CONTRACT #2

INVITATION TO BID
COVER SHEET

FINANCE & ADMINISTRATION DIVISION
CHRISTINA SACKETT, CFO

PURCHASING DEPARTMENT
NAME/TITLE OF PURCHASING REP
WEBSITE: http://www.tampabaywater.org
E-MAIL: purchasing@tampabaywater.org
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102

BID/CONTRACT NO: ASSIGNED NUMBER
TITLE: ASSIGNED TITLE

BID OPENING: Time a.m./p.m. Eastern Standard Time (EST), on Date

IMPORTANT NOTICE: Tampa Bay Water issues its solicitations electronically through its contracted vendor, DemandStar. All Addenda to such solicitations will be issued exclusively through DemandStar. If you have obtained this solicitation from a source other than DemandStar, you will not be listed on the planholders list and may not receive notification of any Addenda(s) issued. Failure to receive any issued addenda shall not relieve the Bidder from any obligation(s) contained in the addenda.

To access Tampa Bay Water solicitations, any resulting Addenda and Bid results, go to: www.tampabaywater.org.

If you need assistance in registering with DemandStar, please call 1-206-940-0305 or send an email to demandstar@demandstar.com.
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BID DATA PAGE
KEY DATES AND IMPORTANT INFORMATION

BID TITLE: Assigned Title

BID NUMBER: Assigned Number

DESCRIPTION OF BID: Brief Paragraph Describing the Bid

BID SUBMITTAL DEADLINE: Day, Date, Year, at Time a.m. / p.m. (EST)

BID SUBMITTAL LOCATION: Bidder is directed to deliver its sealed Bid to the following address no later than the above-referenced Bid Submittal Deadline:

Tampa Bay Water
Records Department – Attention: Purchasing
2575 Enterprise Road
Clearwater, FL 33763

All Bids should be labeled with the Bidder's name and marked “SEALED BID FOR [insert Bid Title and Bid Number]”.

OPENING OF BIDS: Bids will be publicly opened at the above address on the date of the Bid Submittal Deadline at Time a.m. / p.m. (EST).

PRE-BID CONFERENCE: Date, Time, at Location

BID BOND/SECURITY REQUIRED: No: _____ Yes: ____ [check one]
If “Yes”, then the Bond/security shall be in the amount of Amount $______ OR _____% of the sum of the computed total amount of Bidder’s Bid. Bidder is hereby directed to Part II General Conditions, Section 10 Bid Bond portion of this Invitation to Bid for more information regarding the required Bond/security, if applicable.

FOR ADDITIONAL INFORMATION CONTACT:
Name of Purchasing Representative:
Title:
Telephone:
E-Mail: Email Address and purchasing@tampabaywater.org
STATEMENT OF “NO BID”

IMPORTANT NOTICE TO CONTRACTORS/SUPPLIERS: Your feedback is important to us. If you do not intend to submit a Bid, please return this Statement of “No Bid” noting your reason below and email it to records@tampabaywater.org. You may also mail it to this address:

TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FL 33763

Bid Number: ____________________________________________
Title: __________________________________________________

If you elect not to submit a bid/proposal, please indicate the reason below:

☐ We do not offer this product/service or an equivalent
☐ Our schedule would not permit us to perform
☐ Insufficient time or resources to respond to solicitation
☐ Unable to meet specifications
☐ Specifications not clear
☐ Unable to meet bond and/or insurance requirements
☐ Specifications “too tight”/restrictive (i.e. geared to specific brand or manufacturer)
☐ Subcontractor (submitted bid to General Contractor)
☐ Other (please explain): ______________________________________________________

________________________________________

Signature: ______________________________________ Date: ______________________

Name: _________________________________________ Title: __________________________

Company: ______________________________________
Address: ______________________________________
Telephone: ________________ E-Mail: ________________________________
PART I - GENERAL INFORMATION AND INSTRUCTIONS

1. **BACKGROUND**
   Tampa Bay Water, A Regional Water Supply Authority, is requesting sealed Bids for **Assigned Title**.

   Tampa Bay Water is Florida’s largest provider of wholesale drinking water. Our mission is to reliably supply high-quality water to meet the area’s present and future needs in an economically and environmentally sound manner. We are a regional agency created by an inter-local agreement among our member governments through state enabling legislation. We have a nine-member Board of Directors made up of representatives from the three counties and three cities we serve: Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa.

   Bidders can familiarize themselves with our agency at [www.tampabaywater.org](http://www.tampabaywater.org). Tampa Bay Water was recreated in 1998 as the result of a two-year negotiation process that changed the name, structure and operations of the West Coast Regional Water Supply Authority. Our predecessor, the West Coast Regional Water Supply Authority, was created in 1974. Tampa Bay Water is now a multi-source provider of drinking water including groundwater, surface water, and desalinated seawater. Tampa Bay Water is a non-profit governmental agency funded through wholesale water rates by its member governments. Our member governments serve about 2.3 million residents in the Tampa Bay area.

2. **COOPERATIVE BID INTENT (If applicable)**
   2.1. Provision for other Government Entities (not included below):
       It is the intent of this Specification to make available to other government entities of the State of Florida the right to purchase, by mutual agreement with the Contractor, the same equipment and/or services, at the contract prices, for the term of this contract.

   2.2. Intent
       This is a co-operative bid for the purpose of establishing contracts for the annual requirements of **Assigned Title**, to be ordered on an as-needed basis by, but not limited to, the following government entities:
       - Tampa Bay Water, A Regional Water Supply Authority
       - List other entities here.

   2.3. Award
       Award shall be consistent among all of the government entities but each entity shall make their own award. Award will be made to the lowest responsible and responsive Bidder. Neither Tampa Bay Water nor the (list other entities) will be responsible for any transactions between the successful Bidder and any other public entity that may elect to utilize this Bid.

3. **BID OVERVIEW AND BACKGROUND**
   Overview of the Goods and/or Services being requested, their purpose and/or use and other general information helpful to bidders would be inserted here.

4. **BID PRICE FORM**
   Quotations for services are to be provided on the Bid Price Form included herein, and shall be completed in ink or typewritten. Owner's Allowance, if specified in the Bid Price Form included herein, is to be included in the proposed total Contract price. If included, Bidder must complete the Bidder’s Experience Form included herein.
Bidder must fill in all blank spaces on the Bid Price Form included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the Bid response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this Bid. No submission by the Bidder, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special conditions in this Bid solicitation are the only conditions applicable to this Bid and Bidder’s authorized signature affixed to the Bid response constitutes acknowledgment of this fact.

Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.

5. ADDITIONAL INFORMATION REQUIREMENTS

To demonstrate qualifications to furnish the specified goods and/or services under the Contract, Bidders must be prepared to submit written information, within five (5) business days of Tampa Bay Water's request, such as the bidder’s three (3) most recent audited financial statements, unaudited financial reports if audited reports are not available, prior experience, references, and previous contracts for similar goods and/or services.

6. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Price Form, all requested attachments, and the bid security (if applicable) shall be included in the submittal package containing the Bid. The following documents, together, comprise a Bid.

- Addenda Acknowledgement Form
- Bid Price Form
- Signature Form
- Non-Collusion Form
- Bid Bond or Cashier’s Check
- Bidder’s Reference List
- (For Chemical Bids) NSF Certification in Bidder’s name and primary distribution facility location.
- (For Chemical Bids) Regulatory Actions (including but not limited to copies of the following):
  - Fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities.
  - OSHA Form 300A Summary of Work Related Injuries and Illnesses log for the past three years (if Bidder utilizes a third party delivery company or affiliated company, then they shall submit the OSHA 300A Summary of Work Related Injuries and Illnesses log for that company as well).
  - Names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies, over the past five (5) years.
  - Detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury, and national Response Center Notifications (“safety incidents”) for all chemicals it delivery or manufacturers for the past five (5) years.
  - Detailed information regarding all sentinel, catastrophic, hazmat clean-up or police activity, even if death or injury had not occurred.
Failure to disclose references, terminations, or safety incidents may result in Bidder being disqualified from bidding. Omission of, or failure to complete, any portion of the required documents at the time of the Bid opening may be cause to reject the entire bid.

7. **SALES AND USE TAXES**
   Tampa Bay Water is exempt from State sales tax on equipment or materials purchased directly from the Bidder. Such taxes should not be included in the quoted prices.

8. **COMPLETE PRICING**
   All prices quoted must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to Tampa Bay Water. It is understood and agreed that all items offered or shipped as a result of this Bid shall be new, current, standard model available at the time of the Bid. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

9. **MULTIPLE BIDS PROHIBITED**
   Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to Tampa Bay Water that any Bidder has an interest in more than one Bid for the goods and/or services under the Contract, all Bids in which such Bidder has an interest shall be rejected.

10. **AUTHORIZED SIGNATURE**
    The Bidder shall sign its Bid in the appropriate blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bid.

    Failure to provide evidence of authority may cause the Bid to be regarded as not properly authorized and may subject it to rejection (disqualification).

11. **SUBMITTAL DATE AND PACKAGE REQUIREMENTS**
    Sealed Bids for goods and/or services under the Contract must be received in Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than Time a.m./p.m. (EST), Date. A signed original, one digital copy on a CD or flash drive and two (2) copies of the Bid response must be received on or before this deadline. Responses will be retained as property of Tampa Bay Water. As such, all responses are public record, subject to public review. The Bid response marked "original" must contain a manual signature of the authorized representative of the Bidder; all others may be photocopies.

    Sealed Bids must be submitted in accordance with the deadline and clearly marked "Sealed Bid" and addressed as follows:

    TAMPA BAY WATER
    2575 Enterprise Road
    Clearwater, Florida 33763-1102
    Attention: Records Department

    TAMPA BAY WATER CONTRACT # Assigned Number
12. PRE-BID CONFERENCE AND INQUIRIES
A Pre-Bid Conference will be held on Date at Tampa Bay Water’s office located at Name and Address of location. Attendance at the Pre-Bid Conference is mandatory OR not mandatory but highly encouraged and all prospective Bidders are strongly encouraged to attend. Any questions concerning this Bid solicitation process, required submittals, evaluation criteria, Bid Price Form, selection process or any other matter regarding this procurement should be directed to Name of Purchasing Rep. at Tampa Bay Water, Phone Number, or Email Address. All questions received prior to the Pre-Bid Conference will be discussed at the Pre-Bid Conference. Anyone requiring reasonable accommodations for this conference should contact Tampa Bay Water’s Human Resources Department at 727/796-2355 at least three working days prior to this conference. If additional questions arise after the pre-bid, the Bidder must submit a written inquiry to request information or clarifications. Tampa Bay Water will accept additional written inquiries at the email address above until the close of business on Date. If additional information is provided, it will be provided to all Bidders via a written addendum. All addenda will be published via Tampa Bay Water’s online provider, DemandStar and also accessible via link on Tampa Bay Water’s website.

13. DESIGNATED CONTACT
Tampa Bay Water is committed to a fair, open process for interested parties to receive information about the Bid and/or award of the Contract. All questions concerning this Bid and/or the procurement process must be directed in writing to the Tampa Bay Water Purchasing Representative as designated below or via the general purchasing email address below.

   Purchasing Representative
   Tampa Bay Water, 2575 Enterprise Road, Clearwater, FL 33763
   Email
   purchasing@tampabaywater.org

All inquiries or requests for clarification must be submitted in writing and are subject to distribution to all Bidders. Any contact with Tampa Bay Water staff, Board members, Tampa Bay Water Advisors (other than listed above), and other key Project stakeholders by a Bidder concerning any matter relating to this procurement is prohibited and is grounds for disqualification of the Bidder.

14. ADDENDA
Tampa Bay Water reserves the right to revise or amend this Invitation To Bid (“ITB”). Such revisions and amendments, if any, shall be announced by Addenda to this ITB and posted via Tampa Bay Water’s online provider, DemandStar and available via link on Tampa Bay Water’s website. The Bid opening shall be at least five (5) working days after the last Addenda.

15. ACCEPTANCE AND RIGHT OF REJECTION
Bidder understands that Bids are to remain open for an acceptance period of ninety (90) days after the bid opening date for evaluation purposes. Tampa Bay Water reserves the right to reject all bids.

16. WAIVER OF MINOR IRREGULARITIES OR ERRORS
Tampa Bay Water reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the ITB or which do not prejudice other Bidders; or (2) to reject any
and all Bids submitted as non-responsive. Conditional Bids or those which take exception to any provision of the ITB may be considered non-responsive and may be rejected.

17. **AWARD**

Tampa Bay Water will award the Contract included herein to the lowest responsive, responsible Bidder deemed most qualified to provide the specified goods and/or services under the Contract included herein. The successful bidder must be registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at [http://dos.myflorida.com/sunbiz](http://dos.myflorida.com/sunbiz).

Notification of Tampa Bay Water’s award resulting from this solicitation will be posted through Tampa Bay Water’s on-line provider, DemandStar and on Tampa Bay Water’s website.
PART II GENERAL CONDITIONS:

BIDDER'S ACKNOWLEDGEMENTS

1. EXPENSES
Tampa Bay Water accepts no responsibility for any expenses incurred in the Bidders’ preparation of the Bids; such expenses are to be borne exclusively by the Bidders. All costs and expenses incurred by a Bidder, or any person working on behalf of a Bidder, in connection with the ITB, including the preparation and submission of a Bid, providing additional information, attendance at meetings, and any other actions taken by a Bidder in response to the ITB shall be the sole responsibility of the Bidder. Tampa Bay Water and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by Bidder, team members or any other person as a result of this ITB.

2. INTERPRETATION
By submitting a Bid, Bidders acknowledge that Tampa Bay Water is the interpreter of these Goods And/Or Services Contract Documents.

3. PUBLIC RECORDS
   3.1. Each Bidder, by submitting a Bid, acknowledges the agency’s legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Tampa Bay Water be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.

   3.2. Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Bidders are informed that Tampa Bay Water is subject to the Florida Public Records and Sunshine Laws.

   3.3. Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.

      a. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.

      b. Upon request from the Agency’s custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

      c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

      d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor, or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or
confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency’s custodian of public records, in a format that is compatible with the information technology systems of the Agency.

3.4. Each BIDDER, by submitting a bid further understands that if awarded a contract, the following instructions will apply throughout the life of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY’S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.

4. CONTRACT FORM AND ACCEPTANCE
The Bidder has familiarized itself with the nature and extent of the Contract Forms included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the Contract included herein. Bidder accepts the terms and conditions of the Contract. The Bidder proposes and agrees that if this Bid is accepted it shall enter into a contract with Tampa Bay Water in the form included herein as the Contract and perform and furnish all goods and/or services under the Contract for the Contract price, within the Contract time, and in accordance with the other terms and conditions of the Contract included herein.

5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS
The Successful Bidder agrees that, upon receipt of the Notice Of Award, it shall execute and deliver to Tampa Bay Water two (2) copies of the Contract, the required Certificates Of Insurance, and the Florida Performance Bond and the Florida Payment Bond, (if applicable) all of which are included herein, within 15 business days of receipt of the Notice Of Award. No work can begin or goods delivered prior to Tampa Bay Water's receipt and approval of the insurance and bond forms.

6. PROVISION FOR OTHER AGENCIES
Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the Bid prices submitted in accordance with said Bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. Tampa Bay Water shall not be liable for the obligations of any other agency which uses this contract under this provision.

7. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST
7.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Bidder acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases or 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.

7.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Bidder acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of 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.

7.3. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of $1 million or more. At the time of submission of a Bid or proposal for a contract or contract renewal for goods or services of $1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

7.4. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of $1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.235(5), been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

7.5. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of any amount if the awarded company is found to have or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8. NOTIFICATION OF RIGHT TO PROTEST

Notification of Tampa Bay Water’s decision regarding this solicitation will be posted on DemandStar on-line service and accessible via the link on Tampa Bay Water’s website.

9. FAILURE TO FILE A PROTEST

Failure to file a protest within the time prescribed in section 120.57(3), Florida statutes, or failure to post a 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. This includes, but is not
limited to, any objection to or protest of this Invitation to Bid, Notice of Award, the form and content of the Bids, and/or the actions of Tampa Bay Water.

10. **BID BOND (if applicable, ALWAYS when $100K or over)**
Sealed Bids must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the Florida Bid Bond included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of __________ percent (________ %) of the proposed total Contract price of the Bid submitted. The Florida Bid Bond included herein shall be given as a guarantee that the Bidder will not withdraw its Bid for a period of ninety (90) days after the opening of Bids.

11. **STATEMENT OF NON-COLLUSION**
The undersigned, hereinafter called the Bidder, declares that the only person(s) or party(s) interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Tampa Bay Water and that the Bid is made without any connection or collusion with any person submitting another Bid on the Contract included herein.

12. **CONSUMPTION ESTIMATES**
The quantities appearing in the Bid Price Form are based on historical usage and Tampa Bay Water's anticipated needs at the time of the solicitation. However, since changes can occur, they should be considered approximate and are intended for the solicitation of bids. Payment to the Successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating bid prices.

13. **MAXIMUM DELIVERY TIME**
Maximum delivery is XXX working day(s). For example, if a maximum delivery time is 2 days, a call for delivery on Monday would require delivery on Wednesday. A call for delivery on Friday would require delivery on Tuesday. Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

14. **F.O.B. DESTINATION – FREIGHT PRE-PAID**
Successful bidder shall pay all shipping and/or freight charges. The Successful Bidder shall file all claims and bear responsibility for the products from the point of origin all the way to Tampa Bay Water's specified delivery location(s). Bid prices shall be inclusive of all shipping and freight charges, prepaid, and unloaded to location(s) specified in the bid documents. Actual delivery addresses shall be identified at time of order.

15. **SIMILAR SERVICES**
The Bidder acknowledges and agrees that the separate prices on the Bid Price Form, where they are applicable and deemed acceptable by Tampa Bay Water, will be used by Tampa Bay Water and the Bidder, if awarded the Contract included herein, whenever similar service is added to the Contract.

16. **FORCE MAJEURE**
The Successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner, by acts of God, declared disaster, fire, loss or shortage of transportation facilities, lockout or
commandeering of raw materials, products, plants or facilities by the government. The Successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

17. **NEW PRODUCT(S)**
The Successful Bidder shall guarantee that the product(s) provided under this contract shall be new and shall be of first quality as to the raw materials and methods of manufacture used for said product(s). If circumstance arise causing the Successful Bidder to offer reconditioned, used or refurbished product, the Successful Bidder must first obtain permission in writing from Tampa Bay Water and shall resume providing new products at the earliest possible time.

18. **VENDOR'S STOCK**
The Successful Bidder shall agree to maintain access to sufficient stock of any item awarded in this Bid. The lead time(s) for such stock shall not exceed the lead time or maximum delivery time period(s) as specified in this bid. Should product not be available, Tampa Bay Water reserves the right to procure product from another source and charge any additional costs for such procurement including expedited shipping to the Successful Bidder.

19. **WARRANTY**
The Successful Bidder shall guarantee that all product supplied shall meet specifications upon delivery and be free from defects in material, composition or performance for a period of one-year after acceptance by Tampa Bay Water, or the manufacturer’s standard warranty period, whichever is greater. Acceptance shall be defined as 30 days after delivery or as specifically defined elsewhere in this document (reference the section if you use this) whichever is greater. Successful Bidder shall bear all costs to replace goods, their spare parts or components in full and/or repair defects within this timeframe, including transportation of goods to and from a designated repair facility and shipping costs of replacement parts.
PART III ADDITIONAL CONDITIONS

1. OWNER’S RIGHTS
Tampa Bay Water reserves the right to reject any and all Bids, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful Bidder, and reserves the right to disregard all nonconforming, non-responsive or conditional Bids and to re-solicit Bids, as maybe deemed to be in the best interests of Tampa Bay Water. Tampa Bay Water further reserves the right to delete line items from consideration. The decision made by Tampa Bay Water in selection of the successful Bidder and award of the Contract included herein will be final. Tampa Bay Water reserves the right, in its sole and absolute discretion, to:

a. Amend, suspend, or terminate this ITB;
b. Revise and modify, at any time prior to the Bid due date, factors it will consider in evaluating Bids and to otherwise revise its evaluation methodology;
c. Extend dates, time periods or deadlines in this ITB;
d. Reject any and all Bids in whole or in part which are non-conforming, non-responsive, or conditional Bids;
e. Waive minor deficiencies, informalities, irregularities or defects in a Bid;
f. Suspend and/or terminate this procurement process at any time;
g. Reissue the same ITB or a different ITB for this project;
h. Hold meetings and conduct discussions and issue correspondence with one or more of the Bidders to seek an improved understanding and evaluation of the Bids;
i. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process;
j. Accept Bids that in its judgment will be in the best interest of Tampa Bay Water;
k. Suspend, discontinue and/or terminate Contract negotiations with any Bidder at any time prior to the actual authorized execution of such Contract by all parties; and/or
l. Exercise all rights available to it under this ITB and other provisions of applicable Florida law pertaining to this ITB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Bidder, team member or any other person.

2. DISQUALIFICATION
Without limiting the foregoing, Tampa Bay Water may disqualify and reject any Bidder (including its sub-consultants, affiliates, partners and parent organizations) that:

a. Fails to include information in its Bid required by this ITB;
b. Engages in conduct prohibited by this ITB;
c. Fails to obtain the agency’s consent for any action when required by this ITB;
d. Is involved in pending litigation concerning Tampa Bay Water or its Member Governments;
e. Submits false or misleading information in its Bid;
f. Has a conflict of interest;
g. Fails to disclose any information which, if disclosed, would materially adversely affect Tampa Bay Water’s evaluation of the Bid; or
h. Otherwise fails to comply with or breaches any material requirement of this ITB.

3. NON-BINDING
The issuance of this ITB does not bind or obligate Tampa Bay Water to enter into a Contract with any person or legal entity, nor does the ITB constitute an offer to enter into a Contract with any person or entity. Tampa Bay Water and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or
submissions, or for the loss, misdirection or corruption of any such communication by Bidder with the agency. Bidder is solely responsible for meeting all deadlines and submission requirements of this ITB.

4. **INITIAL TERM**
The initial term of this contract shall be from date of award through Date.

5. **CONTRACT RENEWAL**
Owner reserves the right to renew the contract for XXX (XX) additional one-year period(s) from its expiration date. Renewal shall be contingent upon agreement by both parties to the same terms and conditions of the contract. Tampa Bay Water reserves the right to terminate the Contract per Section 5 of the General Contract Conditions.

6. **SUPPLEMENTAL CONTRACT EXTENSION PERIOD**
Tampa Bay Water has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to ninety (90) days period, at the same terms and conditions. Notice of Tampa Bay Water’s intent to extend shall be provided in writing to the Awardee thirty (30) days prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

7. **PRICE ESCALATION/DE-ESCALATION (Include if appropriate)**
Tampa Bay Water will allow a price escalation/de-escalation provision within this award. The original bid prices shall be firm for a (XXX (six months – or one year) minimum period from the date of the contract execution. A price escalation/de-escalation will be allowed only once per calendar year. The Successful Bidder must notify Tampa Bay Water, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. In the case of a price escalation/de-escalation, said notification shall include, the amount of the price escalation, and suitable proof such as documentation of the manufacturer’s price increase (or insert the appropriate index reference CPI, PPI, etc). Increases will apply only to products and/or services affected by an increase in a raw material, ingredient, labor, or another significant like cost factor. The proof must substantiate the increase and be approved by the Purchasing Manager. The price increase shall not change the Awardee’s profit margin. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

The Successful Bidder agrees to monitor market indicators and ensure that if market prices have decreased for like factors above, affecting supply and demand; that a price decrease is offered to Tampa Bay Water for the same period. Successful Bidder further agrees to provide a market evaluation to Tampa Bay Water once per calendar year as market conditions may dictate, but no later than 60 calendar days prior to each period expiration) to provide justification for a request for either an Escalation or a De-Escalation.

In no event shall either the escalation or de-escalation exceed (5%) per year.

8. **NON-APPROPRIATION OF FUNDS**
In the event no funds or insufficient funds are appropriated for expenditures under this award, Tampa Bay Water will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to Tampa Bay Water on the last day of the fiscal year in which sufficient funds have been appropriated.
PART IV BID FORMS
ADDENDA ACKNOWLEDGMENT FORM

The Bidder acknowledges that he has received Addenda Number(s):

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<tr>
<th>Number</th>
<th>Addendum Title</th>
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Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.
BID PRICE FORM

To be provided by Project Manager

PROPOSED TOTAL CONTRACT BID PRICE  (Including Owner’s Allowance)

(Amount Written in Words)

Firm Name

Firm Address

Authorized Signature

Printed Name

Phone Number

E-Mail Address
AUTHORIZED SIGNATURES
Bidder: Complete the applicable Acknowledgement for An Individual Acting in His Own Right, A Partnership, A Corporation, or a Limited Liability Corporation, (LLC) according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

State of __________________________
County of __________________________

The foregoing instrument was acknowledged before me this __ day of __________ 20__, by __________________________, who is personally known to me or who has produced identification and who did (did not) take an oath.

______________________________________________  ______________________________
Signature of Notary Public                     Signature of Affiant

Notary Public
State of: __________________________
My Commission
Expires: __________________________

______________________________________________  ______________________________
Printed, typed or stamped                     Printed or typed name of Affiant
Commissioned name of notary public

FOR A PARTNERSHIP

State of __________________________
County of __________________________

The foregoing instrument was acknowledged before me this ___ day of __________ 20__, by __________________________, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

______________________________________________  ______________________________
Signature of Notary Public                     Signature of Affiant

Notary Public
State of: __________________________
My Commission
Expires: __________________________

______________________________________________  ______________________________
Printed, typed or stamped                     Printed or typed name of Affiant
Commissioned name of notary public
FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION

State of ______________________
County of ______________________

The foregoing instrument was acknowledged before me this ___ day of __________ 20___, by
______________________________, who is __________________________ (Title)
of _______________________________ (Corporation Name) a
corporation under the laws of the State of ____________, on behalf of the said corporation.
He/She is personally known to me or who has produced identification and who did (did not)
take an oath.

______________________________  ______________________________
Signature of Notary Public       Signature of Affiant

Notary Public
State of: ______________________
My Commission
Expires: ______________________

______________________________  ______________________________
Printed, typed or stamped       Printed or typed name of Affiant
Commissioned name of notary public
NON-COLLUSION AFFIDAVIT

STATE OF ______________________
COUNTY OF ______________________

_____________________________ ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is ______________________ of ________________________, (the "Bidder") and has submitted the attached Bid;

2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;

3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;

4. The Bid is genuine and is not a collusive or sham Bid;

5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Tampa Bay Water or any person interested in the Contract.

By: ________________________________

(Corporate Seal)

Title: ________________________________

Subscribed and sworn before me this _____ day of ____________, 20__, by ________________________________, who is personally known to me or has produced ________________________________ as identification.

Notary Public:

Print Name
My commission expires:
FLORIDA BID BOND

Know all men by these presents:

That the "Bidder", _________________________________, a corporation _____, individual _____, partnership _____, of the state of Florida, qualified to do business in this State, as principal, and the "Surety", __________________________________________________________, a corporation of the state of _______________________________, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto Tampa Bay Water, A Regional Water Supply Authority ("Tampa Bay Water"), as obligee, in the sum __________________________________, lawful money of the United States of America for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Bidder has submitted to Tampa Bay Water, its Bid to which this Florida Bid Bond ("Bond") is attached, to enter into the Contract with Tampa Bay Water for __________________________________, Project No.: ________________, which Contract is incorporated herein by this reference:

NOW, THEREFORE: The condition of this obligation is that, the Bidder And Surety are jointly and severally bound by all of the provisions of this Bond, and if the Bidder faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Contract (including Addenda issued before the date of the opening of the Bid) within the time specified or any extension thereof, with or without notice to the Surety, or if the Bidder fails to comply with all requirements of the Contract (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays Tampa Bay Water the full amount of the sum set forth in this Bond as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If Tampa Bay Water makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of this Bond shall be immediately due and payable to Tampa Bay Water, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse Tampa Bay Water for all costs of collection (including but not limited to attorney's fees).

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and this Bond shall be in no way impaired or affected by any extension of the time within which Tampa Bay Water may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this Bond have the intent and meanings assigned to them in the Contract.
IMPORTANT: Sureties executing this Bond shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds cannot be in excess of the amount indicated as approved by that list.

___________________________________________________________
(Name of Surety)

___________________________________________________________
(Address)

___________________________________________________________
(Telephone Number)

___________________________________________________________
(Name of Duly Authorized Florida Agent)

___________________________________________________________
(Address)

___________________________________________________________
(Telephone Number)

Signed and sealed this __________ day of ______________________, 20______.

Bidder/Principal:

Witness

___________________________________________________________
By:_________________________________________________________

Name and Title

Surety:

Witness

___________________________________________________________
By Agent:_________________________________________________

By Attorney-In-Fact
(Attach Certified Copy of Power of Attorney)
BIDDER'S REFERENCE LIST

To enable Tampa Bay Water to evaluate the Bidder's qualification, Bidders will provide references and submit them with the bid package. Provide a minimum of three (3) and maximum of five (5) references where your company has provided similar goods or services within the last five years and include the information requested below. Tampa Bay Water employees may not be used as references. Separate sheets or your own form may be utilized, however, all the information should be provided. Inadequate information provided to verify Bidder's experience and qualifications may result in disqualification.

Provide the following information for each of the references. (Minimum 3/Maximum 5)

Company Name:
Company Address:
Contact Person:
Contact Email Address:
Contact Phone Number:
Nature of Contract:
Dollar Value of Contract:
Start and End Dates of Contract:
PART V – SUPPLEMENTARY CONDITIONS
PART VI – TECHNICAL SPECIFICATIONS
PART VII – SAMPLE CONTRACT FORM

Proposers please note that this contract is a sample and is intended to provide you an opportunity to review the contents and specifically the terms and conditions, associated bonds and anticipated insurance requirements based on current cost estimates. Also, there may be references to specific Attachments and/or Exhibits that are intended to be or may be incorporated into the final Contract depending on negotiated final scope of work for the goods and services that are NOT present in the sample.
CONTRACT

This CONTRACT is made this ___ day of ____________, 20___, by and between TAMPA BAY WATER, A Regional Water Supply Authority, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, ("TAMPA BAY WATER"), and ______________ (“CONTRACTOR”), a corporation in the State of ______________ and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONTRACTOR to provide goods and/or services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES"); and

WHEREAS, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

WHEREAS, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the “CONTRACT”).

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1.0 RETENTION: TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.

2.0 TERM: This CONTRACT shall commence on the date of execution, and terminate ___________________(# of days/months years) therefrom. TAMPA BAY WATER, at its discretion, shall have the option to renew this CONTRACT for an additional three (3) years, one (1) year at a time, or any portion thereof. This option shall be exercised in writing and will be exercised only if agreeable to both parties. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0 No Assignment shall be given after termination of this CONTRACT.

3.0 GOODS AND/OR SERVICES: The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER, which is subject to the CONTRACTOR providing the FLORIDA
PERFORMANCE BOND and the FLORIDA PAYMENT BOND in the forms attached hereto and made a part hereof, as required.

4.0 COMPENSATION: TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above on a monthly basis as provided for in the BID SCHEDULE attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER, and shall be subject to cost substantiation.

5.0 TERMINATION OF CONTRACT:
  5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.
  5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.

6.0 SUBCONTRACTORS: The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.

7.0 INDEMNIFICATION: In consideration of the first $100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT
  8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

  The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER,
using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities, but are merely minimums.

8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.

8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its contractors, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.

8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.

8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

9.0 **LIABILITY INSURANCE** – (INSERT APPROPRIATE TIER INSURANCE HERE)

10.0 **WORKERS COMPENSATION COVERAGE** – INSERT APPROPRIATE TIER INSURANCE HERE

11.0 **CERTIFICATES OF INSURANCE**

11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.
11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.

11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

12.1. Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

13.0 LOSS CONTROL/SAFETY

13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

14.0 MISCELLANEOUS PROVISIONS

14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.

14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.

14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.
14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.

14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102

Attention: _____________________________

If to the CONTRACTOR:

______________________________
 _____________________________
 _____________________________

Attention: _____________________________

15.0 SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT

15.1. Pursuant to Subsections 287.133(2) and (3), 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 goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or 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.

15.2. 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 goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

15.3. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or
services of $1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of $1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

15.3.1 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of $1 million or more if the awarded CONTRACTOR:

a. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or
b. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or

c. Has been engaged in business operations in Cuba or Syria.

15.3.2 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of any amount if the awarded CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List or is are engaged in a boycott of Israel.

16.0 PUBLIC RECORDS AND AUDIT RIGHTS.
CONTRACTOR shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as “Records”), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of the Subcontractors.

16.1 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY’S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.

16.2 Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.

16.3 Upon request from the Agency’s custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
16.4 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

16.5 Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor, or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency’s custodian of public records, in a format that is compatible with the information technology systems of the Agency.
IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:
____________________________________
(Firm Name)

____________________________________
By: ___________________________________

Date: _________________________________
Name
____________________________________
(CORPORATE SEAL)

ATTEST:
TAMPA BAY WATER, A Regional Water Supply Authority

____________________________________
Secretary

By: _________________________________

Its: _________________________________

Date: _________________________________

APPROVED AS TO FORM:

(SEAL)

______________________________
General Counsel
# Tampa Bay Water
## General Insurance Requirements Matrix

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement for Professional Services</td>
<td>Tier 1</td>
<td>Tier 2</td>
<td>Tier 3</td>
</tr>
<tr>
<td>As-Needed Professional Services</td>
<td>Tier 1</td>
<td>Tier 2</td>
<td>Tier 3</td>
</tr>
<tr>
<td>Goods &amp; Services Contract</td>
<td>Tier 1</td>
<td>Tier 2</td>
<td>Tier 3</td>
</tr>
<tr>
<td>Construction Contract</td>
<td>N/A</td>
<td>N/A</td>
<td>Tier 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Automobile</td>
<td>$300,000</td>
<td>$500,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
<td>Statutory</td>
<td>Statutory</td>
</tr>
<tr>
<td>Umbrella/Excess</td>
<td>Up to GL</td>
<td>Up to GL</td>
<td>Up to GL</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
TAMPA BAY WATER CERTIFICATE OF INSURANCE or APPROVED ACORD FORM

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

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

Producer: ____________________________ Insured: ____________________________

Companies Affording Coverage: ____________________________

A. ____________________________
B. ____________________________
C. ____________________________
D. ____________________________

Limit: Each Occurrence Aggregate

General Liability
- Commercial Form
  - Occurrence
  - Claims Made
- Comprehensive Form
- Premises Operations
- Explosion, Collapse, Underground Hazard
- Products/Completed Operations Hazard
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractor
- Personal Injury

Automobile Liability
- Any Auto
- All Owned Autos
- Scheduled Autos
- Hired Autos
- Non-Owned Autos

Umbrella/Excess Liability
- Umbrella Form
- Excess Form
- Following Form Coverage

Workers’ Compensation and Employers’ Liability
- Statutory Coverage Limit
- EL Each Accident
- EL Disease Policy Limit
- EL Disease Each Employee

Professional Liability
- Claims Made
- Occurrence
- Retro Date:

Builder’s Risk
- All Risk
- Permission to Occupy
- All Owner’s Contractors,
  Subcontractors’ Interests Covered
- Installation Floater

Other

Description of Operations/Locations/Vehicle/Special Items:
* Specific Project or Location:

CERTIFICATE HOLDER and ADDITIONAL INSURED

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

Authorized Representative: ____________________________________________
(Signature required)

Address: ____________________________________________________________

Telephone: ________ Fax: ____________________________
THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against TAMPA BAY WATER, its engineers, its contractors, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced contract.

2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER by certified mail.

3. Each of the above listed companies hereby agrees to deliver to TAMPA BAY WATER new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.

4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to TAMPA BAY WATER.

5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an “A” policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best’s rating. For self-insurance funds, financial statements are to be provided if requested by TAMPA BAY WATER. (at TAMPA BAY WATER’s option, a Best’s rating or financial information regarding any self-insurance funds may be waived.)
ACORD CERTIFICATE OF LIABILITY INSURANCE

INSURERS AFFORDING COVERAGE NAIC #

INSURED
Company Name
Street
City, State, Zip Code

COVERAGES

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

Policy Number effective expires

Policy Number effective expires

Policy Number effective expires

Policy Number effective expires

Policy Number effective expires

Policy Number effective expires

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763-1102

ACORD 25 (2001/08) © ACORD CORPORATION 1998
IMPORTANT

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

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

DISCLAIMER

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

ACORD 25 (2001/08)
GENERAL CONTRACT CONDITIONS

1. Definitions
The following definitions are applicable to this CONTRACT:
   (a) "Day" means calendar days, unless otherwise stated.
   (b) “Assignment” means and includes Orders placed for the supply and delivery of Goods,
       and Tasks for the performance of Services.

2. Priority
In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall
be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY
WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the
event of a conflict:
   (a) CONTRACT
   (b) SPECIFICATIONS
   (c) SUPPLEMENTARY CONDITIONS
   (d) GENERAL CONTRACT CONDITIONS
   (e) EXHIBITS

3. Change Orders
   (a) TAMPA BAY WATER may at anytime, by written order, and without notice to the
       sureties, if any, make changes within the general scope of the CONTRACT in the services to be
       performed or supplies to be delivered.

   (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed
       amount of the CONTRACT, or the time required for performance of any part of the good and/or
       services under the CONTRACT, whether or not changed by the order, or otherwise affects the
       conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the
       not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall
       modify the CONTRACT accordingly.

   (c) The CONTRACTOR must assert its right to an equitable adjustment under this clause
       within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER
       decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted
       before final payment of the CONTRACT.

   (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein.
       However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the
       CONTRACT as changed.

   (e) No services for which an additional cost or fee will be charged by the CONTRACTOR
       shall be furnished without the prior written consent of TAMPA BAY WATER.

4. Disputes
   (a) All disputes arising under or relating to the CONTRACT, including any claims for
       damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved
       under this clause.

   (b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA
BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.

(c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

5. Termination for Convenience and Default

(a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.

(b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.

(d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the CONTRACTOR shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

6. Assignment of Contract
The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

7. Certificate and Release
Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

8. Organizational Conflicts of Interest
(a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:
   (i) Award of the CONTRACT may result in an unfair competitive advantage; or
   (ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired.
(b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.
(c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance
(a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.
(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.
(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

10. Rights In Data (Ownership and Proprietary Interest).
TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.

11. Dissemination or Disclosure of Information
No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

12. Contractor's Status
It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

13. Other Contractors
TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.

14. Liens
The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

15. Equal Opportunity
(a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.
(b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

16. Taxes and Charges
The CONTRACTOR, shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

17. Responsibility of Contractor to Act in Emergency
In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

18. Cost Substantiation
Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR’s financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and contractor hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.
REMOVE THIS PAGE AND INSERT ANY PAGES SUBMITTED BY CONTRACTOR HERE. IF THERE ARE NO EXHIBITS, REMOVE THIS PAGE AND ADJUST TABLE OF CONTENTS TO INDICATE "NONE."