

# Tampa Bay Water Purchasing Procedures Manual

Revision Three 2018



## PREFACE

Recommendations from the Performance Audit conducted by KPMG, Final Report, March 5, 2005:

“Tampa Bay Water should develop more detailed procurement policies and procedures to provide guidance on the procurement *process* since the process is decentralized across the organization.”

“Tampa Bay Water should re-evaluate amendments to existing general services contracts for studies such as the Vulnerability Assessment in question. Tampa Bay Water should consider formal procurement of studies such as these or more formally document internal legal opinions on the need for contract amendments instead of formal procurement of services.”

“Because procurement is decentralized across the organization, Tampa Bay Water should consider revising the existing procurement procedures to include a completed scope of services or contract requirements prior to advertisement of the RFP into the approval process (Contract Routing Form) to help the project manager or construction supervisor negotiate the best price in relation to the project scope.”

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:

“We recommend that the Agency review the potential of centralizing its purchasing process for any areas which could garner savings by cost optimization to ensure optimal use of resources.”

This recommendation from a second “set of independent eyes” revealed issues with optimization with the decentralized procurement process used by the Agency at the time. Staff’s response to the Board for this recommendation:

“This recommendation was previously reported as completed and various measures had been implemented to centralize the purchasing process in the Operations and Infrastructure Division by centralizing contracts under one

manager and assigning responsibilities for supplies and materials under two other persons. The bulk of the remainder of Agency purchasing is performed by one or two individuals in each department where specialty products are needed, e.g. – the reagents used in the laboratory. However, with the Agency reorganization, the Agency is planning on changing to a centralized purchasing process during FY13 and FY14. The implementation of centralizing the purchasing process will continuously be reviewed over the next two years to formalize the process.”

This recommendation was given a top priority. On May 8, 2012, in the Finance and Administration Division’s Strategic Group Design Workshop, a Purchasing Department under the Finance and Administrative Division was created with the following purpose statement:

“The Purchasing Department manages procurement, inventory and services for the Agency.”

The department head was titled Purchasing Manager and given supporting positions. During the Logistics phase of the reorganization effort, departmental process responsibilities were defined along with the needs that appointed personnel identified to be successful. Final organizational changes were made in June 2013 to implement a fully centralized Purchasing Department.

In May 2013, the General Counsel’s office was asked to review the established purchasing policy (for decentralized purchasing) to incorporate updated statutes and regulations. A draft was provided to the Purchasing Department in June 2013.

In July 2013, the newly formed Purchasing Department began to develop the first draft of the Agency’s new Centralized Purchasing Policy. Department staff members researched the purchasing policies and procedures of the Agency’s Member Governments and found that all had a centralized purchasing process. The first draft of this policy leans heavily on the policies and procedures of the Member Governments, compiling the best practices among them while incorporating the new statutes and regulations identified by the General Counsel’s office.

## Table of Contents

<b>Chapter 1</b>	<b>Introduction, Responsibilities and Functions of the Purchasing Department</b>	.....	<b>6</b>
1.1	Introduction	.....	6
1.2	Responsibilities and Functions	.....	7
1.3	Administrative Principles	.....	10
1.4	Fraudulent Misconduct and Ethical Procurement Standards	.....	10
<b>Chapter 2</b>	<b>Methods of Procurement</b>	.....	<b>14</b>
2.1	Introduction	.....	14
2.2	Approval Thresholds	.....	14
2.3	Procurement Methods	.....	14
2.4	Exceptions	.....	20
2.5	Competitive Bidding Exceptions	.....	31
<b>Chapter 3</b>	<b>Development and Award of Bids and Requests for Proposals</b>	.....	<b>34</b>
3.1	Introduction	.....	34
3.2	Training	.....	34
3.3	Pre-Procurement Planning Process	.....	34
3.4	Solicitation Process	.....	35
3.5	Submittal Review Process	.....	45
3.6	Award Process	.....	62
3.7	Special Provisions	.....	63
<b>Chapter 4</b>	<b>Contract Administration</b>	.....	<b>64</b>
4.1	Introduction	.....	64
4.2	Definitions	.....	64
4.3	Initiation of Procurement Process	.....	65
4.4	Notice of Award	.....	66
4.5	Receipt and Payment Process for Commodities and Services	.....	67
4.6	Changes to Existing Contracts	.....	70
4.7	Performance Monitoring	.....	75
4.8	Renewals	.....	76
4.9	Cancellation or Termination of Purchase Orders and Agreements	.....	77

<b>Chapter 5</b>	<b>Vendor/Bidder Relations, Communication and Performance</b>	.....	<b>79</b>
5.1	Introduction	.....	79
5.2	Vendor Registration	.....	79
5.3	Bidder Qualifications	.....	79
5.4	Bidder Notification	.....	79
5.5	Communication Between Bidders and the Agency	.....	80
5.6	Proper Authorization	.....	80
5.7	Evaluation of Bids/Proposals	.....	81
5.8	Drug Free Work Place Program	.....	81
5.9	Public Entity Crimes	.....	81
5.10	Discriminatory Vendor List	.....	82
5.11	Scrutinized Companies List	.....	83
5.12	Use of Tampa Bay Water for Marketing Prohibition	.....	83
5.13	Protest Procedures	.....	83
<b>Chapter 6</b>	<b>Insurance, Bonds and Deposits</b>	.....	<b>88</b>
6.1	Introduction	.....	88
6.2	Insurance Requirement	.....	88
6.3	Bonds and Deposits	.....	89
<b>Chapter 7</b>	<b>P-Card Procedures</b>	.....	<b>92</b>
<b>Chapter 8</b>	<b>Dictionary</b>	.....	<b>103</b>



# **1. INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF THE PURCHASING DEPARTMENT**

## **1.1. Introduction**

The Purchasing Department provides centralized procurement support to the Agency. The purpose of the Purchasing Department is to provide for the procurement of commodities and services in a timely and cost-effective manner and in accordance with Board Policy. The purpose of this manual is to:

- Outline the practices, principles, and procedures to be followed in the performance of the purchasing function.
- Provide employees who work in Purchasing with an understanding of their responsibility, objectives, limitations, and duties within the framework of the Agency's organization.
- Acquaint all employees with the purpose and functions of the Purchasing Department.
- 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.
- Convey to employees and through them to vendors, a clear understanding of the Agency's purchasing policies and methods.
- Establish reasonable standards against which outside auditors can measure the performance of the Department's functions.

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

### **1.1.1. Designees**

When used in these Procedures, any title such as General Manager, Purchasing Manager, or Requesting Department Manager, is presumed to include that person's official designee as if the procedure read "General Manager or the official designee."

### **1.1.2. Use of the term Bidder, Proposer, Vendor and Contractor**

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.

## **1.2. Responsibilities and Functions**

### **1.2.1. Relative to Procedures**

- 1.2.1.1.** The Purchasing Department, under the Purchasing Manager, is responsible for developing and administering purchasing procedures, initiating reports necessary to permit analysis of purchasing performance, processing bids, 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 Manager is charged with the responsibility of seeing that all purchases are made in accordance with applicable statutes and Agency rules.
- 1.2.1.2.** The Purchasing Department develops and maintains the Agency Purchasing Procedures Manual, which includes purchasing objectives, standards, programs and procedures for the acquisition of equipment, materials, commodities and services.
- 1.2.1.3.** The Purchasing Department coordinates purchasing procedures with all departments. Cooperation and understanding between departments is essential to the effective operation of the purchasing process. Close liaison must be established between the departments and the Purchasing Department in order to maintain an efficient and economical purchasing process.
- 1.2.1.4.** The Purchasing Department conducts or coordinates training on a regular basis.
- 1.2.1.5.** The Purchasing Department, in conjunction with the General Counsel's Office, develops and maintains the standard language for all procurements.

### **1.2.2. Relative to Specifications**

- 1.2.2.1.** The Purchasing Department assists Requesting Departments in the preparation and review of Specifications.

- 1.2.2.2.** The Purchasing Department reviews specifications provided by the Requesting Departments and may make suggestions to improve the clearness, openness and competitiveness of the specifications. Changes and/or modifications will be discussed and coordinated with the Requesting Department in the drafting process.
- 1.2.2.3.** The Purchasing Department has full authority to review and make recommendations regarding quality, quantity, competitive nature of items requisitioned in order that the best interests of the Agency are served. The Purchasing Department may increase or decrease quantities if there is economic benefit to the agency.

### **1.2.3. Consolidation of Requirements**

- 1.2.3.1.** The Purchasing Department may consolidate purchases of like or common commodities or services and enter into term contracts to obtain maximum, economic benefits and cost savings.
- 1.2.3.2.** The Purchasing Department may explore the possibilities of buying in sufficient quantities to take full advantage of quantity discounts.

### **1.2.4. Prioritization of Purchases**

The Purchasing Department coordinates the priority of procuring commodities and services that is 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.

### **1.2.5. Standardization**

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

### **1.2.6. Bidder Relations**

- 1.2.6.1.** The Purchasing Department acts as the Agency representative(s) on all matters pertaining to purchasing and promotes goodwill between the Agency and its suppliers.



- 1.2.6.2.** The Agency, through the Purchasing Department, encourages full and open competition wherever possible. All eligible Bidders should be afforded an equal opportunity to submit Bids/Proposals and to compete on equal terms.
- 1.2.6.3.** The Purchasing Department assures fair and equitable business dealings with all bidders/vendors.
- 1.2.6.4.** Requesting Departments may contact vendors to obtain product or service information and budgetary prices only for purchases not exceeding \$20,000. Requesting Departments will coordinate with the Purchasing Department, when a particular good or service is expected to cost \$20,000 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.
- 1.2.6.5.** 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.
- 1.2.6.6.** During meetings with sales representatives' staff may not commit themselves or obligate the Agency for any product 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.
- 1.2.6.7.** During the procurement solicitation process, all communication with Bidders shall be through the Purchasing Department.

#### **1.2.7. Procurement Analysis**

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.

#### **1.2.8. Public Notice**

The Purchasing Department provides Public Notice for procurements as detailed in Chapter 4.4.4.

### **1.3. Administrative Principles**

- 1.3.1. 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.
- 1.3.2. To achieve a higher degree of cooperation and coordination with requesting departments.
- 1.3.3. To procure commodities and services of the right quality in the proper quantity at the right time from the proper source, at a competitive price.
- 1.3.4. To conserve public funds by reducing costs and improving the quality of materials purchased.
- 1.3.5. To buy at the lowest cost consistent with the quality needed to meet Agency requirements.
- 1.3.6. To ensure recommended Bidders are financially stable and capable of adhering to the specifications and delivering quality commodities and services.
- 1.3.7. To consider new sources of commodities and services when possible.
- 1.3.8. To foster good supplier relationships in order to create positive attitudes and to promote the desire to furnish the Agency with new ideas, commodities and services, as well as better prices.
- 1.3.9. To maintain, encourage, and expand participation in cooperative purchases with other governmental entities, when in the best interest of Tampa Bay Water.
- 1.3.10. To maintain accurate records and controls.

### **1.4. Fraudulent Misconduct and Ethical Procurement Standards**

#### **1.4.1. Introduction**

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

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

- 1.4.2.1. 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.
- 1.4.2.2. 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, goods, 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, goods, 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.
- 1.4.2.3. 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.

### **1.4.3. Ethical Procurement Standards**

#### **1.4.3.1. 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 FS 287.017, 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.

#### **1.4.3.2. 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 in order to merit the 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 in order 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 on the basis of principles and justice; and,
- Subscribes to and support the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.

## 2. METHODS OF PROCUREMENT

### 2.1. Introduction

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

### 2.2. Approval Thresholds

Amount of Purchase	Cumulative Signature Thresholds
\$0-\$5,000	Level I (Currently titled Manager)
\$5,001-\$20,000	Level II (Currently titled Director/Senior Manager)
\$20,001-\$50,000	Level III (Currently titled Division Officer)
\$50,001-\$100,000	Level IV (General Manager)
\$100,001 – and up	Level V (Board of Directors)

**SPLITTING OF PURCHASES TO AVOID THE ABOVE LISTED REQUIREMENTS AT ANY DOLLAR LEVEL IS EXPRESSLY PROHIBITED.** Purchase Order splitting is the intentional use of multiple Purchase Orders 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.

### 2.3. Procurement Methods

#### 2.3.1. Informal/Small Procurement Under \$35,000:

##### 2.3.1.1. Definition

Purchases under \$35,000, 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.

<b>Purchase Amount</b>	<b>Procurement Method</b>
Up to or equal to \$5,000	P-Card is preferred. Purchase Order is alternate method. (Quotes advised but not required)
\$5,001 to \$19,999	Two or more Quotations (email, phone, catalog, website)
\$20,000 to \$34,999	Requires Informal Quotation; Technical Specifications from Requesting Department, advertising by Purchasing Department, written quotes and notice of right to protest issuance
\$35,000 and above	Formal Solicitation (ITB/RFP/ITN)

### 2.3.1.2. Procedures

- \$0-\$5,000
  - Requesting Department staff members determine the need for the Purchase.
  - Written Descriptive, Technical or Performance Specifications are advised, but not required.
  - Requesting Department staff members determine that the items needed, or suitable substitutes, are not inventory items and are not stocked in the Agency Central Warehouse.
  - Requesting Department staff members work with Finance Department to determine the availability of budget or funds for the Purchase.
  - Requesting Department staff members identify an appropriate vendor and solicit a price.
  - Requesting Department staff members obtain approval from the Requesting Department Manager.
  - Upon availability, the Requesting Department staff members will be authorized to use a P-Card to complete the Purchase (see Chapter 7), if the vendor will accept payment by credit card. In the interim, or if the vendor will not accept payment by credit card, then Requesting Department staff members enter a Purchase Requisition.



- \$5,001-\$34,999
  - Requesting Department staff members determine the need for the Purchase.
  - Written Descriptive, Technical, or Performance Specifications are advised at all levels but **required for purchases greater than or equal to \$20,000**. Requesting Department staff members develop or revise specifications, as-needed.
  - Requesting Department staff members determine that the items needed, or suitable substitutes, are not inventory items and are not stocked in the Agency Central Warehouse. If assistance is needed, Requesting Department should contact their assigned Purchasing Representative or Warehouse staff.
  - Requesting Department staff members work with the Finance Department to determine the availability of budget or funds for the Purchase.
  - Requesting Department staff members enter a Purchase Requisition, with Written Technical, Descriptive, or Performance Specifications attached if the item or service is over \$20,000. Requesting Department staff should attach the required quotations per table in 2.3.1.1, or other information regarding sourcing to the Purchase Request.
  - When appropriate for the requested goods or services, Purchasing Department staff members identify any existing cooperative contracts, contracts that can be “piggybacked,” or identify and solicit quotes in accordance with 3.3.1.1 Procurement Methods. Quotes must contain the company name, the commodity or service being quoted and a price in U.S. Dollars and must be less than 30 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 is selected and documented by the Purchasing Department on the Purchase Requisition. If other than the lowest price is selected, specific reasons should be documented.

- The Purchase Requisition is reviewed and approved by the Department Manager, Senior Manager/Director and Division Officer if applicable. The Department Manager, Senior Manager/Director and Division Officer are responsible for ensuring the appropriateness of the quote solicitation and selection.
- For purchases \$20,000 and over, Purchasing will issue an Informal Quotation and advertise it on-line via DemandStar. The Requesting Department will provide technical specifications and/or a Scope of work. For this level of purchase, once the quotes are evaluated, the Purchasing Department issues the Notice of Right to Protest (Chapter 6.14).
- If 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 Purchase Order.

## **2.3.2. Formal Competitive Sealed Invitation to Bid (ITB):**

### **2.3.2.1. Definition**

The Invitation to Bid is used for purchases exceeding \$35,000 when the Agency is capable of specifically defining the Goods and/or Services to be purchased and when those goods and/or services are available in equal quality from multiple sources. Examples would include spare parts available through several distributors, and well defined services such as tree trimming or custodial 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. Award is made to the lowest qualified responsive, responsible Bidder meeting the criteria and Specifications established in the ITB and does not include discussions or negotiations with Bidders.

#### **2.3.2.2. Procedures**

Formal Competitive Sealed Invitation to Bid Procedures are detailed in Chapter 4.4.

### **2.3.3. Formal Competitive Sealed Request for Proposal (RFP):**

#### **2.3.3.1. Definitions**

The Request for Proposal is used when the purchase involves goods or more often, services where factors other than price should be considered and the items or services cannot easily be compared “apples to apples”. Examples would be audit services, management consulting services, technical services such as ecological or hydrological monitoring, land management or goods 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 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. Award is made to the qualified, responsible Offeror whose Proposal is determined to be the most advantageous to the Agency, taking into consideration the price, Specifications and other criteria set forth in the RFP. Certain RFP’s 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 architects, engineers, landscape architects, and surveyors and mappers (referred to as “Professional Firms”).

#### **2.3.3.2. Procedures**

The additional procedures used for RFP’s and for CCNA RFP’s are detailed in Chapter 3.4.

#### **2.3.4. Formal Invitation to Negotiate (ITN):**

##### **2.3.4.1. 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 Service/Commodity 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/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. 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 Services/Commodities, the cost-effectiveness and efficiency of the proposed solution and such other criteria as may be determined by the Agency.

- 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/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/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/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. 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.).

#### **2.3.4.2. Procedures**

Formal Invitation to Negotiate Procedures are detailed in Chapter 3.4.

### **2.4.Exceptions**

#### **2.4.1. Emergency Purchases**

##### **2.4.1.1. Definitions**

**Emergency** - Per Purchasing Policy Resolution 2014-002 Section 3(B)xa 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.

2.4.1.2. 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 services and must continue to emphasize public trust in our purchasing practices.
  - The Purchasing Department will issue each Division a series of authorized purchase order 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 Purchase Order 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 \$5,000, within 10 working days, the Requesting Department shall submit to the Purchasing Department, a simple, written explanation describing the situation and reason for the purchase, to include in the file as justification for not obtaining normal approvals.

- Although construction requirements are not common in the Non-Declared emergency situation, 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 to determine when an emergency exists was delegated to the General Manager as previously referenced in Resolution 2014-002.
- The public announcement requirement for the purchase of services and Commodities in excess of \$35,000 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 days after the end of the emergency.

- **Declared Emergencies**

- The Purchasing function under the Logistics Section will procure essential commodities and services during a Declared Emergency in compliance with the Comprehensive Emergency Management Plan.
- Reporting will be done as required by the Comprehensive Emergency Plan.



- 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 is included on all purchase orders and contracts.

## **2.4.2. Sole Source Procurement**

### **2.4.2.1. Definitions**

Sole Source procurements are ones in which the commodity or service is only available from one source or when it is determined, by the Purchasing 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 or service is wanted for experimental trials, pilots, and/or testing.
- Additional unanticipated commodities 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 is able to meet the time constraints.

- A request for a proprietary item does not justify Sole Source procurement if there is more than one potential Bidder (e.g. multiple distributors) for the type of item sought.
- When purchasing parts or services from another provider would invalidate a warranty.

#### 2.4.2.2. Procedures

- The Requesting Department completes a Sole Source Justification Memo using the agency template maintained by the Purchasing Department. The memo explains the basis for the sole source determination including benefits to the Agency of sole source purchase, adverse consequences for the Agency of a competitive procurement, and efforts, if any, to locate other sources; how other sources were evaluated and eliminated and 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 Department Manager; Division Officer and Purchasing Manager. Requests of \$100,000 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 on DemandStar including a description of the items or services and intended vendor and on the Agency webpage for at least seven (7) 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 approved, cancel the Sole Source and issue the appropriate competitive solicitation. If they 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 or Service, the

Requesting Department and the Purchasing Department 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 are received the purchase may then proceed. .
- The Purchasing Department and the Requesting Department may negotiate with an approved Sole Source vendor.
- Sole Source purchases over \$100,000, must be approved by the Board of Directors.
- The Sole Source Purchase must also follow all other appropriate procedures (other than the competitive selection requirement) specified for the particular type and dollar amount of Purchase.

### **2.4.3. Cooperative Purchasing Programs**

#### **2.4.3.1. Introduction**

The Agency may, at the discretion of the Purchasing Department, utilize Cooperative Purchasing agreements (which were competitively bid) for the purchase of Commodities 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, and open-ended state contracts made available by the Florida Department of Management Services. Purchases may also be made under the GSA Federal Supply Schedule 70 or under the Corporate Schedule containing Information Technology special item numbers. However, when using Cooperative Purchasing agreements, the Purchasing 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 soliciting for other vendors. The Purchasing Department will also verify that the agreement will be valid for the time the goods or services are required by the agency. All Cooperative Purchasing Agreements are also reviewed by General Counsel for approval prior to use.

#### 2.4.3.2. Joint Bidding/Co-Op

- Joint Bidding is a form of intergovernmental cooperative purchasing in which two 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 purchase order or contract.
- The Purchasing Manager shall have the authority to join with other governmental entities in cooperative purchasing ventures when the best interests of the Agency would be served.
- When participating in a cooperative purchase where joint bidding is utilized, 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, Bid/Proposal and Bidder's list for review by the participating entities.
  - The Lead Agency shall solicit, receive, open and tabulate the Bids/Proposals.

- Bids shall be evaluated based upon the Specifications and criteria set forth in the Bid/Proposal, and a recommendation for award made.
- Purchases over \$100,000 in which the Agency is the Lead Agency require approval by the Board of Directors. Purchases under \$100,000 may be awarded by the General Manager.
- Each Participating Entity shall issue its own purchase orders 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 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.

#### 2.4.3.3. Piggybacking

- Piggybacking is a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing entities to purchase from the selected Vendor under the same terms and conditions as itself.
- Pursuant to Chapter 189.4221, Florida Statutes, Tampa Bay Water may purchase commodities and contractual services, other than services the acquisition of which is governed by s. 287.055, 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 copy of the award letter/memo/agenda item to the awarded Vendor; and,
  - A complete copy of the awarded Vendor’s proposal.
  - A copy of the awarded and executed contract and any amendments.
- 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.
- The Requesting Department must verify that the commodities or services needed are within the scope of the contract, and that the scope meets the Requesting Department’s needs.
- The Purchasing Department will 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.
- The Purchasing Department will coordinate with General Counsel to ensure legal requirements are met.
- With General Counsel’s approval, the Purchasing Department will 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 \$100,000 and those over \$100,000 will require Board approval.

- The commodity 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 purchase order issued shall reference the public entity's bid or contract number.
- Any use of piggybacked contracts requires approval as identified in 2.2 above.

#### **2.4.3.4. 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 Chapter 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 are referred to General Counsel for guidance.
- DMS Contract purchases over \$100,000 require Board of Directors approval.

#### **2.4.4. Direct Purchases of Construction Material**

##### **2.4.4.1. 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. In these instances the awardee will perform all the purchasing actions with the exception being that an Agency purchase order will be issued directly to the supplier for the purpose of payments.

#### 2.4.4.2. 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 Bidder regarding the ODP. If after award of the Contract it is determined that implementing the program is in the best interest of the Agency, then the Contractor and the Agency will jointly decide on the list of equipment and materials suitable for inclusion in the ODP program. There are several items to consider when implementing the ODP:
  - What is the value of the tax savings?
  - The Contractor is responsible for delivery, storage and installation.
  - The Contractor is responsible for the quality of the equipment/materials.
  - The Contractor is responsible for the guarantee/warranty of the work.
  - The Contractor is responsible for any pricing disputes.
- The construction Agreement shall require that the Contractor be responsible for the coordination of all ODP purchases.

#### 2.4.4.3. PURCHASE ORDER PROCEDURES

- Contractor submits a request with appropriate attachments to the Construction Coordinator or Designee including Pricing, Descriptions and any Special Terms.
- The Construction Coordinator enters a purchase requisition which follows normal workflow approvals.; including the information provided by the contractor. The purchase requisition must also have a signed certificate of Entitlement and a current quotation from the Supplier providing the ODP equipment or supplies. The quotation must not be addressed to the Prime Contractor, but to Tampa Bay Water. The quotation must not deviate or conflict with the Construction Agreement/Contract Terms and Conditions.
- Purchasing and General Counsel review the requisition for compliance and upon approval, the Purchasing Department converts it to a purchase order. Purchasing then modifies the Prime Contractor's Purchase Order 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 \$100,000 do not require additional Board of Directors approval.

## **2.5.Competitive Bidding Exceptions (CBE's)**

### **2.5.1. Introduction**

Due to their nature and/or necessity, some Purchases are excluded from the requirements for Competitive Bidding. The authority to acquire the following commodities and services is vested outside of the Purchasing Department and is not subject to Procurement Procedures. However, approvals per 3.2 are still required.

### **2.5.2. Examples of Competitive Bidding Exceptions**

- Interlocal/Intergovernmental Agreements;
- **State or National Cooperative agreements such as U.S. Communities; TIPS; NJPA and others that have been competitively awarded**
- Grants;
- Real Estate Lease, License, Purchase or Sale Agreements (which may include Concessions);
- Labor and Employment Agreements;
- Insurance Agreements and Policies;
- Public Art;
- Outside Legal Services;
- Securities, Financing, and Bond Agreements;
- Appraisers (Real Estate);
- Banking services (bond trustee, paying agents, escrow agents, service charges, etc.);
- Judgments, settlements and opposing party's legal fees and reimbursed costs;
- Software support agreements;
- Mitigation reimbursements to complainants;
- Florida Retirement System;
- Payroll taxes (Federal Withholding Tax, FICA, Medicare Tax);
- Postage;
- Telephone services (excludes certain equipment purchases);
- Advertising – required legal ads for purchasing, employment, legal notices, and so forth;
- Principal and interest payments on debt instruments and all associated issuance costs (all issuances of debt are approved by the Board of Directors);
- Dues and memberships;
- Books and subscriptions;
- Transportation and travel;

- Employee attendance at education and training seminars. (does not include the hiring of professionals to provide on-site training and seminars);
- Mandatory fees to government agencies (vehicle registrations, permit fees, professional and occupational licenses, trash and sewer assessments, etc.);
- Disbursements from Petty Cash;
- Legal and expert witness services;
- Utility Services.

**2.5.3. Requesting Department Responsibilities (for Competitive Bidding Exceptions where Purchasing Department is not involved) including but not limited to):**

- Obtaining legal review;
- Obtaining financial, risk management, and any other required administrative approvals;
- Generating and processing Board agenda items;
- Initiating appropriate documents including requisitions or notices to proceed for financial encumbrance and processing in a timely manner after Board approval;
- Monitoring contracts including performance, payment and renewals;
- Maintaining records, including: transfer of official records to the Records Department, public record requests, and department files.

### 3. DEVELOPMENT AND AWARD OF BIDS AND REQUESTS FOR PROPOSALS

#### 3.1. Introduction

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

#### 3.2. Training

Prior to making any purchase, Requesting Department personnel **MUST** attend MUNIS training and the Purchasing Department’s Procurement Overview training.

#### 3.3. Pre-Procurement Planning Process

##### 3.3.1. Procurement Planning Meeting

Procurement Planning Meetings are needed to establish the method of procurement, determine funding, develop a schedule, discuss lessons learned from previous procurements, and address potential challenges. Procurement Planning Meetings are essential to the successful execution of the Agency’s procurement process.

- 3.3.1.1.** 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 \$35,000. Failing to do so may cause a delay in the Requesting Department’s anticipated procurement schedule. **Note: The minimum time required to conduct an Invitation to Bid from Purchasing Department’s receipt of finalized documents from the Requesting Department to award is approximately 90 days. The minimum time to conduct an RFP/Qu from the Purchasing Department’s receipt of finalized documents from the Requesting Department is approximately 120 days. Formal**

solicitation processes can take even longer if complications arise during the process or if accommodations need to be made for holidays or staff schedules. Requesting Departments should plan ahead as much as possible.

**3.3.1.2.** The Requesting Department should advise the Purchasing Department of any business decisions that may limit competition.

**3.3.1.3.** 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 Manager and/or the Chief Financial Officer.

### **3.3.2. 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 Bid/Proposal opening time and date (“Opening Date”), the evaluation process (including whether or not to use an Evaluation Committee), approval, and the preparation of the Purchase Order and/or Agreement, etc.

## **3.4. Solicitation Process**

### **3.4.1. Specifications/Scope of Work**

#### **3.4.1.1. Purpose**

The purpose of the Specification or Scope of Work (referred to collectively as “Specifications”) is to serve as a basis for obtaining commodities 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 persons who may prepare Specifications for Agency use.

#### **3.4.1.2. 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 acceptable electronic format.
  - The Requesting Department is responsible for complying with contractor licensing and permitting qualifications/experience requirements. The licensing 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 cost and other criteria, and 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.

#### **3.4.1.3. 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 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 shall 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 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 permits should be obtained prior to starting any work.
  - On RFPs and ITNs include suggested evaluation criteria.
- 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 on the

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.

#### 3.4.1.4. 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 or Qualified Products List 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 similar items for consideration along with supporting documentation. If they meet the specifications, they will be deemed acceptable.**

#### 3.4.1.5. Qualified Products List (QPL) – Tampa Bay Water does not currently maintain a QPL.

#### 3.4.1.6. Contractual Terms

- If the Requesting Department has special terms or conditions to be included in the Bid/Proposal Documents, it shall provide these special terms and conditions to the

Purchasing Department on a separate page(s) from the Specifications, and the Purchasing Department will enter them in the appropriate place in the Bid/Proposal Documents.

#### **3.4.1.7. 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 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.

#### **3.4.1.8. Final Review of Specifications**

- The Purchasing Department may request modifications or alterations to the Specifications to accommodate competitive bidding and will notify the Requesting Department of recommended changes and the reasons for the requested changes.

#### **3.4.2. Preparation of Formal Bids/Proposals**

The Purchasing Department prepares the Bid/Proposal documents.

#### **3.4.3. Review of Contracts and Agreements**

- ##### **3.4.3.1. Written Contracts in a format established by the General Counsel**
- are recommended in any amount for all professional services agreements, agreements involving both goods and services (such as

delivery or installation) and are required for all contractual services over \$100,000 and shall be approved by the General Counsel.

**3.4.3.2.** All modifications of the standard Purchase Order form or of the standard Contract forms must be approved by General Counsel.

**3.4.3.3.** The Purchasing Department coordinates the General Counsel's review of all contracts and agreements, except as identified in 3.5.3.

#### **3.4.4. Public Notice**

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

**3.4.4.2.** All competitive solicitations (Invitations to Bid, Request for Proposal, Invitations to Negotiate and other notices and solicitations) issued by the agency shall be posted on the website and on-line through Onvia DemandStar or other electronic web-based bidding site 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 in 3.4.4.4.

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

**3.4.4.4.** 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 Onvia DemandStar or other electronic web-based bidding site 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 Onvia DemandStar or other electronic web-based bidding site 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.

- 3.4.4.5.** The Purchasing Department will provide notice of Evaluation and Awards 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.

### **3.4.5. Site Visits/Inspections Relative to Specifications**

- 3.4.5.1.** The Requesting Department may recommend a Site Visit when necessary in order for Bidders to fully understand the requirements of the specifications.
- 3.4.5.2.** 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.
- 3.4.5.3.** A Requesting Department Representative will conduct the Site Visit, respond to technical inquiries (if appropriate) and sign the Site Visit Attendance form and forward the inquiries and Attendance form to the Purchasing Department
- 3.4.5.4.** The Purchasing Manager may schedule an additional Mandatory Site Visit if deemed in the best interest of the Agency.
- 3.4.5.5.** The Purchasing Department will reject the Bid/Proposal of any Bidder that does not attend an Agency- scheduled Mandatory Site Visit.

### **3.4.6. Pre-bid/Proposal Conference**

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

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

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

**3.4.6.4. Mandatory Conferences**

- Mandatory Conferences are held to ensure that potential Bidders understand the complexity of the commodity 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 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.

**3.4.6.5. 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 Requesting Departments 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.

#### **3.4.7. Clarifications or Changes to Bid/Proposal**

- 3.4.7.1.** No interpretations of material consequences or changes to the Specifications shall be made verbally to potential Bidders during an active solicitation.
- 3.4.7.2.** Bidders shall direct all inquiries relating to interpretation and technical details of the Bid/Proposal in writing to Purchasing Department within the time stated in the Bid/Proposal document. The Purchasing Department will seek clarification from the Requesting Department. If any changes are needed in the Bid/Proposal, the Purchasing Department will issue the changes in the form of an Addendum.
- 3.4.7.3.** Communications and other information requests with respect to changes or clarifications must be made through the Purchasing Department. Requesting Department staff should refer any Bidder inquiries to the Purchasing Department without copying any other parties to avoid violating the Sunshine Law.
- 3.4.7.4.** The Purchasing Department shall post the Addendum/Addenda through Tampa Bay Water's designated on-line provider such as Onvia Demand/Star or its successor and through Tampa Bay Water's website. Copies of Addenda are also available via a Public Records Request.
- 3.4.7.5.** Addendum Timing

- Prior to issuing an Addendum, the Purchasing Department and the Requesting Department must consider the period of time remaining until the Opening Date.
- If additional time is likely to be required by the Bidders, the Addendum should extend the Opening Date for a reasonable period of time to obtain the greatest level of competition and fairness. In all instances, a minimum of five days is required from the issuance of the Addendum and the Bid Opening or Proposal Due Date.
- The Purchasing Department shall process the proposed Addendum promptly upon receipt and will make best efforts to post the Addendum at least five (5) working days in advance of the scheduled Opening Date.
- If there are less than five (5) working days in advance of the scheduled Opening Date, the addenda shall reschedule the Opening Date to meet this requirement.

**3.4.7.6.** 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. Authorization

- If the Requesting Department needs to make changes to a Bid Proposal document that has already been advertised, it shall submit those changes to the Purchasing Department.
- If the Purchasing Department determines the need to change the Bid Proposal document, it shall issue an Addendum.
- All addenda shall be issued only by the Purchasing Department.

**3.4.7.7.** 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.
- Bids may be rejected due to failure of Bidders to acknowledge receipt of addenda.

### **3.5.Submittal Review Process**

#### **3.5.1. 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; and,
- Request any necessary clarifications or data without changing the terms of the Bid/Proposal.

#### **3.5.2. Informal Bids**

##### **3.5.2.1. Procedures for Informal/Small Purchases are outlined in Chapter 2.3.1.**

#### **3.5.3. Formal Bids/Proposals Receipt and Evaluation Process**

##### **3.5.3.1. Bid/Proposal Submittal Receipt:**

- 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 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/Proposal Submittals will not be accepted by facsimile or electronic mail.

#### **3.5.3.2. Bid/Proposal Opening:**

- On the Opening Date, the sealed Bid/Proposal Submittals 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 persons present at the Bid/Proposal Submittal opening are required to sign the register of attendance.
- The Purchasing Department reserves the right to postpone the Opening Date for Bid/Proposal Submittals at any time prior to the Opening.

#### **3.5.3.3. Initial Evaluation**

- The Purchasing Department will review the Bid/Proposal Submittals to determine initial responsiveness. This includes, but not limited to:
  - 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

- The Purchasing Department will confirm that the Bidder is an active business registered with the Florida Department of State and will obtain the 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 services.
- If a Bid/Proposal Submittal fails to meet responsiveness requirements, the Purchasing Department may deem the Submittal non-responsive and notify the Bidder.
- When the Purchasing Department deems necessary, it may conduct discussions with Bidders for clarification purposes only.
- The Purchasing Department forwards the lowest, initially responsive Bid Submittals to the Requesting Department and all initially responsive Proposal Submittals to the Evaluation Committee for review.

#### **3.5.3.4. Department Review of Bid/Proposal Documents:**

- The Requesting Department, usually the Project Manager, reviews the lowest responsive, responsible bid 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 and wants to reject the Bid, the Purchasing Department is notified and provided with 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.

- If the Requesting Department and the Purchasing Department do not agree, 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 may establish an ad-hoc evaluation team to analyze and evaluate Bids, pursuant to an ITB. Ad-hoc evaluation teams are not subject to the requirements of 3.5.11.
- The Requesting Department shall collaborate with the Purchasing Representative to establish an Evaluation Committee for Proposals submitted pursuant to an RFP or ITN. See 3.5.11 for instructions on Evaluation Committees.
- The Requesting Department must submit a signed recommendation to the Purchasing Department including an executive summary (what was reviewed, the findings and recommendation). For CCNA procurement, the Evaluation Committee will meet in order to make its recommendation. This recommendation will be used in the preparation of a Board Agenda Item for award of the item.

#### **3.5.4. Reference Checks and Documentation for Formal and Informal Bids/Proposals (where applicable)**

- 3.5.4.1. The Requesting Department is responsible for developing the project or scope of work , technically specific questions to be asked during the reference check. Purchasing can provide a template of general questions that should be asked regarding adherence to budget, timeliness and responsiveness. Some examples are listed below.

**3.5.4.2.** 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 with regard to the Requesting Department's recommendation for award.

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

**3.5.4.4.**

**3.5.4.5.** The general questions below are examples that could be asked by the Requesting Department when conducting a reference check of a Bidder under consideration for award:

- Did the Bidder deliver according to the schedule?
- Did the Bidder deliver within budget or at the Bid price?
- Did the Bidder respond in good faith to resolve problems, request additional compensation or justify change orders?
- Did the Bidder complete punch list items in a timely manner and properly closeout the project?
- Would you contract with this Bidder again?
- Have you debarred this Bidder from doing business with your entity?
- Has this Bidder ever defaulted on a contract with your entity or have they been terminated and/or not renewed when the option was available? If yes, please describe in detail. Would you fax or email public records in relation to this action? Was the Bidder cooperative with the transition to the new Bidder (e.g. transition of data/records)?
- How would you rate the Bidder's overall performance with regard to quality: Poor; Satisfactory; Good or Exceptional?
- How would you rate the Bidder's overall performance with regard to timeliness: Poor; Satisfactory; Good or Exceptional?
- Can you elaborate on the Bidder's particular strengths, if any?
- Can you elaborate on the Bidder's particular weaknesses, if any?

### **3.5.5. Procedure for Handling Deviations**

- 3.5.5.1.** Deviations in Bids/Proposals may be either material or immaterial.
- 3.5.5.2.** 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.
- 3.5.5.3.** Material deviations are ones that (i) deprive the Agency of its assurance that the contract will be entered into, 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 or services offered.
- 3.5.5.4.** The Requesting Department will make a determination regarding materiality of deviations to the Specification and forward a written response to the Purchasing Department.
- 3.5.5.5.** The Purchasing Department, in conjunction with the General Counsel's office, will assess the validity of the materiality determination and take the appropriate action.

### **3.5.6. Request for Clarification**

- 3.5.6.1.** The Requesting Department or an Evaluation Committee member may have need of a clarification to competently judge a Bid/Proposal. CLARIFICATION FROM BIDDERS CANNOT CHANGE (ADD TO OR DIMINISH) THE ORIGINAL BID/PROPOSAL SUBMITTED BY THE BIDDER.
- 3.5.6.2.** When the need for a clarification has been identified, the Requesting Department or Evaluation Committee member shall inform the Purchasing Department immediately.
- 3.5.6.3.** The Requesting Department or Evaluation Committee member shall develop the clarification question(s) and submit to the Purchasing Department.

- 3.5.6.4. The Purchasing Department will prepare the clarification questionnaire and submit it to the Bidder (s) for a response by a specific date.
- 3.5.6.5. The Purchasing Department will submit the returned clarification to the Requesting Department or the Evaluation Committee for review.
- 3.5.7. Bidder Errors
  - 3.5.7.1. 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).
  - 3.5.7.2. 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.
  - 3.5.7.3. The Purchasing Manager, in conjunction with the General Counsel's Office will review the letter and determine what, if any, measures will be taken.
- 3.5.8. Bids that Exceed Budget
  - 3.5.8.1. 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.
  - 3.5.8.2. If the Agency rejects all Bids/Proposals, the Specifications may be revised in an effort to comply with the established budget, and the Bid/Proposal reissued.
- 3.5.9. Tie Bids/Proposals
  - 3.5.9.1. Non CCNA

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

**The Bidder who scores highest in the highest weighted category in an RFP**

- 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 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.

#### 3.5.9.2. CCNA

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

- The first tiebreaker will be the 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 of Tampa Bay Water’s Member Governments.**
- The second tiebreaker will be the Professional Firms’ individual Volume of Work with the Agency as determined by the MUNIS financial accounting system. The Professional Firm with the lowest total dollars in Volume of Work over the preceding two (2) fiscal years will be considered the higher-ranked Professional Firm.
- 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.



- In the event a tie still exists, lots shall be drawn.

### **3.5.10. Single Bid/Proposal Submittal Analysis**

#### **3.5.10.1. 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.
- Initiate corrective action, if appropriate, to increase competition in future requests for Bids/Proposals for the same or similar items.
- Conduct negotiations with the sole bidder or proposer.

#### **3.5.10.2. 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 in light of 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 department recommendation.

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

**3.5.10.4.** 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.

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

### **3.5.11. Evaluation Committee and Process**

**3.5.11.1.** The Evaluation 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 evaluation committee must consist of at least one person from the Requesting Department; however, the Requesting Department should not have majority representation on the Evaluation Committee. As an example, an Evaluation 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.

- 3.5.11.2.** The committee may consist of subject matter experts and professionals from outside the Agency as deemed necessary.
- 3.5.11.3.** All representatives selected to Evaluation Committees will be approved by the Purchasing Manager.
- 3.5.11.4.** All evaluation committee members must be free of conflicts of any sort, either direct or indirect before participation in an evaluation process. Conflicts include, but not limited to:
- Current employment or past employment with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation;
  - Serving as a current consultant or past consultant for or 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 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 Evaluation 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 Evaluation 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 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 is in conflict with Florida Statute Section 112.313 (Government Code of Ethics) must be disclosed in writing to the Purchasing Manager prior to service on an Evaluation Committee, whereupon, the Purchasing Manager shall make a determination as to whether a conflict exists.

**3.5.11.5.** All Evaluation Committee meetings are public meetings. Each meeting is facilitated by a representative or designee of the Purchasing Department. Purchasing Department representatives cannot participate as a voting member on an evaluation committee. The Evaluation 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. Advertisement 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.

**3.5.11.6.** The Evaluation 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 scoring determined at a public meeting.

**3.5.11.7.** The Evaluation Committee shall select at least three (3) firms deemed to be the most qualified, if at least three (3) firms respond to the RFP. If there are less than three (3) firms responding to the RFP or less than three respondents deemed to be most qualified in

accordance with the Scoring Criteria and after searching it is decided every effort was made to meet the requirements of F.S. 287.055, the Agency shall proceed with the evaluation process.

**3.5.11.8.** The Evaluation Committee may request public/oral presentations and/or shall request some type of discussions with a minimum of three (3) firms (if three firms submitted to the RFP). The oral presentation shall include a firms' understanding of the project; approach to the project and methods used to plan, design and administer the project; ability to furnish the required service within time and budget and strength of the individual proposed team members as demonstrated. Each Evaluation Committee member shall rate each firm and the committee will decide on a total average score to determine the top ranked firm. If public/oral presentations are not conducted the ratings applied during the "short list" phase will determine the rank order of firms for negotiation.

**3.5.11.9.** "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 insure the team proposed contains all of the critical disciplines required. 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 firms 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 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 however furnish references for such projects. The scope of services provided should represent projects that are similar to those defined in the RFP document. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

- 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 meet schedule and budget.
- Volume of Work Previously Awarded by the Agency Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. Firms who have not been awarded work by the agency previously receive points in this category; firms that have previously been awarded contracts do not receive points in this category. 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 - Provides points pre-populated by the Purchasing Department for minority business status as designated 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.. If the firm is designated as a minority business as described, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as described, zero (0%) percent of the points available are awarded. 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 to the Prime Respondent.

- Location - Evaluates the location of the project team relative to the Agency including the prime firm and project manager.

**3.5.11.10. Oral Presentation 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 - Evaluation of 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 with similar projects, management experience, firm experience etc.

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

**3.5.11.12.** Upon completion of firm ranking and oral presentations (if applicable), the ranking is posted on-line by the Purchasing Department through the agency's designated on-line service Onvia Demand Star and on Tampa Bay Water'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.

**3.5.12.** Product Demonstrations

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

**3.5.12.2.** 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 them, the Agency or the Bidder.
- Contacting 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, forwarding the insurance requirements established by Risk Management to the Purchasing Department.
- Ensuring that any Agency-provided equipment/items are brought to the demonstration.

**3.5.12.3. Responsibilities of The Purchasing Department include:**

- Obtaining the insurance certificate(s) from the Bidder(s) and forward 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. A 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.

**3.5.13. Rejection of Bid/Proposal Submittals**

- 3.5.13.1.** The Agency reserves the right to reject any and all Bids/Proposals upon determination of non-responsibility of a Bidder or non-responsiveness of 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.

**3.5.13.2.** The rejection of Bids/Proposals exceeding \$50,000 requires approval by the General Manager.

**3.5.13.3.** The rejection of Bids/Proposals exceeding \$100,000 requires approval by the Board.

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

### **3.6.Award Process**

**3.6.1.** 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.

**3.6.2.** In the event that an Evaluation Committee is used, the following applies:

**3.6.2.1.** 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 Evaluation Committee.

**3.6.2.2.** 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 for miscellaneous services agreements) on the shortlist.

**3.6.2.3.** 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 Counsel.

**3.6.2.4.** Staff shall then proceed to negotiate with other Professional Firms, in ranked order, as necessary to reach a satisfactory Agreement(s).

**3.6.2.5.** 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 post it on Horizons, complete the Overview,

Financial and background information and present to the Board, the executed contracts for approval.

### **3.7.Special Provisions**

#### **3.7.1. Request for Information (RFI)**

A 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 Public Notice or consideration of price as it is for informational purpose only.

#### **3.7.2. Joint Ventures**

- 3.7.2.1.** 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).
- 3.7.2.2.** 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.

## **4. CONTRACT ADMINISTRATION**

### **4.1. 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.

### **4.2. Definitions**

#### **4.2.1. Contracts**

**4.2.1.1.** 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 satisfied in order 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.

**4.2.1.2.** 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 3. This Award is documented by one of the following:

- A “Purchase Order” is a contract and requires administration. The Purchase Order includes all terms and conditions contained in the Purchase Order (with standard terms and conditions on the back of the Purchase Order) and any applicable Bid/Proposal. However, a Purchase Order does not require all of the formalities in terms of review and execution that are outlined below for formal written agreements (“Agreements”).

- A formal, written, bilateral contract, an “Agreement,” will be required for services awards (including construction awards) or when deemed necessary by the Requesting Department, the Purchasing Department or General Counsel’s Office based on the complexity of the commodity or service. The Agreement should incorporate all terms and conditions contained in the Bid/Proposal.

#### **4.2.2. 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.

### **4.3. Initiation of Procurement Process**

#### **4.3.1. Requesting Department/Contract Manager/Project Manager’s Responsibilities**

- 4.3.1.1.** The Requesting Department initiates the contract process by identifying a requirement when it begins the procurement process.
- 4.3.1.2.** The Requesting Department should appoint the Project Manager at the beginning of this process to ensure proper administration of the acquisition and compliance with this chapter.
- 4.3.1.3.** The Requesting Department prepares the Specifications and determines, in conjunction with the Purchasing Department, whether an Agreement is needed based on the size or complexity of the commodity or service.
  - If an Agreement is needed, the Purchasing Department, with input from the Requesting Department and if appropriate, the General Counsel’s Office will determine whether a standard Agreement is sufficient. If so, the Purchasing Department will add the standard Agreement to the Bid/Proposal.
  - If special provisions are required, the Requesting Department and the Purchasing Department will work

together to draft the recommended special provisions for inclusion in the Bid/Proposal. The Purchasing Department will consult with General Counsel's Office as needed for clarifications or appropriate language.

#### **4.3.2. Role of the General Counsel's Office**

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

### **4.4. Notice of Award**

#### **4.4.1. Awards Requiring Agreements**

- 4.4.1.1.** If the Bid/Proposal document requires that an Agreement 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).
- 4.4.1.2.** At that time, the Purchasing Department will notify the Bidder of the procedures for proper execution of contract documents:
  - The Bidder must sign the Agreement prior to the Agency signing the document.
  - The Bidder shall not fill in the dates on the first page of the Agency's Agreement. These dates are to be entered by either the Board Chair or the Purchasing Department referencing the date the Board awards the contract.
- 4.4.1.3.** The Bidder is required to submit the required documents to the Purchasing Department within the timeframe identified in the Bid/Proposal, normally fifteen (15) calendar days after receipt of the Notice of Award.
- 4.4.1.4.** The Purchasing Department will review the submitted documents in coordination with the General Counsel's Office, Risk Management Department, and others as applicable.
- 4.4.1.5.** 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.

- 4.4.1.6. 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 purchase order will be issued to the vendor by the Purchasing Department and is considered the Notice to Proceed.

#### 4.4.2. When No Agreement is Required

- 4.4.2.1. 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 Purchase Order or Blanket Purchase Order to be issued to the Bidder.

### 4.5. Receipt and Payment Process for Commodities and Services

#### 4.5.1. Requesting Department's Responsibilities

##### 4.5.1.1. Delivery and Inspection

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

- 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 or services, always be sure that the invoice, delivery receipt, service request, etc., lists only those commodities or services received.
- Never sign a blank invoice, delivery receipt, or service request. If blank spaces appear on the invoice, Requesting Department should line through or X-out those areas before signing.

#### 4.5.1.2. Payment Process

- Payment must be made in accordance with the Purchase Order and/or Agreement.
- To ensure payment will be and in accordance with the Prompt Payment Act (see Chapter 218.70 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 purchase order 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 and in the manner specified in the order.

#### **4.5.1.3. 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 at a later date.
- Upon receiving a delivery with 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 or services have been received, payment must be made unless the Purchase Order and/or Agreement specifically require complete delivery prior to payment.

#### **4.5.1.4. Payment for Services and Construction**

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

#### **4.5.1.5. Follow-up Process/Contractor Performance**

- The procurement process is not complete until satisfactory delivery of all commodities and services has been made.
- The Requesting Departments should keep track of all outstanding Purchase Orders and Agreements to ensure proper receipt of commodities and services.
- The Requesting Department should advise the Purchasing Department of any situation where Suppliers or Contractors are not performing according to the Purchase Order and/or Agreement. Requesting Department staff 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, departments should notify the Purchasing Department and their respective Purchasing representative will facilitate a meeting to work toward resolution. Purchasing 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 Purchase Orders and balances at least semi-annually, but always once final goods or services are received and paid for and at fiscal year-end if they will not be carried over.

## **4.6.Changes to Existing Contracts**

### **4.6.1. Changes to Purchase Orders**

- 4.6.1.1. If a change to a Purchase Order becomes necessary, the Requesting Department should enter a new Purchase Requisition in MUNIS, with a description to increase/change an existing Purchase Order, and attach all pertinent information, including the Original Purchase Order Number, to the requisition entry including back-up documentation such as a scope of work if an increase is being 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 the buyer to make the change with an email rather than a requisition. The Buyer will then attach the email to the Purchase Order in MUNIS and send the email to Finance (if they were not copied), so Finance may pay the associated invoice.
- 4.6.1.2. Upon a satisfactory review for consistency with contract terms, competitive procurement requirements and any other relevant issues, the Purchasing Department may process the change or first obtain approval from the proper approving authority if the change would result in a higher approval threshold
- 4.6.1.3. The Purchasing Department delivers a copy of the revised Purchase Order to the Bidder.

#### **4.6.2. Amendments to Contracts**

- 4.6.2.1.** Any change to an Agreement must be done by an Amendment.
- 4.6.2.2.** If a change must be made to an Agreement, the Requesting Department will advise the Purchasing Department of the circumstances requiring the change and provide the basic information for the Purchasing Department to draft the Amendment Document
- 4.6.2.3.** All Amendments shall be approved by the same Approval Authority (Board or GM) that approved the initial contract prior to issuing authorization to the Bidder to perform the modification. The Requesting Department is responsible for providing the Purchasing Department with the appropriate information and requesting the Amendment in a timely manner, at least 30 days prior to the agenda due date.
- 4.6.2.4.** Upon review for consistency with contract terms, competitive procurement requirements and any other relevant issues, the Purchasing Department will draft the Amendment and the Requesting Department will draft the accompanying agenda item and place it on Horizons.
- 4.6.2.5.** Upon approvals by the Requesting Department's Division Officer, and General Counsel's Office the Purchasing Department will send the Amendment to the Bidder for their signature.
- 4.6.2.6.** The Bidder must execute the Amendment prior to submission to the Board.
- 4.6.2.7.** The Requesting Department is responsible for preparing the agenda item for Board approval.
- 4.6.2.8.** Once the Amendment is approved, the Requesting Department initiates the change to the Purchase Order as identified above by entering a requisition if appropriate. If it is simply a date change, the Purchasing Department will update the contract module after the Board approval.

#### **4.6.3. Contract Change Orders**

- 4.6.3.1.** The Agency includes Owner's Allowance provisions in many of its Agreements, especially construction agreements, to handle

unforeseen minor changes that may be needed during the course of the Agreement. These unforeseen minor changes are implemented using a Change Order.

- 4.6.3.2. Any proposed allowance work that will exceed the established dollar or time limits must have prior Board approval. Proposed allowance work must be reviewed and approved by the Purchasing Manager and Division Officer.
- 4.6.3.3. All allowance work shall be performed in full compliance with all requirements of the Agreement.
- 4.6.3.4. The Requesting Department determines the need to perform certain types of allowance work and requests a proposal from the Bidder.
- 4.6.3.5. The Bidder must submit a detailed proposal outlining the work to be performed, time schedule and pricing within five (5) working days, unless otherwise extended by the Requesting Department.
- 4.6.3.6. The Bidder shall prepare its price for the proposed allowance work in accordance with the pricing procedures established for change orders within the Agreement.
- 4.6.3.7. The Bidder should be entitled to sufficient time to perform the allowance work but only for the number of days approved by the Agency.
- 4.6.3.8. The Agency may adjust any Agreement milestone dates affected by the allocation of time for allowance work.
- 4.6.3.9. The Agency must pre-approve all charges and time for allowance work in writing, in the form of a Change Order.
- 4.6.3.10. The Change Order shall describe in detail the allowance work to be performed, the price and time, if any, allocated for the work.
- 4.6.3.11. The Bidder shall not be authorized to perform any allowance work without an approved Change Order.

#### 4.6.4. Changes to Price

- 4.6.4.1. Price Changes including Escalation/De-escalation Clauses Procedures – Considering Price Increases.
  - From time to time there may be volatility in the marketplace or temporary changes in industry conditions which warrant

a price increase. If this occurs, suppliers may submit a request for a price increase along with supporting documentation for Purchasing's consideration. If the Agreement 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 Manager no later than ninety (90) days prior to the escalation date stated in the Agreement. 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) days prior to the date notice is required for the previous year.
  - “CPI2” – The published CPI for the month ending sixty (60) days prior to the date notice is required for the year in which the contract is being adjusted.
- The Purchasing Manager will consider the index and other pertinent information provided by the supplier in support of their request and also consult with the end-user or manager who oversees that budget. Purchasing will 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 sites including DemandStar. The Purchasing Department may calculate the inflation price adjustment with the following formula:

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

**4.6.4.2. No more than one price increase will be accepted per contract year.** Escalation/De-escalation Clauses Procedures – DECREASING PRICE:

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

**4.6.5. Changes to Bidder**

- 4.6.5.1.** Occasionally the Bidder 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.
- 4.6.5.2.** The Agency is not obligated to honor the assignment or sale of its contract unless prior approval of the Agency is obtained.
- 4.6.5.3.** The Purchasing Department and the Requesting Department will evaluate the proposed bidder to determine whether the proposed bidder would be deemed responsible. Review by the Finance Department can be obtained if deemed necessary.
- 4.6.5.4.** If the Purchasing Department and the Requesting Department deem the proposed contractor 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.
- 4.6.5.5.** The Novation or Assignment is signed by the original Bidder or Contractor as well as the new party.
- 4.6.5.6.** The General Manager is authorized to execute Novation Agreements in the approved form when the annual expenditures do not exceed \$100,000. All other Novation Agreements require approval by the Board.

- 4.6.6. The Purchasing Manager, in coordination with the General Counsel's Office is responsible for ensuring the proper method of changing an Agreement is used.
- 4.6.7. In emergency circumstances, exceptions to these requirements may be approved by the Purchasing Manager and the General Manager and should be approved in advance of issuing authorization to the Bidder.

#### **4.7. Performance Monitoring**

##### **4.7.1. Project Manager's Responsibility**

- 4.7.1.1. Monitor the Purchase Order or Agreement to ensure that the Bidder complies with the terms and conditions of the Bid/Proposal, Purchase Order or Agreement –i.e. verify that goods are received and/or services completed and that invoice prices are in accordance with the Agreement prior to signing off ;
- 4.7.1.2. Ensure that any proposed Amendment or Change Order is market and price competitive and does not materially change the original scope of work;
- 4.7.1.3. Report any Bidder performance deficiencies to the Purchasing Department; and participate in facilitating resolution through meetings. Assist with documentation.
- 4.7.1.4. 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 Bidder of the default or breach, evaluation of possible curative action on the part of the Bidder, or action to be taken regarding seeking payment or performance through the bonding company if the project is bonded.

##### **4.7.2. Purchasing Department Responsibilities**

- 4.7.2.1. Ensure that the Agency obtains the needed commodities or services on time and the Contractor receives proper compensation;
- 4.7.2.2. Avoid issuance of unnecessary or excessively priced change orders or modifications;
- 4.7.2.3. Coordinate with end-user departments to facilitate and resolve disputes with the Bidder;

- 4.7.2.4. Review Bidder performance and contract documentation when appropriate.
- 4.7.2.5. Provide training and advice to end-user Departments on Supplier Relationship Management and owner's Contract Responsibilities. ;
- 4.7.2.6. Document any resolutions or lack thereof.

#### **4.8. Renewals**

- 4.8.1. In order to renew a contract, the original procurement and Board award must indicate that renewals can be considered and the contract must allow for renewals.
- 4.8.2. For contracts awarded as a result of a solicitation, the Purchasing Department will provide the Requesting Department with a Notice of Expiration/Recommendation for Renewal at least 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 form including:
  - 4.8.2.1. A statement as to whether the Contractor's performance has been satisfactory;
  - 4.8.2.2. 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).
  - 4.8.2.3. Verification that all applicable licenses including occupational licenses are current.
  - 4.8.2.4. 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.
  - 4.8.2.5. The Purchasing Department will draft an agenda item for each Board meeting and list the associated renewals on the spreadsheet attachment.



**4.8.3.** 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 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.

#### **4.9. Cancellation or Termination of Purchase Orders and Agreements**

##### **4.9.1. Cancellation of Purchase Orders**

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

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

##### **4.9.2. Cancellation of Solicitation**

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

**4.9.2.2.** The Purchasing Department will publish a Notification of Cancellation via the agency's on-line provider such as Onvia DemandStar and also on the agency's website.

##### **4.9.3. Termination of Agreements**

**4.9.3.1.** When a Requesting Department wants to terminate an Agreement, the Requesting Department should first consult with the Purchasing Department to discuss the reasons for termination, options and ensure continuity of supply of goods 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 Manager will call the supplier prior to them receiving the written termination as a good business practice.

- 4.9.3.2.** Prior to termination the Requesting Department should document problems as they occur and notify the Purchasing Department. This documentation is essential.
- 4.9.3.3.** The termination must occur in accordance with any procedures stated in the Agreement, including any cure notices.
- 4.9.3.4.** The Requesting Department, Purchasing Department, and the General Counsel's Office work in concert to accomplish the termination.
- 4.9.3.5.** Agreements awarded by the Board must be terminated by the Board.

## **5. VENDOR/BIDDER RELATIONS, COMMUNICATION AND PERFORMANCE**

### **5.1. 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 should refer to the Agency's website to confirm that they have the most current version of the Purchasing Procedures Manual as changes may be incorporated from time to time.

### **5.2. Vendor Registration**

The Agency uses Onvia DemandStar to notify Vendors by e-mail or fax about Agency bidding opportunities. To receive notifications, Vendors MUST register with Onvia DemandStar by going to <http://www.onvia.com/demandstar-subscriptions> or by calling 1-800-711-1712. By registering, Vendors that have downloaded a bid opportunity will automatically receive notification of related addenda.

Vendors that register solely for Tampa Bay Water, under the Onvia DemandStar Free Agency checkbox, receive this notification service at no cost.

### **5.3. Bidder Qualifications**

- 5.3.1. 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.
- 5.3.2. 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.

### **5.4. Bidder Notification**

- 5.4.1. The Agency solicits Bids/Proposals through Onvia DemandStar and on the Agency's website through a link to Onvia DemandStar.
- 5.4.2. Under no circumstance will Bid/Proposal documents be made available to prospective Bidders prior to the Public Notice.

## **5.5. Communication Between Bidders and the Agency**

- 5.5.1. All communication during the Bid/Proposal process must be directed to the Purchasing Department.
- 5.5.2. Bidders and their representatives may not speak with, lobby or communicate in any fashion, with the Board of Directors, General Manager, any evaluation 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.
- 5.5.3. 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, 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 Onvia DemandStar 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.

## **5.6. Proper Authorization**

No suppliers should perform any service or deliver any commodities without a duly authorized Purchase Order, Agreement, Change Order or Amendment. Staff are not authorized to verbally commit the agency for goods or services outside of the processes outlined in this manual. The

Agency is not liable for payment of any commodities or services received without such authorization.

## **5.7. Evaluation of Bids/Proposals**

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

**5.7.1.1.** A responsive Bid/Proposal is one that conforms in all material respects to the Specifications.

**5.7.1.2.** 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.

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

**5.7.3.** For a full discussion of the Bid and Award process, see Chapter 4.

## **5.8. Drug Free Work Place 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.

## **5.9. Public Entity Crimes**

**5.9.1.** 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 threshold amount

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

- 5.9.2.** A public entity may not accept any Bid, Proposal, or reply from, award any Contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO 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.
- 5.9.3.** 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.

**5.10. 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.

### **5.11. 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 into or renew a contract with an agency or local government entity for goods or services of

- a) 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 s. 215.473; or is engaged in business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

### **5.12. 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.

### **5.13. Protest Procedures**

#### **5.13.1. 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.

#### **5.13.2. Definitions**

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.

#### **5.13.3. Procedures for Formal Bids, Requests for Proposals and Informal/Small Procurements above \$20,000:**

- 5.13.3.1.** 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.”
- 5.13.3.2.** Any person who is adversely affected by the Agency 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.
- 5.13.3.3.** 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.



- 5.13.3.4.** Any agency staff member who receives the notification of a protest, should notify the Purchasing Manager. The Purchasing 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 Manager will guide staff through the response and ensure compliance with policy and statutes.
- 5.13.3.5.** The formal written protest 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.
- 5.13.3.6.** Saturdays, Sundays, State, and Agency holidays shall be excluded in the computation of the 72-hour time periods.
- 5.13.3.7.** 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.
- 5.13.3.8.** The Agency shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, State, and Agency holidays, after receipt of a formal written protest.
- 5.13.3.9.** If the subject of a protest is not resolved by mutual agreement within 7 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 7 days. The explanation shall include:
  - The notice and summary of grounds
  - Evidence received
  - All written statements submitted
  - Any decision overruling objections
  - All matters placed on the record after an ex parte communication
  - The official transcript
  - Any decision, opinion order, or report by the presiding officer.
- If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state 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 Chapter 120.57 F.S.
- **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.**

**5.13.4.** Procedures for Informal Bids/Proposals under \$20,000

Protests regarding small purchases under \$20,000 will be handled by the Purchasing Manager who will consult General Counsel as needed. Final appeals will be presented to the General Manager. The Purchasing Manager and Requesting Department Manager will hold a close-out meeting as needed.

## **6. INSURANCE, BONDS AND DEPOSITS**

### **6.1. Introduction**

The purpose of this chapter is to describe the responsibility of the Purchasing Department, Human Resources, Risk Management, and Requesting Departments with regard to 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 in contracts.

### **6.2. Insurance Requirement**

- 6.2.1.** 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.
- 6.2.2.** 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.
- 6.2.3.** The Purchasing Department will obtain from the Bidder the initial documentation of insurance coverage and forward it to Risk Management. Bonds will be retained by the Purchasing Department. 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 Purchase Order.
- 6.2.4.** 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.
- 6.2.5.** Risk Management will maintain certificates of insurance for the life of the project/contract.
- 6.2.6.** In the event that 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.

### **6.3. Bonds and Deposits**

#### **6.3.1. Performance Bond**

**6.3.1.1.** Performance bonds are required on all construction projects exceeding \$200,000 (see 255.05, Florida Statutes). Additionally, the Purchasing 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.

**6.3.1.2.** 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 part II of Chapter 625, 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.

#### **6.3.2. Payment Bond**

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

**6.3.2.2.** 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 part II of Chapter 625, 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.

#### **6.3.3. Bid Bond or Guaranty of Good Faith Deposit**

The Purchasing 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 will be effective for the time the Bid/Proposal is effective. Any check or money order will be retained for the same period.

#### **6.3.4. Amount of Bond or Deposit**

##### **6.3.4.1. Performance Bond:**

- Construction Contracts: 100% of contract price
- All other contracts: 25% of the annual price to 100% of contract price.

##### **6.3.4.2. Payment Bond: 100% of contract price.**

##### **6.3.4.3. Bid Bond or Guaranty of Good Faith Deposit: At the discretion of the Purchasing Manager, but generally 5% of the bid price.**

#### **6.3.5. Processing of Bonds and Deposits**

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

##### **6.3.5.2. The company acting as surety for any bond issued shall be licensed to do business in the State of Florida as stated in 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.**

##### **6.3.5.3. 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.**

##### **6.3.5.4. 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.

- 6.3.5.5.** 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 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.
- 6.3.5.6.** Upon Award, fulfillment of all post-award and/or contract requirements, the Purchasing Department shall ensure that bonds and other deposits are returned.

## **7. PURCHASING CARD (P-CARD) PROCEDURES**

The Purchasing Card Program (P-Card Program) is designed to improve efficiency in processing low dollar purchases, travel expenditures, and emergency purchases from 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 Accounts and Authorized Use**

All cards are clearly identified on the face as described:

- Embossed: employee's name, account number, expiration date, and sales tax exemption number;
- Printed: Agency logo.

Cardholders are authorized to purchase goods and services with a P-Card as long as they are in accordance with the Agency's Purchasing and Travel Policies.

### **P-CARDS SHALL NOT BE USED TO CHARGE ITEMS OR SERVICES FOR 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 Form.

P-Card holders must be full-time employees who have successfully completed the new hire probationary period and frequently purchase commodities and services for the Agency.

The Purchasing Department is responsible for proper 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 signing a Cardholder agreement.

- 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 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 the receipt of renewal or replacement cards.

### **Prohibited Fees, Taxes or Purchases on P-Card Accounts.**

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 inappropriate charges 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 needs to be sent to the Finance Department along with supporting documentation of inappropriate charge.

**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 Florida sales tax. The Agency's tax-exempt identification number is printed on the face of the p-cards and should be sufficient information for the Vendor to honor the tax-exempt status. It is recommended that cardholders obtain a copy of the Tax-Exempt form for verification if needed.
  - JP Morgan is not responsible to charge back sales taxes to the vendor.

**Responsibilities**

**The Purchasing Department Responsibilities:**

- Assume overall responsibility for administering the P-Card Program.
- Request cards from JP Morgan with approved P-Card Request Form.
- Set up new Cardholders in the Agency's Financial System.
- Establish and maintain P-Card Program Procedures.
- 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 the JP Morgan on Cardholder issues.
- Assist in resolving elevated disputes if Cardholder/P-Card Clerks efforts are unsuccessful

- Establish an internal audit program and conduct the audits periodically but no less than annually. Report results to Chief Financial Officer.

#### **Division Officer Responsibilities:**

- Designate P-Card Clerk:
- Request p-cards and authorization limits/levels.
- Ensure staff follows the P-Card Program Procedures.
- Ensure purchases by Division cardholders follow established 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 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.
- Ensure purchases supporting documentation is retained in accordance with state requirements.
- Address situations involving improper use.

#### **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.
- Provide new assigned cardholders the internal control, transaction review and approval procedures prior to them attending P-Card training.
- Review the weekly statements for 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 to appropriate transactions and release them into workflow.
- Notify cardholder's manager of updates within the P-Card Program.
- Assist in assigned cardholder's reconciliation.

#### **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 your cardholders\employees are aware of and follow transaction, daily, and monthly card limits and that budget limitations are being reviewed.
- Review the weekly statements for your 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.

#### **Cardholder Responsibilities:**

- Ensure that all purchases have a valid business purpose and comply with Agency policy.
- Ensure that purchases follow P-Card Procedures and are in compliance with the Agency's Purchasing Policy.
- Obtain original detailed invoices or itemized receipts for all purchases and provide to P-Card Clerk to upload them for reconciliation. If detailed invoice or itemized receipt is not provided by the merchant, the Cardholder should provide a picture of the items purchased to the P-Card Clerk.
- Add the General Ledger code to the receipt. If the item description is not clear on the receipt write it in. If an item is purchased for an employee, indicate the employee's name.
- Include Work Order or applicable Contract Number on the receipt if appropriate.
- 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 needed contact P-Card Clerk or Purchasing Department.
- Secure P-card and/or account information.
- Provide supporting documentation/information as requested or required.
- Notify warehouse staff via phone call or email the warehouse, at [warehouse@tampabaywater.org](mailto:warehouse@tampabaywater.org), for orders with items being delivered to the warehouse.
- If a vendor requires a signature on documentation, other than charge slip, send the document to Purchasing 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 additional documentation signature.

#### **Finance Department Responsibilities:**

- Review 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 discover any unresolved disputed charges, credits, or billing errors.
- Provide supporting documentation to the Purchasing Department, if needed, to investigate any potential misuse or fraud.
- Maintain and secure any agency “check-out” or other special use cards to be used by Agency staff for vendor bill payment, etc.
- Ensure Agency policies and procedures are followed when the special use cards are used for travel, vendor bill payment, etc.

### **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.

Level Suggestions	Purchase Examples	Transaction Limit	Monthly Limit
Level One Cardholder Dept.	Working Lunches; Event Supplies; Books; Memberships	\$500	\$1500
Level Two Cardholder Dept.	Travel; Equipment; Tools; Safety Supplies; Vehicle parts and services	\$1,000	\$2,500
Level Three Cardholder Division	Inventory; Tools; Maintenance Supplies	\$5,000	\$10,000/\$20,000/\$30,000 depending on position and needs
Level Four Cardholder Division	Utility Bills Chemical and other Invoices	\$ TBD	\$TBD

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.

If spending limits need to be changed, the cardholder’s manager must submit a Purchasing Card Request Form to the Purchasing Department, to forward to the Division Officer and Chief Financial Officer for their review/approval.

### **Training**

Purchasing will schedule P-Card Program training for any new cardholders and approvers.

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

- Cardholder Manager training

- P-Card Clerk training
- P-Card training (for Cardholders)

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 system by the Purchasing Department.

## **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 set 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.
- Provide the Approved form to the P-Card Clerk or directly to 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 assigned 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 form to the P-Card Clerk who will check the availability of their assigned 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 issue 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)

### **Signature Authority**

If the vendor requires a signature on anything, the cardholder should send the document to their purchasing representative and ask for further instructions prior to making the purchase. Purchasing will obtain legal counsel approval and route the document for signatures. Once completed, the cardholder can make the purchase. In this case, it may be quicker and easier for the cardholder to find a vendor that does not require additional documentation signature.

### **Card Account Security**

#### Card/Account Number

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

### **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 Purchasing Department.
- If a card account has suspected fraudulent activity, the Cardholder must immediately notify JP Morgan by calling (800-316-6056 and then the Purchasing Department to deactivate your user ID. The Cardholder, P-Card Clerk or the Cardholder's Manager 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 forward it to the Purchasing Department.
- Upon resolution, the Purchasing Department, Cardholder or P-Card Clerk must complete the Fraudulent Activity Follow-up Action/Resolution Section of the Form.
- Issuances of Replacement Cards are generally received within ten (10) working days of the request.

### **Termination of Cardholder**

- When a Cardholder ends employment, changes job status or transfers to another Department, the Cardholder's Manager is responsible to ensure the card is collected and returned to Purchasing.
- If the Cardholder's Manager is unable to collect the P-Card when an employee is terminated, transferred or for any other reason, the Cardholder's Manager must immediately notify the Purchasing Department, who will ensure that the p-card is cancelled.
- Cardholders are required to submit all supporting documentation to the P-Card Administrator or Cardholder's Manager for any final p-card transactions prior to voluntarily ending employment.
- Human Resources will notify the Purchasing Department via email of terminated employees to cancel any active P-Cards.
- 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 MUNIS workflow set-up.

### **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 Purchasing Department.
  - 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.
  - If an item is purchased for an employee such as a tool or laptop, the cardholder must also write on the receipt the name of the employee it was purchased for.

- 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 MUNIS, unless a third-party billing vendor processed the transaction. Additional supporting documentation should be provided when cardholder is aware of this process.
- Cardholders are to forward receipts to their assigned P-Card Clerk as soon as possible after the transaction, but no less than weekly for reconciliation. 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 as long as 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 should then be forwarded to the cardholder's P-Card Clerk to be attached to the appropriate statement/transaction in MUNIS.

#### 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 [purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org) and [accountspayable@tampabaywater.org](mailto:accountspayable@tampabaywater.org).
- 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.

#### **P-card Minor Procedure Violations/Point System:**

##### P-Card Procedures - Minor Non-Compliance

- 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 backup receipts; late reconciliations; incorrect coding for transactions; unresolved billing issues and exceeding budget levels.
- The Cardholder, Cardholder's Manager, and P-Card Clerk will be informed of points.
- All new cardholders will have a 90-day grace period to become familiar with the P-Card procedures.
- If a Cardholder incurs three points, the Cardholder's p-card will be suspended until the Cardholder attends refresher 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.

### **Major Violations of P-Card Procedures**

- If a Major Violation is suspected by the P-Card Clerk, the Clerk should notify the Purchasing Department. The Purchasing Department will review available information. After potential violation review is completed, the Purchasing Department will either:
  - Respond to the P-Card Clerk that the information provided clarifies the situation surrounding the transaction(s) and the review has ended or
  - Advise the Chief Financial Officer and Human Resources of cardholder's potential infraction for their further review and action
- If a Major Violation is suspected by the Purchasing Department, Cardholder's Manager, or Finance Department they will advise the Chief Financial Officer and Human Resources for their further review and action.
- The Chief Financial Officer and/or Human Resources shall request reports, information and other assistance from the Purchasing Department, Finance Department, 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 a 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. Splitting purchases.
- 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 reconcile transactions on a timely basis repeatedly

- A pattern of missing receipts.

### **P-Card Reinstatement Request**

- If a P-Card has been revoked, a P-Card Reinstatement Request can be submitted using the P-Card Request 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 Purchasing Department will process the request. The Purchasing Department will distribute the new p-card to the Cardholder after signing a new Cardholder agreement and attending training.
  - If the Card Reconsideration request is denied, the Chief Financial Officer will forward a copy of the denial to the Requesting Department Division Officer.
- 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.

## 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 recommend 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 enterprise (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 Purchase Order, 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 services or Commodities at a stated amount.

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

**Qualified Products List (QPL)** – an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, the Agency has determined will meet the applicable specification requirements.

**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 services and Commodities 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 services or commodities.

**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).