is carried out in accordance with the applicable Specifications and at the agreed contract price. Performance bonds are required if payment bonds are required.

In lieu of a performance bond, Bidders may submit an alternative form of security in the form of a money order, certified check, cashier’s check, irrevocable letter of credit, or alternative securities of the type listed in Chapter 625, Part II, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those

applicable to the bonds required by the Bid/Proposal document. The determination of the value and acceptability of such alternative forms of security shall be made by Tampa Bay Water.

Payment Bond

Payment bonds are required on all construction contracts exceeding \$200,000 (see Section 255.05, Florida Statutes). The Purchasing & Warehouse Manager may require a payment bond on contracts for purchase of commodities and/or services when deemed to be in the best interest of the Agency.

In lieu of a payment bond, Bidders may submit an alternative form of security in the form of a money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in Chapter 625, Part II, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by the Bid/Proposal document. The determination of the value and acceptability of such alternative forms of security shall be made by Tampa Bay Water.

Bid Bond or Guaranty of Good Faith Deposit

The Purchasing & Warehouse Manager may require Bidders to submit with their Bid/Proposal a bid bond or guaranty of good faith deposit in the amount specified. Bid bonds are required on all solicitations exceeding \$150,000. Bid Bonds will be effective for until such time the contract is executed. Any check or money order will be retained for the same period.

In lieu of a bid bond, Bidders may submit an alternative form of security in the form of a certified check, or cashier's check. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by the Bid/Proposal document. The determination of the value and acceptability of such alternative forms of security shall be made by Tampa Bay Water.

Amount of Bond or Deposit

- Performance Bond:
 - Construction Contracts: 100% of contract price
 - All other contracts: 25% of the annual price to 100% of contract price.
- Payment Bond: 100% of contract price.
- Bid Bond or Guaranty of Good Faith Deposit: At the discretion of the Purchasing & Warehouse Manager, but generally \$5,000 or 5% of the bid price.

Processing of Bonds and Deposits

The Bidder shall be responsible for securing the bond or deposits.

The company acting as surety for any bond issued shall be licensed to do business in the State of Florida as stated in Section 287.0935, Florida Statutes, and acceptable to the Agency, and the bond amount must be within the Surety's bonding limits. The bond must be signed by an agent registered with the Department of Insurance, as an agent for that Surety. The Surety must also provide a current Power of Attorney authorizing the agent to bind the Surety.

Bonds furnished shall be reviewed by the Purchasing Department and as needed, the General Counsel's Office for acceptability. All bonds accepted shall be locked and safeguarded in the Purchasing Department.

In the event a Bidder fails to provide an acceptable bond when required within ten (10) calendar days after notification, the Board may rescind the award and/or terminate the contract and may retain, in the account of Tampa Bay Water, any good faith deposit, bid bond or guaranty, which may have been submitted.

As a guaranty of good faith deposit, a Bidder may submit a certified check, cashier's check, treasurer's check, or a bank draft drawn on any national or state licensed financial institution (see Section 255.051, Florida Statutes). Such deposits shall be retained, locked, and safeguarded in the Finance Department until all provisions of the contract have been satisfied. Personal checks, business checks, and cash deposits are not acceptable.

Upon Award, fulfillment of all post-award and/or contract requirements, the Purchasing Department shall ensure that bonds and other deposits are returned.

VII. PURCHASING CARD (P-CARD) PROGRAM

A. Introduction

The Purchasing Card Program (P-Card Program) is designed to improve efficiency in processing low dollar purchases, travel expenditures, and emergency purchases with any Vendor that accepts a Credit Card. The Purchasing Department administers the P-Card Program. The P-Card Program utilizes JP Morgan's interface with the Agency's Financial System to reconcile card transactions.

P-Card is the preferred method of purchasing commodities and/or services in the amount up to \$10,000.

B. Card Account Security

The Cardholder must take reasonable precautions to protect the card and the account number from loss or theft.

If the entire card number is shown on the receipt, the Cardholder should cross out all but the last four digits of the card number.

Only give the card number over the phone or Internet if the company is known and the cardholder has initiated the transaction.

C. P-Card Accounts and Authorized Use

- All cards are clearly identified on the face as described:
 - Embossed: employee's name, account number, and expiration date.
 - Printed: Agency logo.
- Cardholders are authorized to purchase commodities and services with a P-Card if they are in accordance with the Agency's Purchasing and Travel Policies.
- **P-CARDS SHALL NOT BE USED TO PURCHASE COMMODITIES AND/OR SERVICES FOR THE EMPLOYEE'S PERSONAL USE.**
- Requests for new P-cards or changes to P-cards must be submitted to the Purchasing Department on the Agency [Purchasing Card Request/Change Form](#). A sample of this form may be found in the Appendix to this manual.
- P-Card holders must be full-time employees, who have successfully completed the new hire probationary period. Employees who frequently purchase commodities and/or services for the Agency or field-based employees who occasionally need to make purchases of commodities and/or services while in the field.
- The Purchasing Department is responsible for the proper set up, training, and distribution of p-cards.
- The Cardholder is responsible for verifying the P-Card is embossed correctly with their name and the agency logo. Cardholders will take possession of their p-card after receiving training and signing a Cardholder Acknowledgment. A sample of this form may be found in the appendix to this manual.
- The employee whose name is embossed on the card is the only person authorized to use the card.
- The Cardholder will activate their card account by calling the toll-free number provided to them on the face of their card.
- If a replacement or a renewal p-card needs to be issued, the existing card shall be provided to the Purchasing Department – unless the card has been lost or stolen.

- The Purchasing Department will notify the cardholder upon receipt of renewal or replacement cards.

D. P-Card Limits

The Cardholder’s Manager will recommend a Transaction Limit and Monthly Limit when the P-card is requested. The limits and levels should be based on the type and frequency of purchases the Cardholder will typically make. Some initial suggestions are in the table below. The Division Officer and CFO will approve the limits prior to the card request being forwarded to Purchasing. This information and approval will be completed through the P-Card Request/Change Form.

Level Suggestions	Purchase Examples	Transaction Limit	Monthly Limit
Level One Cardholder Dept.	Supplies; Books; Memberships	\$500	\$1,500
Level Two Cardholder Dept.	Equipment; Tools; Supplies; Vehicle parts and services	\$1,000	\$2,500
Level Three Cardholder Division	Inventory; Tools, Supplies, Travel	\$5,000	\$10,000
Level Four Cardholder Division	Tools; Supplies; Various Agency Recurring Bills or other invoices.	\$10,000	\$20,000

Executive and Director level cardholders shall have transaction and monthly limits within their approval authority as applicable.

The total cost of any purchase must not exceed the established transaction limit for the cardholder. A purchase may consist of multiple items in one transaction. **A purchase shall not be split into two or more transactions, either by one or more Cardholders, to stay within the limits.** Exceptions can be granted, with the approval of the Purchasing & Warehouse Manager and the CFO, to pay recurring bills on a contract already awarded within the Purchasing Policy or a competitive bidding exception, such as telecommunication or subscriptions. In some cases, these will be paid via the agency’s Finance Payments card, or other Level Four card.

If spending limits need to be changed, the cardholder’s manager must submit a [Purchasing Card Request/Change Form](#) to the Purchasing Department. The form must be reviewed and approved by the Division Officer and Chief Financial Officer. The Purchasing Card Request/Change Form may be found in the appendix of this Purchasing Procedures Manual.

E. Training

Purchasing will schedule P-Card Program training for any new cardholders and approvers. Refresher training will be assigned annually through the agency’s on-line training site.

Typically, the training sessions will be held as needed, to accommodate new cardholders or managers and will include as applicable:

- Cardholder Manager training
- P-Card Clerk training
- P-Card Cardholder training

- Cardholder Refresher Training

Training sessions will cover the P-Card Procedures specific to each role and relevant information.

Staff designated as the P-Card Clerks and Cardholder Managers will be e-mailed an overview of the P-Card Program and trained to review and approve transactions in the agency's financial system by the Purchasing Department.

F. **Prohibited/Unauthorized Transactions**

Inappropriate or illegal use of P-Cards and/or failure to comply with the limitations and requirements set forth in these P-card Procedures may result in a loss of P-card privileges, repayment for all prohibited/unauthorized transactions and possible disciplinary action, based on the specifics of the circumstances.

Personal purchases are NOT allowed. If personal items are purchased using the Agency's P-card, reimbursement must be made immediately and payable to Tampa Bay Water. Reimbursement will be sent to the Finance Department along with supporting documentation of the transaction.

Unauthorized purchases include but are not limited to the following:

- Rental or lease of land or buildings
- Cash advances
- Alcoholic beverages or tobacco products
- Insurance for items purchased.
- Items for employee personal use
- Food or Meals when Traveling (Follow Travel/Per Diem policy)
- Fuel in personal or Agency vehicles (for Agency vehicles use WEX)
Note - Fuel *may* be purchased only for rental cars with an approved travel form (See Travel section)
- Any items prohibited from purchase by other Agency policies.
- Florida Sales Tax
 - Purchases are not to be charged with Florida sales tax. It is recommended that cardholders obtain a copy of the Tax-Exempt form for verification if needed. Business card-sized forms are available from the Purchasing Department.
 - JP Morgan is not responsible for assessing back sales taxes to the vendor.

G. **Responsibilities**

The Purchasing Department Responsibilities:

- Administration of the P-Card Program.
- Request cards from JP Morgan with approved [P-Card Request/Change Form](#).
- Set up new Cardholders in the Agency's Financial System.
- Establish and maintain P-Card Program Procedures.
- Assign P-Card clerks approved by Division Officer.

P-Card Administrator

- Import weekly statements from JP Morgan PaymentNet report.
- Ensure accuracy of vendor and transaction information included in each statement.
- Release statements into workflow.
- Provide training for the P-Card Program cardholders, P-Card Clerks and Approvers.
- Review transactions to ensure program compliance.
- Investigate all alleged violations of the P-Card Program Procedures and present findings to the Chief Financial Officer for potential actions, which may include warnings and if/when necessary, cancelling or revoking cardholder privileges.
- Maintain list of cardholders, card numbers, expiration dates, and infractions.
- Cancel cards upon revocation or termination of the employee.
- Destroy deactivated cards.
- Act as a liaison with JP Morgan on Cardholder issues.
- Assist in resolving elevated disputes if Cardholder/P-Card Clerks efforts are unsuccessful.
- Provide monthly reports to managers with assigned cardholders detailing minor violations and points tracking. Encourage managers to address their cardholder's violations.
- Conduct an annual review of cardholders' transaction limits, thresholds, and card usage. Adjust parameters approved by the Chief Financial Officer to maintain department flexibility and reduce agency risk.

Purchasing Card Clerk Responsibilities:

- Serve as liaison with the Purchasing Department and Cardholder.
- Monitor all disputed purchases, credits, and billing errors. Disputes or errors that cannot be resolved will be referred to the Purchasing Department.
- Reconciliation of all transactions for assigned cardholder statements, through the following steps:
 - Review the weekly statements of assigned cardholders for accuracy and advise the Purchasing Department of any required updates.
 - Review cardholder's receipts for proper coding, no charge of Florida sales tax, accuracy, and completeness of attachments.
 - Upload attachments for all transactions in each statement.
 - Release (Approve) the statement into workflow.
 - Monitor "rejected" status statements and work with cardholder and the Purchasing Department as needed to resolve and reactivate, for workflow approval.

Cardholder Responsibilities:

- Ensure that all purchases have a valid business purpose.
- Ensure that purchases follow P-Card Procedures and the Agency's Purchasing Policy.
- Obtain original detailed invoices or itemized receipts for all purchases and provide them to the P-Card Clerk, within 24 hours of the transaction.
- Obtain the General Ledger code from their manager and include with receipt per Supporting Documentation section of this procedure.
- Include all applicable supporting documentation, such as, Contract Number, Work Order number, GL code, etc. on the receipt, if applicable.

- Ensure that Florida sales tax is not charged on purchases. Obtain refunds from vendors if tax is charged and provide credit documentation to P-Card Clerk, if assistance is needed contact the P-Card Clerk or the P-Card Administrator.
- Secure P-card and any account information.
- Contact JP Morgan directly to set up fraud alerts and preferences (text, email, etc.) for their p-card.
- Provide supporting documentation/information as requested or required.
- Notify warehouse staff via phone call, or email the warehouse, at warehouse@tampabaywater.org, for orders with items being delivered to the warehouse.
- If a vendor requires a signature on documentation, other than a charge slip, send the document to the Purchasing Department and await further instructions, prior to making the purchase. The cardholder will be informed when documentation is complete and then they may make the purchase. In this case, it may be quicker and easier for the cardholder to find a vendor that does not require an additional signature on documentation.

Cardholder's Manager Responsibilities:

- Serve as liaison with the Division Officer and P-Card Clerk.
- Work with Purchasing, JP Morgan, or Finance, as needed, to assist in resolving disputes or errors.
- Maintain, control, and periodically review internal departmental procedures and ensure employees follow them.
- Ensure cardholders\employees are aware of and follow transaction, and monthly card limits and that budget limitations are being reviewed.
- Review the weekly statements for employees to ensure compliance. Advise the Purchasing Department of any inaccuracies or questionable activity.
- Review cardholder's statements to ensure all purchases have a valid business purpose and comply with Agency policy prior to approval in workflow.
- Ensure proper accounts are assigned to transactions including applicable work order and contract numbers, and receipts are attached (including org code, object number and if applicable, project number).
- Notify staff of updates within the P-Card Program.
- Address situations involving improper use promptly and within the established guidelines regarding frequency and severity.
- Review monthly tracking reports provided by the Purchasing Department and address minor violations with assigned cardholders.

Division Officer Responsibilities:

- Approve the requested p-cards and authorization limits/levels on the P-Card Request/Change Form.
- Ensure staff follow the P-Card Program Procedures.
- Ensure purchases by Division cardholders follow established agency procedures and guidelines, including vendor selection.
- Ensure purchases are made at a fair and reasonable price.
- Ensure P-Cards are not used for regularly occurring or scheduled needs (commodities and/or services) when the total value is projected to exceed \$35,000 per fiscal year – unless

a contract exists. Contract items must be linked during reconciliation of the statement in the Agency's Financial System.

- Address situations involving improper use.
- Approve assigned P-card clerks, when applicable.

Finance Department Responsibilities:

- Review and approve statements released into the Agency's Financial System for proper coding and budget availability.
- Pay all monthly charges from the consolidated statement.
- Set up new Cardholders, P-Card Clerks, Administrators and Approvers with appropriate workflow and security settings in the Agency's Financial System.
- Process accounting data as appropriate.
- Reconcile monthly consolidated statement with transactions and notify Purchasing if any unresolved disputed charges, credits, or billing errors are discovered.
- Provide supporting documentation to the Purchasing Department, if needed, to investigate any potential misuse or fraud.
- Maintain and secure the agency's "Finance Payments" card for use by the Finance department for Finance staff purchases and travel, and for use by other departments, on occasion for larger dollar repetitive purchases, or vendor bill payments approved by the CFO and within the agency's Purchasing Policy.
- Ensure Agency policies and procedures are followed when the Finance Payments card is used for travel, vendor bill payment, etc.

H. Lost/Stolen Cards, or Fraud Activity

If a card is lost or stolen, the Cardholder must immediately notify JP Morgan by calling (800)316-6056. Then notify your P-Card Clerk and the P-Card Administrator..

If a card account has suspected fraudulent activity, the Cardholder must immediately notify JP Morgan by calling (800-316-6056) and then the P-Card Administrator to deactivate the account. The Cardholder shall complete a Disputed Transaction Form within one (1) working day of discovering a card account has been lost/stolen or after discovering fraudulent activity and reporting it to the P-Card Administrator.

If JP Morgan suspends the card for fraudulent activity the Cardholder must contact JP Morgan to resolve and/or investigate the fraud.

Issuances of Replacement Cards are generally received within ten (10) working days of the request, if replacement is necessary.

I. Supporting Documentation

Receipts or Invoices

All transactions should be supported by a detailed or itemized receipt or invoice, listing what was purchased, unit cost, number of units purchased, total cost, vendor name, etc. and any other applicable back-up documentation. If clarification is required, contact the P-Card Clerk and/or the P-Card Administrator.

- If not itemized, the Cardholder should request the Vendor to itemize the receipt or invoice (i.e., what was purchased, unit cost, number of units purchased and total cost).

- When an itemized receipt is not available from the Vendor or the receipt is itemized, but not descriptive, (i.e., only lists SKU numbers), the Cardholder will write in the description and quantity, take a picture of the item(s); and forward the photo with the receipt.
- When the itemized receipt/invoice is not available the Cardholder can provide a packing list, original quote or similar documentation that describes the items.
- If an item is purchased for an employee, the cardholder must also write on the receipt the name of the employee it was purchased for. For example, a laptop, tool, license/membership/certification/renewal.

Invoices and receipts that list the entire card account number and expiration date are to be adjusted (crossed out) so that only the last four digits of the card account number are shown. The Vendor name listed on invoices and receipts should match the posted transaction in the Agency's Financial System, unless a third-party billing vendor processed the transaction. Additional supporting documentation should be provided when the cardholder is aware of this process.

Cardholders are to forward receipts to their assigned P-Card Clerk within 24 hours of the transaction. Receipts may be sent in paper form via inter-office mail, via email as attachments, or as pictures from the Cardholder's phone or other device if all the information requested is either written on the receipt or accompanies the receipt via an email explanation.

Procedure when Invoice/Receipt Not Available:

The Cardholder shall complete a [Lost or Missing Receipt Statement Form](#). The form should then be forwarded to the cardholder's P-Card Clerk to be attached to the appropriate statement/transaction in the Agency's Financial System. The form is not required for receipts under \$10.00 or for Credits of any amount. A sample of this form may be found in the Appendix to this manual.

Disputed Charges

If a transaction contains an error (i.e., overcharge, duplicate charge or order not received), the Cardholder must first attempt to resolve the problem with the Vendor.

If the Vendor refuses or delays to correct the error, the purchase must be disputed as soon as possible.

All disputed transactions must be documented on a Disputed Transaction form. The Cardholder or P-Card Clerk shall e-mail the completed form, along with transaction documentation, to the P-Card Administrator for further dispute action, as necessary.

Upon resolution of the dispute, the Cardholder or P-Card Clerk is to notify both Purchasing and Finance, to explain the resolution of the dispute.

J. Travel and Travel Cards

Travel:

All Travel shall be conducted in accordance with Tampa Bay Water's Travel Policy current at the time of the Travel. When Individual P-cards are issued, they are NOT preset up for travel use. Individual P-Cards may be set-up and used for travel by the Cardholder as follows:

- Complete a Travel Request form and obtain all required signatures. A sample Travel Request form is available in the Appendix to this manual.

- P-Card holders should provide the approved travel request form to the P-Card Clerk and the Purchasing Department.
- The Purchasing Department will set the Cardholder's Individual P-Card up for travel and notify the Cardholder that travel plans may then be made using the P-Card. P-Cards are not to be used for travel arrangements without an Approved Travel Request form.

Travel Cards:

For staff that do not have an individual P-Card, the agency has allocated Travel Cards that can be checked out for use. Travel Cards are safeguarded by the P-Card Clerks and/or the Purchasing Department. To request use of a Travel Card staff should follow these steps:

Complete a Travel Request form and obtain all required signatures.

Provide the Approved Travel Request form to the P-Card Clerk who will check the availability of the allocated Travel Cards. If a Travel Card is available, the P-Card Clerk will advise the Requestor and the Purchasing Department.

The Purchasing Department will verify whether the Requestor has previously had training or used a Travel Card. If not, the Purchasing Department will coordinate a time to conduct the training (approximately 30 minutes) and check out the Travel Card to the Requestor.

If there is not a Travel Card available for use at the time the Requestor will be traveling, the P-Card Clerk will advise the Requestor and the Purchasing Department. The Purchasing Department will discuss options with the Requestor.

Staff should only use their Individual P-Card or one of the Agency's Travel P-cards to book travel and not another Individual's P-Card, even if approved.

Authorized Travel Purchases:

Once Travel is approved and the P-Card is set up per the above process, the following may be charged to individual P-Cards or Travel Cards:

- Training/Registration
- Airfare and Baggage Fees
- Hotels
- Taxis, Uber/Lyft, Bus, or other ground transportation
- Rental Cars
- Fuel for Rental Cars
- Parking

Unauthorized Items

DO NOT use the P-Card or Travel Card for the following items:

- Meals
- Snacks
- Room Service, or Restaurant meals charged to a room.
- Alcohol
- Entertainment
- Transportation for non-business-related activities (sightseeing, etc.)
- Fuel for Personal Vehicles

- Fuel for Agency Vehicle (use the WEX card)

K. Minor/Non-Compliance Violations of P-Card Procedures/Point System:

The Purchasing Department will review and document minor violations of the P-Card Procedures, and non-compliance will follow a “three-point” rule for simplicity. Upon determination that a cardholder has not complied with the p-card procedures, after the P-Card Clerk and/or Purchasing Department reminders and verbal coaching, a violation point will be documented by the Purchasing Department. Points may be issued for various non-compliance issues, including but not limited to:

- Unrecovered sales tax
- Missing receipts
- Late receipts
- Incorrect coding for transactions
- Unresolved billing issues
- Exceeding budget levels

All new cardholders will have a ninety (90) day grace period to become familiar with the P-Card procedures.

The Cardholder, Cardholder’s Manager, and P-Card Clerk will be informed of points. A monthly p-card violation tracking report will be sent to all Managers with their cardholder information.

If a Cardholder incurs three (3) points, the Cardholder’s p-card may be suspended until the Cardholder attends training.

Cardholders that receive points after refresher training may have p-card privileges revoked by the Chief Financial Officer and the Cardholder’s Manager will be informed.

The Purchasing Department will establish and maintain a mechanism (database or spreadsheet) to track points issued. The Purchasing Department will provide a monthly report to managers with cardholder information, so concerns can be addressed.

L. Major Violations of P-Card Procedures

If a Major Violation is suspected by the P-Card Clerk, the Clerk should notify the P-Card Administrator. After potential violation review is completed, the P-Card Administrator will notify the Purchasing & Warehouse Manager and either:

- Respond to the P-Card Clerk that the information provided clarifies the situation surrounding the transaction(s) and the review has ended; or
- Escalate the issue to the Chief Financial Officer and Human Resources.

If a Major Violation is suspected by the Purchasing Department, Cardholder’s Manager, or the Finance Department they will advise the Chief Financial Officer and Human Resources for further review and action.

The Chief Financial Officer and/or Human Resources shall request reports, information and other assistance from the Purchasing Department, the Finance Department, the P-Card Clerk or other persons as needed to complete an investigation and recommend further action. Actions could be closure of the inquiry, revoking or suspending the card, or discipline, depending on the findings.

Cardholders that repeatedly do not comply with policy and procedure and incur multiple violations may also be subject to disciplinary action up to and including termination of employment in accordance with the Personnel Rules Manual or Agency Policies.

Additionally, the Cardholder may be required to:

- Obtain credit from the vendor.
- Reimburse the Agency for any non-approved purchase(s). The purchase would then become the employee's property.
- Be subject to legal action by the Agency.
- Pay Florida sales tax.

Examples of Major Violations include, but are not limited to:

- Personal use or misuse of the agency card.
- Declined transaction due to suspected personal use.
- Use for a prohibited item or category.
- Going over transaction or monthly limit, repeatedly or without approval.
- Splitting purchases to avoid proper procurement procedures.
- Failure to report fraudulent or disputed charges to Finance and Purchasing.
- Failure to promptly report a lost or stolen card.
- Allowing someone else to use the card.
- Failure to provide receipts on a timely basis, repeatedly.
- A pattern of missing receipts.

M. P-Card Reinstatement Request

If a P-Card has been revoked, a P-Card Reinstatement Request can be submitted using the [P-Card Request/Change Form](#) by checking the Re-Activate or Re-Issue box on the form. The Cardholder's Division Officer must sign the request. The Chief Financial Officer will approve or deny the request.

- If the P-Card Reinstatement request is approved, the P-Card Administrator will process the request. The P-Card Administrator will distribute the new p-card to the Cardholder, conduct training and have a new Cardholder Acknowledgment signed.
- If the P-Card Reinstatement request is denied, the Chief Financial Officer will forward a copy of the denial to the Division Officer of the Requesting Department.

The decision of the Chief Financial Officer is final.

If the Card Reinstatement request is approved and a subsequent infraction occurs, the card may be permanently revoked.

N. Transfer/Termination of Cardholder

Human Resources will notify the Purchasing Department via email of terminated employees to cancel any active P-Cards. The Purchasing Department will arrange to collect the card or have it destroyed and will deactivate the cardholder's account.

Human Resources will notify the Purchasing Department of employee department transfers. The Purchasing Department will coordinate with Finance to make any adjustments to the cardholder's associated General Ledger codes and approval workflow set-up in the Agency's Financial System.

Cardholders who resign should submit all supporting documentation to the P-Card Clerk or P-Card Administrator for any final p-card transactions prior to voluntarily ending employment.

VIII. FUEL CARD PROGRAM

A. Introduction

The Fuel Card Program is designed for fuel purchases in agency pool and/or assigned vehicles. The current provider for fuel card purchases is Wright Express (WEX). The Purchasing Department administers the transactions, statements, and reconciliation segments of this program.

The Fuel Card Program utilizes WEX online interface for the following:

- Assignment of personal identification numbers (PIN) for individual staff members that have completed the training for driving agency vehicles.
- Add/Remove/Revise agency vehicle inventory.
- Reporting of activity on the account and billing information.

IX. UTILITY MANAGEMENT PROGRAM

A. Introduction

The Utility Management Program is designed for utility invoice monitoring, corrections and reporting. The current provider for Utility Management is EnergyCap. The Purchasing Department administers the invoice validation and correction segments of this program.

The Utility Management Program utilizes EnergyCap utility Management Portal for the following:

- Utility invoice management.
- Billing period modifications.
- Invoice corrections.
- Reporting of activity on the account and billing information.

X. DICTIONARY

Addenda - Instruments issued prior to the advertised time for submission of Proposals that modify the Contract Documents by additions, deletions, clarifications, corrections, or other revisions.

Advertisement – all competitive solicitations (request for quotes & request for bids and other notices and solicitations) issued by the agency shall be posted on the website for no less than 10 calendar days prior to the date for receipt of responses, unless the department or agency determines in writing that a shorter period of time is necessary to avoid harming the interest of the agency. Other media may be used to increase the likelihood of increased competition and responses, when recommended by the department or agency.

Agent – one who is empowered to act for or in place of another.

Agency – means Tampa Bay Water

Agreement - 1: a duly executed and legally binding contract **2:** the act of agreeing **3:** a consensus of two or more minds respect of anything done or to be done.

Bid - A statement of what compensation one will give or take for something, an offer of a price.

Bid, Formal - A sealed written bid submitted in response to an Invitation to Bid. (Includes a bid submitted by electronic means when permitted by the Invitation to Bid.)

Bid, Informal - A written or oral quotation submitted in response to an Informal Request for Quote.

Bid Security - The bond, letter of credit, cash or other form of security designated in the Contract Documents.

Bidder - The person or persons, partnership, firm or corporation submitting a Bid for the Work contemplated.

Bidding Documents - The written instruments issued by the Agency to initiate the bid process (invitation to bid, specifications) and the written response of contractors who wish to be considered for the contract being awarded (bid).

Bonds, (Performance/Payment) - Security provided by a contractor to insure performance or payment of subcontractors under the terms of a contract.

Change Order - A written instrument which, when recommended by the Engineer or other responsible party and signed by the Agency and the Contractor, amends the Contract Documents to provide for changes in the Work, and/or Contract Price or other Contract provisions.

Commodities - Supplies, materials, merchandise, equipment, information technology and other tangible personal property.

Contract Documents - The "Contract Documents" consist of the Agreement, Addenda, Supplementary Conditions, General Conditions, General Requirements, Specifications, Instructions to Bidders, Information to Bidders, Request for Proposal, Proposal, Bid and all other documents and requirements incorporated by specific reference thereto. Also referred to as "Contract".

Contractor - Any person or persons, partnership, corporation, or other entity that enters into an Agreement with the Agency.

Contract Price - The total compensation payable by the Agency to the Contractor for Work performed by the Contractor under the Agreement, including the base Bid, allowances, and authorized changes.

Equipment - Equipment includes tangible personal property that will have a benefit longer than one year and whose cost exceeds the statutory amount for capitalization proscribed by Florida Statutes or by Tampa Bay Water policy, whichever is lower. Usually, such equipment will be tagged as an asset or inventoried. Equipment also includes replacements, modifications, and improvements which would substantially increase the useful life or functionality of the repaired asset.

General Services Administration (GSA) – Branch of Federal Government responsible for purchasing activities. Local governments may be able to purchase information technology under the GSA Federal Supply Schedule 70, the GSA Marketplace or under the Corporate Schedule containing IT special item numbers.

Minority Business Enterprise - This is defined by the State of Florida in Section 288.703(3), Florida Statutes, as a small business (see Section 288.703(6), Florida Statutes) organized to engage in commercial transactions, domiciled in Florida, and which is at least 51-percent-owned by minority persons, as defined in Section 288.703(4), Florida Statutes.

Notice of Award - The written notice in the form of a letter or PO, for acceptance of the Proposal or Bid by the Agency issued to the selected Bidder or Offeror stating that, upon compliance with the requisite conditions stated (e.g., proof of insurance) within the time specified, the Agency will execute and deliver the Agreement.

Notice to Proceed - The written notice issued by the construction manager or project manager authorizing the contractor vendor to proceed with the Work in accordance with the Contract Documents and establishing the date on which the Contract Time commences.

Project – Any investigative study, aerial mapping project, design, construction, acquisition or purchase, or acquisition or easements or other land title of lesser scope than fee title for which contracted Professional Services are purchased.

Proposal/Submittal - The written Offer of the Offeror to perform the Work in accordance with the proposed Contract Documents made in the format specified by the Request for Proposal.

Public Announcement – Each Public Announcement shall be published via the agency’s designated on-line provider and posted on the Agency’s website. When required a Public Announcement will be made in a regionally circulated newspaper.

Public Entity Crime - A violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any Bid proposal reply or Contract for commodities or services, any lease for real property, or any Contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Purchase - The acquisition of Contractual Services or commodities on behalf of the Agency.

Purchase Order - A Contracting Document which authorizes the Purchase of contractual commodities and/or services at a stated amount.

Purchase Requisition - A formal written request for issuance of a PO and execution of the subsequent Purchase.

Quote – An informal reply to a Request for Quote. A quote constitutes an offer received on an informal basis.

Request for Quote – An informal written or oral request for availability and pricing of commodities and/or services which are below dollar thresholds established by policy.

Scope - Description of work or services to be performed.

Specifications - This term refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto. Where standard Specifications, common to the construction industry and to standard Engineering practice are referenced to or otherwise become a part of these Contract Documents, if such referenced standard Specifications conflict with the Specifications contained in the Contract Document, then the Specifications contained in the Contract Document shall control unless contrary to laws & regulations.

Subcontractor - An entity having an Agreement with a Contractor for performing services and/or furnishing materials or equipment for Work covered by an Agreement between the Contractor and Tampa Bay Water.

Successful Bidder - The most responsive and responsible Bidder providing the most cost-effective proposal while demonstrating an ability to provide the services required equal to or in excess of specifications as determined by Tampa Bay Water staff and/or the Board of Directors.

Supplier/Vendor - A manufacturer, fabricator, distributor, material man, wholesaler or retailer having an Agreement to provide contractual commodities and/or services.

Work - All labor and services, materials, tools, appliances, machinery, transportation, and appurtenances necessary to perform and complete the contract. Also includes such additional items not specifically indicated or described which can be reasonably inferred as belonging to the contract specifications as described or indicated and as required by good practice, to provide complete and satisfactory service(s), system(s) or structure(s).

IX. APPENDIX

- Procurement Forms
 - Request to Procure Intake Form
 - Contract Expiration/Recommendation for Renewal Form
 - Executed Contract Receipt
 - Reference Response Form
 - Tampa Bay Water General Affidavit
 - Certificate of Insurance (Acord)
- P-Card Forms
 - P-Card Request/Change Form
 - Cardholder Acknowledgement
 - Lost or Missing Receipt Statement
 - Disputed Transaction Form
- Owner Direct Purchase (ODP) Forms
 - Certificate of Entitlement
 - Bailment Agreement
 - Substitution of Party
 - Final Lien Waiver
 - Partial Lien Waiver
 - Supply Bond

Request for Procurement Intake Form (Construction)

INSTRUCTIONS: The purpose of this form is to obtain information and documentation from Project Manager for upcoming solicitations. Purchasing and Project Manager can meet to complete form and link documents to the form and submit to assigned Purchasing Representative.

Date of Initial Intake	
Project Name	
Project No.	
Contract No.	
Project Manager	
Estimated Project Value	\$ _____
Estimated Owner's Allowance or any other Allowances provided	\$ _____
Funding Source – Uniform, CIP, Grant, Bonds, Renewal & Replacement, etc.	
Type of New Solicitation or Amendment to Original Contract	
Date Documents Due to Purchasing	
Describe why we need this Project	
Date of Requested Board Meeting	
Number of Contracts	
Contract Term	
Number of Option Year Renewals	
General Description Brief summary of the project (2-3 sentences)	
RFP Only –Proposed Selection Committee Members (3-5)	
Project Location (Facility name & address)	
Pre-Bid/Proposal Conference and/or Site Visit (Facility name, address)	
Consultant Design Engineer (Firm Name, Address, and Phone Number, if applicable)	
Substantial Completion – Provide # of Days from NTP, PM to provide if applicable to construction ITB	
Final Completion – Provide # of Days from NTP, PM to provide if applicable to construction ITB	

Substantial Completion Liquidated Damages Required? PM to provide if applicable to construction ITB	Yes
Final Completion Liquidated Damages Required? PM to provide if applicable to construction ITB	Yes
Subcontracting – Provide Percentage amounts allowed – PM to provide	
Provide Substantial Liquidation Amount (\$)/Day	\$ _____
Provide Final Liquidation Amount (\$)/Day	\$ _____
Requested General Documents	
Scope/Specification (Word File)	
Provide Drawings File (pdf) PM to provide PDF, if applicable to construction ITB	
Scoring Criteria	
Price Form (bid items list) Do not include Owner’s Allowance in Bid Price Form.	
Questionnaire – be sure to request the information needed to determine Minimum Qualifications (see ITB Bid Documents) PM to Provide	
Provide and label site photos (if any). This is beneficial for bidders who may not be able to attend in person. PM to Provide	Word document with site photos
Provide Drawings File (pdf) PM to provide PDF, if applicable to construction ITB	
Provide PDF Map for Pre-Bid/Proposal Conference and/or Site Visit	
Provide # of sets of sealed drawings to be provided to awarded contractor	
Provide additional Studies/Reports to be attached to solicitation as references	
Provide Inducement for ODP (if any)	

<p>Supplemental Contractors/Firms Consultants that PM would like Purchasing to have EUNA/Bonfire notify of advertisement (Provide firm name, contract and email address)</p>	
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Request Procurement Intake Form (ITB/RFP)	
INSTRUCTIONS: The purpose of this form is to obtain information and documentation from Project Manager for upcoming solicitations. Purchasing and Project Manager can meet to complete form and link documents to the form and submit to assigned Purchasing Representative on documents due date.	
Date of Initial Intake	
Project Name	
Project No.	
Contract No.	
Project Manager	
Estimated Project Value	
Estimated Owner's Allowance or any other Allowances Provided	\$ _____
Funding Source – Unform, CIP, Grant, Bonds, Renewal & Replacement, etc.	
Type of New Solicitation or Amendment to Original Contract	
Date Documents Due to Purchasing	
Describe why we need this Project	
Date of Requested Board Meeting	
Number of Contracts	
Contract Term	
Number of Option Year Renewals	
General Description Brief summary of the project (2-3 sentences)	
Project Location (Facility name, address)	
Pre-Bid/Proposal Conference and/or Site Visit (Facility name, address, provide PDF map, of where bidders should meet at)	
Pictures (Provide Pictures of site to include in Bid for those who may be out of the State or unable to attend the Site Visit)	
Consultant Engineer (Firm Name, Address, and Phone Number, if applicable)	
Subcontracting – Provide Percentage amounts allowed – PM to provide	
Additional Documents to be Attached – Studies, Reports, etc.	
Supplemental Contractors/Firms Consultants that PM would like Purchasing to have EUNA/Bonfire notify of advertisement (Provide firm name, contract and email address)	

CONTRACT EXPIRATION/RECOMMENDATION FOR RENEWAL FORM

[# - Title]

Date: [Date]

Purchasing Representative: [Name]

Project Manager: [Name, Title]

The above contract with [Company Name] will expire on [Date]. Purchasing is requesting your recommendation for renewal or other action.

Please complete section one (1) or two (2) below to provide your response.

1. Renewal

If you wish to exercise the next available renewal for this contract please check the box below indicating your approval. Based on your knowledge, this renewal is in the best interest of Tampa Bay Water. To affirm this recommendation please sign and print your name and title where indicated below.

Recommendation to renew the contract.

Signature

Printed Name & Title

2. Non-Renewal

If you do not wish to exercise the next available renewal for this contract please check the box below indicating your recommendation for non-renewal. Please supply information in support of non-renewal by checking the following boxes or fill out the reason on the lines provided.

Recommendation for non-renewal of the contract.

Supply is no longer needed for the purposes of Tampa Bay Water.

Market indicates that the current contract price is unfavorable.

Other (i.e. vendor performance; vendor out of business/closure; vendor discontinued the product; specifications changes, etc.)

To affirm this recommendation please sign and print your name and title where indicated below.

Signature

Printed Name & Title

EXECUTED CONTRACT RECEIPT

[Company Name]

[Title]

Contract No. [#]

The Tampa Bay Water Board of Directors awarded the above referenced Contract on [Date]. On behalf of Tampa Bay Water, you have been presented with a fully executed copy of the above stated Contract. This will serve as the overall governing document for this project.

Please sign below to acknowledge receipt of this contract.

[Company Name]

Printed Name of Company Representative

Title

Signature of Company Representative

Date: _____

Tampa Bay Water

Printed Name of Tampa Bay Water Project Manager

Title

Signature of Tampa Bay Water Project Manager

Date: _____

RETURN TO PURCHASING DEPARTMENT WHEN COMPLETED.

Reference Response Regarding

Firm Name / Contact Name	Acme, Inc. / Joe Schmoe			
Method of Contact - Telephone Number or Email Address	727-867-5309			
Did the Contractor Perform the work within the schedule?	Yes/No			
Did the Contractor stay within the allotted Budget?	Yes/No			
Was the Contractor equipped to do the job?	Yes/No			
Did the Contractor provide timely reports and quality work?	Yes/No			
Would you hire them again?	Yes/No			
Any additional noted comments.	Does great work.			

**TAMPA BAY WATER
CONTRACTOR/CONSULTANT/VENDOR AFFIDAVIT**

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, appeared _____, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the _____ of _____ (the “Contractor/Consultant/Vendor”).
4. I am authorized by _____ to make this Affidavit on behalf of Contractor/Consultant/Vendor.

E-Verify

1. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
2. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
3. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
4. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with Tampa Bay Water.
5. Contractor/Consultant/Vendor’s subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
6. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
7. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.
8. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with Tampa Bay Water, it shall provide immediate notice thereof to Tampa Bay Water.

Anti-Human Trafficking

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

Scrutinized Companies

- A. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Respondent acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a proposal on a Contract provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- B. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Respondent acknowledges that 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 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; an may not transact business with any public entity.
- C. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.
- D. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of \$1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in Business operations in Cuba or Syria.
- E. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that Tampa Bay Water has the option to terminate any contract for good or services of any amount if the awarded company is found to have or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Foreign Countries of Concern

Pursuant to Section 287.138, Florida Statues, Tampa Bay Water may not enter into a contract with an entity that gives access to an individual’s personal identifying information if the entity is owned, controlled or organized under the laws of a Foreign Country of Concern which includes the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

Signature of Affiant
on behalf of Contractor/Consultant/Vendor

By: _____

As its: _____

Dated: _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public of the State of Florida

My Commission Expires:

TAMPA BAY WATER CERTIFICATE OF INSURANCE or APPROVED ACORD FORM



2575 Enterprise Road
 Clearwater, Florida 33763-1102
 Phone: 727.796.2355
 Fax: 727.791.2388
 Suncom: 513.7010
 www.tampabaywater.org

Issue Date: _____ Contract Number: _____

CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to **TAMPA BAY WATER** by certified mail.

Producer: _____ Insured: _____

Companies Affording Coverage: _____ Best Rating/Class: _____

A. _____

B. _____

C. _____

D. _____

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS ALL LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Commercial Form <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractor <input type="checkbox"/> Personal Injury						
					BI & PD Combined	\$	\$
					Bodily Injury	\$	\$
					Property Damage	\$	\$
					Products Comp/OP	\$	\$
					Personal & Adv. Injury	\$	\$
					* Separate Project Agg. For TAMPA BAY WATER		\$
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit		\$
					Bodily Injury (Per Person)		\$
					Property Damage		\$
	Umbrella/Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Form <input type="checkbox"/> Following Form Coverage				Each Occurrence		\$
					Aggregate		\$
	Workers' Compensation and Employers' Liability				<input type="checkbox"/> Statutory Coverage Limit		\$
					EL Each Accident		\$
					EL Disease Policy Limit		\$
					EL Disease Each Employee		\$
	Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence Retro Date: _____					\$	\$
	Builder's Risk <input type="checkbox"/> All Risk Permission to Occupy <input type="checkbox"/> All Owner's Contractors, Subcontractors' Interests Covered <input type="checkbox"/> Installation Floater					\$	\$
	Other						

Description of Operations/Locations/Vehicle/Special Items:

* Specific Project or Location:

CERTIFICATE HOLDER and ADDITIONAL INSURED

TAMPA BAY WATER, its Contractors, Subsidiaries or Affiliates and each of TAMPA BAY WATER's Directors, Officers, Employees, Representatives, Agents or Volunteers.

Authorized Representative: _____

(Signature required)

Address: _____

Telephone: _____ Fax: _____

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against TAMPA BAY WATER, its engineers, its contractors, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced contract.
2. Each of the above- described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER by certified mail.
3. Each of the above listed companies hereby agrees to deliver to TAMPA BAY WATER new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to TAMPA BAY WATER.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an “A” policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best’s rating. For self-insurance funds, financial statements are to be provided if requested by TAMPA BAY WATER. (at TAMPA BAY WATER’s option, a Best’s rating or financial information regarding any self-insurance funds may be waived.)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

PRODUCER Your Insurance Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Company Name Street City, State, Zip Code	INSURER A: Company Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY	Policy Number	effective	expires	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
X	AUTOMOBILE LIABILITY	Policy Number	effective	expires	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
X	EXCESS/UMBRELLA LIABILITY	Policy Number	effective	expires	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	effective	expires	<input checked="" type="checkbox"/> VIC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below NO				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Job Name/Number
 Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers shall be named as additional insured under the GL Policy per CG 20 10 (07/04) AND CG 20 37 (07/04) or equivalent, and the Automobile Liability policy. Waiver of Subrogation is provided in favor of Tampa Bay Water on all policies. The insurance evidenced by this Certificate is primary and non-contributory to any insurance maintained by Tampa Bay Water.

CERTIFICATE HOLDER Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763-1102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

TAMPA BAY WATER P-CARD REQUEST/CHANGE FORM

Reason for Request:

- New Cardholder
- Replacement Card – Card was lost, stolen or destroyed
- Re-Activate or Re-Issue – Card was suspended or revoked.
- Requesting a Change in Transaction/Monthly Limits *(Submit Page 1 Only)*

Reason for Change: _____

Cardholder Information:

Full Legal Name: _____ Department Number: _____

Requested Card Transaction/Monthly Limits:

Division Officer should consider appropriate spend for employee’s job and duties.

- \$500/\$1,500
- \$1,000/\$2,500
- \$5,000/\$10,000
- \$10,000/\$20,000
- \$10,000/Other Amount (must be within Division Officer’s authority)

Approving Authorities:

Department Manager Name Department Manager Signature

Department Senior Manager Name Department Senior Manager Signature

Division Officer/Director Name Division Officer/Director Signature

Chief Financial Officer Name Chief Financial Officer Signature

Final Approval Date _____

By requesting the Tampa Bay Water P-Card, I authorize Human Resources to release personal information necessary for our Financial Institution’s identification and security purposes to Purchasing to facilitate the request of my P-Card. I further agree to abide by all applicable laws and Tampa Bay Water policies regarding purchasing and the P-Card program. I understand that misuse or failure to follow the aforementioned laws and policies could result in disciplinary action including but not limited to card suspension, card revoked, and other actions in accordance with Tampa Bay Water personnel rules.

Requestor Name (Printed) Requestor Signature

Request Date: _____

TAMPA BAY WATER P-CARD HOLDER RECEIPT AND ACKNOWLEDGEMENT

By accepting the Tampa Bay Water P-Card Number ending in XXXXXX, I agree to accept the following responsibilities and abide by all applicable laws and Tampa Bay Water policies regarding purchasing and the P-Card program. I understand that misuse or failure to follow the aforementioned laws and policies could result in disciplinary action including but not limited to card suspension, card revoked, and other actions in accordance with Tampa Bay Water personnel rules.

- Use the P-Card only for Tampa Bay Water business purposes only. Never use the card for personal use.
- Safeguard the P-Card and P-Card number.
- Do not give the card or account number to anyone else to make purchases.
- Inform vendor of tax-exempt status prior to processing the transaction.
- Abide by and make each purchase in accordance with Agency and purchasing policies and P-Card program procedures.
- Ensure that all goods are shipped/delivered to a Tampa Bay Water address.
- Abide by Agency purchasing thresholds.
- Utilize bid/contracted vendors when applicable.
- Obtain discounts/free shipping/bid prices when applicable.
- Receive and inspect all ordered goods; report discrepancies to vendor and to the P-Card Administrator.
- Provide proper and complete documentation to P-Card Clerk *within 24 hours* of purchase. Include work orders and project numbers on receipts when applicable.
- Identify and handle disputed charges for items not received or any statement errors.
- For items that exceed policy or transaction limits please contact Purchasing prior to purchase.
- Notify the P-Card Administrator and JP Morgan Card Services immediately of a lost or stolen card or card number.

Please sign below to acknowledge receipt of the card:

Cardholder Name (Printed)

P-Card Administrator Name (Printed)

Cardholder Signature

P-Card Administrator Signature

Date

Date

P-CARD PROGRAM LOST OR MISSING RECEIPT STATEMENT

Vendor/Payee: _____

Amount Charged: _____ Date of Purchase: _____

Description of Item, Business Purpose, Work Order #, etc. Attach photos if available.

Explanation/Details – describe efforts to locate the receipt or get a duplicate.

I affirm that the above information is true and correct, and that this expenditure was purchased in accordance with Tampa Bay Water Purchasing Policy and was for business purposes only. This purchase has not been claimed or reimbursed via any other method.

Cardholder Name (Print): _____ Date: _____

Cardholder Signature: _____ Date: _____

Division Director/Officer Name (Print): _____ Date: _____

Division Director/Officer Signature: _____ Date: _____

TAMPA BAY WATER P-CARD TRANSACTION DISPUTE FORM

Cardholder Name/Last Four Digits of Card: _____/_____

Department Name: _____

Merchant Name: _____

Transaction Date: _____

Posted Amount: _____ Disputed Amount: _____

Please check the reason for the dispute and use the Comment Section to explain.

<input type="checkbox"/>	Unauthorized Transaction/Suspected Fraud – I did not authorize this transaction or authorize anyone else to engage in this transaction. My JP Morgan card was in my possession at the time of this transaction.
<input type="checkbox"/>	Defective or Wrong Merchandise. (Color/Qty./Size, etc.)
<input type="checkbox"/>	Merchandise or Services were ordered but not received.
<input type="checkbox"/>	Duplicate Charge. This charge appeared on a previous statement.
<input type="checkbox"/>	Charge amount is incorrect – doesn't agree with sales slip.
<input type="checkbox"/>	Cannot identify this charge – inadequate description.
<input type="checkbox"/>	Charge was paid by other means – Purchase Order, Check, etc.
<input type="checkbox"/>	Other

Cardholder: Please provide background detail – what happened and initial efforts to resolve the dispute. Include dates, times, and names of those involved. When all your efforts toward resolution, refund, credit, correction have been exhausted, provide this form with your comments below to the P-Card Clerk. Attach any supporting documents.

P-Card Clerk: Provide any comments regarding on-going efforts to resolve this transaction. Attach any supporting documents. **When all your efforts toward resolution, refund, credit or correction have been exhausted, escalate this form to a Purchase Card Administrator with your comments below and supporting documentation.**

P-Card Clerk Name/Date:

P-Card Administrator: Provide any comments regarding on-going efforts to resolve this transaction and date of resolution if solved. **When all your efforts toward resolution, refund, credit or correction have been exhausted, escalate this form to the CFO with your comments below and supporting documentation.**

P-Card Administrator Name/Date:

CFO: Provide any comments regarding the final outcome of the dispute. If necessary provide instructions for staff.

Name/Date:

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of TAMPA BAY WATER (hereinafter "Government Entity"), Florida Consumer's Certificate of Exemption Number 85-8017867532C-6, affirms that the tangible personal property purchased pursuant to Purchase Order No. _____ from _____ on or after _____ will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract No. _____ with _____ for the construction of _____, Project No. _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- _____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- _____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- _____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- _____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this Certificate to evade the payment of sales tax, will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: 52-1020868
Telephone Number: 727-796-2355

BAILMENT AGREEMENT

TITLE

Tampa Bay Water Project No. _____

This Bailment Agreement (“Agreement”) is entered into on this date, _____ by and between **TAMPA BAY WATER, A Regional Water Supply Authority** (“Bailor”) and _____ (“Company”) and _____ (collectively “Bailees”), for the purposes of setting forth the rights, duties, and obligations of the parties with regard to certain goods which are the subject matter of this Agreement. The goods included in this agreement are specifically listed in the attached Exhibit “A” (“Goods”). The Point of Destination is specifically defined in the attached Exhibit “A”. For the purpose of this Agreement the Point of Destination shall also be known as the Approved Storage Location, which shall be _____. The effective date of this agreement shall be the date which the specified Goods were delivered to or received at the Point of Destination. Bailor is the Owner of a Project known as the _____ (“Project”). Company is the **Construction Manager at Risk/Contractor** on the Project, the scope of which includes (among other items) the supply, construction and installation of various goods and services required to construct the Project in accordance with the Plans and Specifications for the Project.

It is believed at this time that the Goods associated with this Agreement meet or exceed the Technical Specifications per the Contract Documents for the Project referenced above, and have been delivered to the Approved Storage Location.

The parties to this Agreement have agreed that it would be in their mutual best interests for the Goods to be temporarily stored at the Approved Storage Location under the terms and conditions of this Agreement in order to schedule a more efficient installation at the Project site.

THEREFORE, upon execution of this Agreement, Bailor will take ownership and Bailees will maintain possession of the Goods stored at the Approved Storage Location under the following terms and conditions:

1. Legal and equitable title to the Goods shall remain vested in Bailor. Bailees understand and represent that neither hold any ownership interest in the Goods and that neither Bailees, nor any subcontractor, supplier, and/or creditor to Bailees, shall take any action to encumber, pledge, assign or otherwise alter or divest title in the Goods from Bailor, nor shall Bailees take any action which would alter or affect the terms and conditions of any contractual obligations or warranties related to the Goods.
2. Bailees shall use all reasonable care in the handling, storage, transportation and security of the Goods and shall be solely responsible for any damage to the Goods while in its possession, or the possession of any subcontractor. Bailees are responsible, jointly and severably, for all risk of loss or damage to the Goods.

The Goods shall be stored at the Approved Storage Location, shall be stored in accordance with the Manufacturers Storage and Handling Requirements, and in such manner so as to prevent theft, loss, damage, vandalism, and damages from the elements. At all times in which the Goods are stored at Approved Storage Location, Bailor shall have full and complete access to the Goods during the normal business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. local time except for holidays customarily observed by Bailor or other governmental entity. Delivery of the Goods to the Project site will be coordinated with Bailor at a mutually-agreed time or otherwise at the direction of Bailor.

3. Bailees shall not allow any mechanic's or materialmen's lien, or other lien of any kind, to be placed on the Goods. Further, Bailees shall take all steps necessary to ensure that the Goods do not

become the subject of any creditor's liens or otherwise subject to any involuntary or voluntary proceedings in bankruptcy.

4. Bailees are jointly and severably responsible for any and all loss of or damage to the Goods and for any and all damage suffered by Bailor with regard to the Goods at any time prior to their delivery at the Project site while it is in the possession and/or control of Bailees, or any other subcontractor associated with the Project.
5. This Agreement reflects the final understanding of the parties on the subjects covered herein and may not be amended, superseded or otherwise modified unless done so by an instrument in writing. Furthermore, the parties acknowledge and represent that there have been no other representations made by any parties hereto which are being relied upon by the other party, other than those contained in this document, and that any such prior representations or agreements have been merged into this final document which reflects the complete agreement of the parties on the subjects covered herein. The prime contract between Bailor and **Company**, Contract # **##**, and any and all subsequent Purchase Agreements or Agreements for Work that **Company** holds with respective Material Suppliers and/or Installation Contractors remain in full force and effect and are not intended to be altered in any way by this Agreement.
6. Each party hereto acknowledges that they have read and understand the effect of this Agreement, have been advised by counsel as to the effect of this Agreement, and executes the Agreement of their own free will and accord for the purposes and considerations set forth.
7. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are performable in **Location**, Florida. Sole and exclusive venue for any litigation related in any way to this Agreement shall lie exclusively in the District Courts of Pinellas County, Florida.
8. This Agreement shall be binding on and inure to the benefit of each of the party's successors and assigns.

This Agreement is entered into as of the date first written above and becomes effective upon delivery of the Goods to the Point of Destination.

TAMPA BAY WATER, A Regional Water Supply Authority

Printed Name:
Title:

STATE OF FLORIDA _____
COUNTY OF PINELLAS _____

BEFORE ME, the undersigned authority on this day personally appeared _____, _____ of TAMPA BAY WATER, A Regional Water Supply Authority, known to me to be the person whose name is subscribed above, and acknowledged and swore to me that he executed the same for the purposes and in the capacities therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20__.

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public of the State of Florida

My Commission Expires:

Company

Printed Name:

Title:

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority on this day personally appeared _____, _____ of **Company**, known to me to be the person whose name is subscribed above, and acknowledged and swore to me that he executed the same for the purposes and in the capacities therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public of the State of _____

My Commission Expires:

[Manufacturer Name]

Printed Name:

Title:

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority on this day personally appeared _____, _____ of _____ known to me to be the person whose name is subscribed above, and acknowledged and swore to me that he executed the same for the purposes and in the capacities therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public of the State of _____

My Commission Expires:

SUBSTITUTION OF PARTY

TAMPA BAY WATER PURCHASE ORDER NUMBER:

[REDACTED]

The attached [Contractor Name], Purchase Order Standard Terms and Conditions (the “Terms and Conditions”) shall apply to the Tampa Bay Water Purchase Order referenced above.

All references in the Terms and Conditions to [Contractor Name] or “[Contractor Name]” as the purchasing entity shall be amended to indicate that Tampa Bay Water is the purchasing entity.

Further, Tampa Bay Water, [Contractor Name], and [Contractor Name], shall all be listed as Additional Insureds, as provided for under the Terms and Conditions.

SUBCONTRACTOR/VENDOR FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

The undersigned _____ Subcontractor or Vendor (hereinafter collectively referred to as "Subcontractor") has furnished Certain labor, work, skills, materials, and / or equipment (hereinafter "Work") to the _____ ("Project") located in _____ County, _____ Date of last work covered by payment request _____.

Certificate

The undersigned, in order to induce final payment to be made, hereby represents and warrants that it has furnished certain labor, work, skills, materials and / or equipment ("Work") with respect to the Project. Contingent upon the issuance, clearance and final payment of a valuable consideration of \$ _____ for Work performed or provided, and being familiar with the penalties for false certification, Subcontractor does hereby certify,

warrant and represent to Owner, Owner's lenders, Constructor, Subcontractor/Vendor if appropriate, their respective sureties and lenders, and each of their respective employees, officers and agents (hereinafter collectively referred to throughout as "Beneficiaries"), that:

1. The amount requested for labor performed and equipment and material supplied for or in connection with the Project and the real property upon which the Project is located, represents the actual value of Work accomplished under and pursuant to the terms of the undersigned's Contract and all authorized changes thereto (hereinafter the "Contract").
 2. No Work, labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders, except as noted here:
-
3. Payment in full, less retainage if any, has been made by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen, vendors and laborers, and (b) for all labor, Work, skills, materials and / or equipment used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
 4. The undersigned has complied with and is currently in compliance with Federal, State and Local tax, wage and hour laws, labor laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, Wage and Hour laws, and Labor laws, insofar as applicable to the performance of the Contract.
 5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied labor, Work, skills, material and / or equipment for which the Beneficiaries or the property on which the Project is located might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.
 6. It is acknowledged that this Subcontractor/Vendor Final Waiver of Lien and Release of Claims is for the benefit of and may be relied on by the above- listed Beneficiaries.

Final Waiver of Lien and Release of Claims

NOW, THEREFORE, effective as of receipt of this final payment referenced in this Application, the undersigned forever irrevocably and unconditionally releases and waives any and all construction/mechanic's lien rights, notices, claims and liens, equitable liens, or other liens or right to claim other liens against the Project and/or the real property on which the Project is located. The undersigned agrees and acknowledges that receipt of this final payment referenced herein constitutes a full and final satisfaction of all amounts due and payable and of all Claims as defined below. The undersigned forever irrevocably and unconditionally releases and waives any and all claims, rights, demands, relief and causes of action of whatever nature, whether sounding in tort, contract or equity and / or whether arising from or in connection with the Contract or otherwise, (hereinafter "Claims") which were or could have been brought against the above-listed Beneficiaries, the Project and / or the property on which the Project is located, and / or the improvements and other property located thereon. In consideration of the final payment or to be made as set forth above, the undersigned shall defend, indemnify and hold the Beneficiaries and their respective successors and assigns harmless from and against any and all Claims, liens, bonds, proceedings or suits, including, without limitation, for all costs, expenses, attorney's fees and consultant fees, in connection with or relating to the Contract, the Project, the property, the Work and / or the representations herein or which relate to or arise out of the enforcement of this Final Waiver of Lien And Waiver of Claims. Garney Companies, Inc. at its option shall have the right to participate in the defense of any claims asserted against it, approve the selection of counsel and approve the terms of any settlements made in its name or on its behalf.

Subcontractor: _____ By: _____

Title: _____ Date: _____

State of: _____

County of: _____

On this _____ day of _____, 20____ Before me, the undersigned, personally appeared _____ of _____

executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Signature of Notary

Printed Name of Notary

My Commission Expires: _____

SUBCONTRACTOR/VENDOR PARTIAL WAIVER OF LIEN AND RELEASE OF CLAIMS

The undersigned _____ Subcontractor or Vendor (hereinafter collectively referred to as "Subcontractor") has furnished certain labor, work, skills, materials, and / or equipment (hereinafter "Work") to the _____ located in _____ County, _____. Date of last work covered by payment request _____ ("Project") Certificate

The undersigned, in order to induce payment to be made, hereby represents and warrants that it has furnished certain labor, work, skills, materials and / or equipment ("Work") in the total amount of \$_____ less withholding of retainage of _____% as allowed by the Contract or Agreement ("Contract"), for an amount due and payable of \$_____ Contingent upon the issuance and payment of a valuable consideration of \$_____ as set forth above, and being familiar with the penalties for false certification, Subcontractor does hereby certify, warrant and represent to Owner, Owner's lenders, Constructor, Subcontractor/Vendor if appropriate, their respective sureties and lenders, and each of their respective employees, officers and agents (hereinafter collectively referred to throughout as "Beneficiaries"), that:

1. The amount requested for labor performed and equipment and material supplied for or in connection with the Project and the real property upon which the Project is located, represents the actual value of Work accomplished under and pursuant to the terms of the undersigned's Contract and all authorized changes thereto (hereinafter the "Contract").
2. No Work, labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders, except as noted here: _____.
3. Payment in full, less retainage if any, has been made by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen, vendors and laborers, and (b) for all labor, Work, skills, materials and / or equipment used or furnished by the undersigned in connection n with the performance of the Contract. The undersigned represents and warrants that the payments that have been or will be made out of this payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
4. The undersigned has complied with and is currently in compliance with Federal, State and Local tax, wage and hour and labor laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, Wage and Hour laws, and Labor laws, insofar as applicable to the performance of the Contract.
5. **The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied labor, Work, skills, material and / or equipment for which the Beneficiaries or the property on which the Project is located might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.**
6. **It is acknowledged that this Subcontractor/Vendor Partial Waiver of Lien and Release of Claims is for the benefit of and may be relied on by the above-listed Beneficiaries.**

Partial Waiver of Lien and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this Application, the undersigned irrevocably and unconditionally releases and waives any and all construction/mechanic's lien rights, notices, claims and liens, or other liens or right to claim other liens against the Project and/or the real property on which the Project is located. The undersigned agrees and acknowledges that receipt of payment referenced herein constitutes a full and final satisfaction of all amounts due and payable and of all Claims as defined below. The undersigned further irrevocably and unconditionally releases and waives any and all claims, rights, demands, relief and causes of action of whatever nature, whether sounding in tort, contract or equity and / or whether arising from or in connection with the Contract or otherwise, (hereinafter "Claims") against the above-listed Beneficiaries, the Project and / or the property on which the Project is located, and / or the improvements and other property located thereon, through the date of Work covered by this application. The undersigned shall defend, indemnify and hold the Beneficiaries and their respective successors and assigns harmless from and against any and all Claims liens, bonds, proceedings or

suits, including, without limitation, for all costs, expenses, attorney's fees and consultant fees, in connection with or relating to the Contract, the Project, the property, the Work and / or the representations herein or which relate to or arise out of the enforcement of this Partial Waiver of Lien And Waiver of Claims. Garney Companies, Inc. at its option shall have the right to participate in the defense of any claims asserted against it, approve the selection of counsel and approve the terms of any settlements made in its name or on its behalf.

Subcontractor: _____ By: _____ Title: _____ Date: _____

State of: _____

County of: _____

On this _____ day of _____, 20__ Before me, the undersigned, personally appeared

_____ of _____ executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Signature of Notary

Printed Name of Notary

My Commission Expires: _____

Consensus Docs™ 750 - Standard Agreement Between Constructor and Subcontractor -

©2011, Revised 2014. THIS DOCUMENT HAS BEEN MODIFIED. The Consensus Docs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

SUPPLY BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS: That _____, called the Principal, and _____, a _____ corporation, with its home office located in _____, called the Surety, are held and firmly bound unto _____, called the Obligee, in the amount of _____ Dollars (_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal entered into that certain material contract with the Obligee dated _____ for _____ a copy of which is by referenced made a part hereof ("Material Contract").

NOW, THEREFORE, if Principal shall faithfully comply with all terms and conditions of said Material Contract, or if the Principal shall pay, indemnify, and hold harmless the Obligee from all direct damages sustained by the Obligee as a result of any default by the Principal under the Material Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that it is a condition precedent to recovery under this bond that written notice of any default claimed under the Material Contract be provided to Surety at the following address: _____ within 60 days from the date of default; and

PROVIDED, further, that any suit by the Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date the Principal was obligated under the Material Contract to deliver the materials to the Obligee, or (b) the expiration of one year from the date any other default by the Principal under the Material Contract. If the limitation set forth in this bond is void, prohibited by law or unenforceable for any reason, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date the Principal was obligated under the Material Contract to deliver the materials to the Obligee or (z) the date of any other default by the Principal under the Material Contract; and

PROVIDED, further that no right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or its successor.

Signed this _____ day of _____, _____.

(Principal)

By: _____

By: _____, Attorney-in-Fact