



PALM BEACH

Metropolitan Planning Organization

PROCUREMENT POLICY

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Section 1. Policy

It is the procurement policy of the Palm Beach Metropolitan Planning Organization (MPO) to:

- Obtain goods and services of satisfactory quality and quantity at a reasonable cost;
- Establish a Competitive Purchasing Process to ensure fair, open and equitable treatment for all persons desiring to do business with the Palm Beach MPO in a manner that inspires public confidence that contracts are awarded in an equitable manner;
- Establish a clear list of Exemptions to the Competitive Process and associated criteria; and
- Establish Administrative Processes to implement the Procurement Policy.

The Palm Beach MPO hereby establishes the following authorization structure by purchasing amount for all purchases.

Table 1. Approving Authority by Purchase Amount

Purchase Amount	Approving Authority
Less than \$35,000	Executive Director
Greater than \$35,000	MPO Governing Board

This policy shall apply to every purchase/procurement and sale by the Palm Beach MPO without regard to the source of funds, including state and federal assistance funding, except as otherwise provided by law. All purchases made in accordance with this policy shall be provided for in the approved Palm Beach MPO budget. When using federal funds and there is a conflict between federal, state and/or local requirements, federal requirements take precedence unless state or local requirements are more stringent.

Notwithstanding the provisions in this document, Palm Beach MPO procurement shall be conducted in accordance with applicable local, state and federal law, and in a manner that preserves local, state and federal funding received by the Palm Beach MPO in connection with its transportation planning responsibilities.

Section 2. Definitions

The following terms shall be defined for the purposes of this document to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

Agreement for Services means a document identifying a specific vendor, specific service(s) to be purchased, the associated price for the service(s), and the maximum or total price to be paid.

Best Value means the highest overall value to the MPO based on factors that include, but are not limited to, price, quality, design, and workmanship. *See* §287.012, Fla.Stat.

Competitive Solicitation means the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by Responsive Vendors in accordance with the terms of a competitive process, regardless of the method of procurement. *See* §287.012, Fla.Stat.

Consultant's Competitive Negotiations Act (CCNA) means Section 287.055, F.S., referred to as Consultant's Competitive Negotiations Act (CCNA), which regulates the procurement and contracting of professional architectural, engineering, landscape architectural, or surveying and mapping services.

Contractual Service means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. The term does not include a contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255, Florida Statutes, and rules adopted thereunder. *See* §287.012, Fla.Stat.

Executive Director means the chief executive officer of the MPO including his/her designee, responsible for the carrying out of the policies of the MPO Governing Board.

Invitation To Bid means a written or electronically posted solicitation for competitive sealed bids. *See* §287.012, Fla.Stat.

Palm Beach MPO means the Metropolitan Planning Organization created by interlocal agreement pursuant to Section 339.175, F.S. and duly recognized by the Governor of the State of Florida as the entity responsible for the continuing, cooperative, and comprehensive transportation planning in Palm Beach County, Florida and doing business as the Palm Beach Transportation Planning Authority.

Public Notice means the dissemination of information to the public pursuant to Section 5.B.

Purchase Order means a document identifying a specific vendor, specific item(s) to be purchased, the price for each item, and the total price to be paid.

Request For Proposals means a written or electronically posted solicitation for competitive sealed proposals. *See* §287.012, Fla.Stat.

Request For Quote means an oral, electronic, or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor. *See* §287.012, Fla.Stat.

Responsible means capacity to fully perform contract requirements with integrity and reliability which give responsible assurances of good faith and performance including: satisfactory references, adequate financial resources; equipment and/or facilities available to do the work; applicable licenses and/or certifications, *etc.*

Responsive means a bid, quote, proposal or submittal that conforms in all material respects to the solicitation at the time of submission including: submission of proposal on time; signed proposal and all amendments; submission of bid bond, if required; submission of all technical documentation that is required; so counter offer/conditioned offer.

Responsive Bid or Responsive Proposal means a bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. *See* §287.012, Fla.Stat.

Responsive Vendor means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation. *See* §287.012, Fla.Stat.

MPO Governing Board means the governing board of the Palm Beach MPO.

Section 3. Competitive Purchasing Process

A. Overview

- a. Introduction.** The procurement process to be followed is first based on estimated price of the purchase and then based on whether the purchase is for goods or services. For the purposes of this determination, the estimated price shall be the total amount of the anticipated purchase.
- b. Purchases Over a Period of More than One Fiscal Year.** For recurring purchases, the estimated price shall be the estimated total amount to be spent in a fiscal year.
- c. Amendments To Existing Contracts.** With regard to amendments to an existing contract, amendments extending a contract completion date by not more than 180 days, that modify a contract in a non-material way, or that expand the services to be performed or goods to be supplied, may be approved by the Executive Director. Any contract amendment that increases the cumulative or total contract price to an amount of more than \$35,000, extends a contract completion date by more than 180 days, or that modifies contract provisions in a material way, shall require MPO Governing Board approval.
- d. Non-Division of Solicitation.** The MPO shall not divide the solicitation of commodities or Contractual Services so as to avoid the requirements of this Procurement Policy, the requirements of Competitive Solicitation, or other state or federal purchasing requirement.
- e. Receipt of Equal Responses.** If two equal responses to a solicitation or a Request For Quote are received and one response is from a certified minority, women, or veteran business enterprise per the State of Florida Certified Business Enterprise (CBE), the MPO shall enter into a contract with the certified minority, women, or veteran business enterprise. If two equal responses to a solicitation or Request For Quote are received and neither response is from a certified minority, women, or veteran business enterprise, the MPO may proceed with either response, whichever is deemed most beneficial to the MPO. §287.09451 Fla.Stat.

- f. Duration of Contracts.** Contracts for commodities or Contractual Services may be renewed for a period that shall not exceed three (3) years or the term of the original contract, whichever is longer. Renewal of a contract for commodities or Contractual Services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or Contractual Service is purchased as a result of Competitive Solicitation, proposals, or replies, the price of the commodity or Contractual Service to be renewed must be specified in the bid, proposal, or reply, except that the MPO may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the MPO and subject to the availability of funds.
- g. Purchase of Contractual Services.** For each Contractual Services contract, the MPO Executive Director shall designate an employee to function as contract manager who is responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the contractor and the MPO. The primary responsibilities of a contract manager include:
1. Participating in the solicitation development and review of contract documents.
 2. Monitoring the contractor's progress and performance to ensure procured products and services conform to the contract requirements and keep timely records of findings.
 3. Managing and documenting any changes to the contract through the amendment process authorized by the terms of the contract.
 4. Monitoring the contract budget to ensure sufficient funds are available throughout the term of the contract.
 5. Exercising applicable remedies, as appropriate, when a contractor's performance is deficient.
- h. Summary of Actions With Regard to Contracts Based on the Estimated Price.** The following table summarizes the steps to be followed based on the estimated price and item or service to be purchased. Details for each process are provided in the following sections.

Table 2. Purchasing Process Summary

Estimated Price		<=\$10,000		>\$10,000 < \$35,000		> \$35,000	
Document Section		Section 3.A		Section 3.B		Section 3.C	
Sub-Category		≤ \$1,000	> \$1,000 < \$10,000	Goods (RFQ)	Services (RFS)	Goods (IFB)	Services (RFP) Services (CCNA)
Notice		N/A	Phone/ Email to Vendor	At least 10 business days		At least 15 business days	
Minimum Responses		N/A	(2) Solicited Quotes	3		3	
Criteria		Price		Price	Qualifications and Price	Price	Qualifications and Price Qualifications
Evaluator		MPO Staff		MPO Staff		MPO Staff	Selection Committee
Approval		MPO Executive Director		MPO Executive Director		MPO Governing Board	
P r o t e s t	File Period	N/A		N/A		5 business days	
	Decision Period	N/A		N/A		5 business days	
	Decision Maker	N/A		N/A		Executive Director	
A p p e a l	File Period	N/A		N/A		3 business days	
	Fee	N/A		N/A		Max - 1% of RFP or \$5K	
	Decision Period	N/A		N/A		15 business days	
	Decision Maker	N/A		N/A		Appeal Committee	
Surplus Authority		MPO Executive Director or Designee		MPO Executive Director or Designee		MPO Governing Board	

B. Purchases less than \$10,000

All purchases of goods and/or services with an estimated price less than ten thousand dollars (\$10,000) shall be approved by the Executive Director or said Executive Director's designee via an executed Purchase Order or Agreement for Services. These purchases shall be made from the lowest cost, Responsive Bid and Responsible bidder or supplier obtained in accordance with the following:

1. Micro Purchases: Micro Purchases may be authorized by the Executive Director for Supplies and Services, provided that each Micro Purchase does not exceed one thousand dollars (\$1,000). The Procurement and Contracts Coordinator, using good purchasing practices, may use any method of Procurement for Micro Purchases, including published pricing, provided that pricing is determined to be fair and reasonable. Micro Purchases do not require the solicitation of multiple quotes.
2. Small Purchases: Small Purchases may be authorized by the Executive Director for Supplies and Services, provided that each Small Purchase does not exceed ten thousand dollars (\$10,000). Purchases exceeding one thousand dollars (\$1,000) but not exceeding ten thousand dollars (\$10,000) require two (2) solicited quotes. If, after reasonable effort, only one source provides a responsive quotation, then an award may be made to the responsive source if the pricing is determined to be fair and reasonable by the Procurement and Contracts Coordinator. The Finance and Operations Manager shall maintain a record of the solicited quotes for a minimum of three (3) years.

C. Purchases \$10,000 or greater but not to exceed \$35,000

All purchases of goods and/or services with an estimated price ten thousand dollars (\$10,000) or greater, but not exceeding thirty-five thousand dollars (\$35,000), shall be approved by the Executive Director, or said Executive Director's designee, via an executed Purchase Order or Agreement for Services. Purchases of Goods shall be made from the lowest cost, Responsive Bid and Responsible bidder, and Purchases of Services shall be made from the most Responsive Bid and Responsible bidder obtained in accordance with the following:

1. Purchases of Goods - Request for Quotes (RFQ)
 - a. RFQ Materials. The Executive Director, or said Executive Director's designee, shall develop the RFQ Materials, including but not limited to:
 - (1) Introduction
 - (2) Specifications of item(s)
 - (3) Information to be provided by a Responsive Bidder

- b. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than ten (10) MPO business days. The notice shall state the title and the due date for submittal of quotes.
 - c. Minimum Responsive Bids. The Executive Director, or said Executive Director's designee, shall review the quotes to determine responsiveness. The RFQ shall generate a minimum of three (3) responsive quotes in order to proceed to a selection. The Executive Director may waive this criterion if less than three responsive quotes are received.
 - d. If less than two Responsive Bids, proposals, or replies for commodity purchases are received, the MPO may negotiate on the Best Value. The MPO shall document the reasons that such action is in the Best Value to the MPO in lieu of resoliciting competitive sealed bids, proposals, or replies.
 - e. Purchase Approval. The Executive Director, or said Executive Director's designee, shall prepare a Purchase Order for approval by the Executive Director.
 - f. The Executive Director may designate an agency employee to approve a purchase which designation shall be in writing, filed and maintained with the RFQ materials, and which shall require a separate writing for each RFQ. Designations of agency employees to conduct other activities with regard to a RFQ, other than authorizing a purchase, may be by a delegation of general authority to employee(s) for a period of time or until withdrawn.
2. Purchases of Services - Request for Services (RFS)
- a. RFS Materials. The Executive Director, or said Executive Director's designee, shall develop the RFS Materials, including but not limited to:
 - (1) Introduction
 - (2) Scope of Service(s) to be purchased
 - (3) Evaluation Criteria to be used to rank responsive proposals
 - (4) Information to be provided by a Responsive Bidder
 - b. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than ten (10) MPO business days. The notice shall state the title and the due date for submittal of quotes.
 - c. Minimum Responsive Proposals. The Executive Director, or said Executive Director's designee, shall review the proposals to determine Responsiveness. The RFS shall generate a minimum of three (3) responsive proposals in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive proposals are received.

- d. If less than two Responsive Bids, proposals, or replies for Contractual Services purchases are received, the MPO may negotiate for the Best Value. The MPO shall document the reasons that such action is in the Best Value to the MPO in lieu of resoliciting competitive sealed proposals or replies.
- e. Evaluation. MPO Staff shall evaluate the proposals according to the published evaluation criteria in the RFS Materials and recommend a final selection.
- f. Purchase Approval. The Procurement and Contracts Coordinator shall prepare a Purchase Order for approval by the Executive Director.
- g. The Executive Director may designate an agency employee to approve a purchase which designation shall be in writing, filed and maintained with the RFS materials, and which shall require a separate writing for each RFS. Designations of agency employees to conduct other activities with regard to a RFS, other than authorizing a purchase, may be by a delegation of general authority to employee(s) for a period of time or until withdrawn.

D. Purchases Greater than \$35,000

All purchases of goods and/or services with an estimated price exceeding thirty-five thousand dollars (\$35,000) shall be approved by the MPO Governing Board via an executed Purchase Order or Agreement for Services. This is consistent with Florida law requiring state agencies to engage in Competitive Solicitation for purchases exceeding \$35,000. §287.057(1), Fla.Stat.

Purchases of Goods shall be made from the lowest cost, Responsive Bid and Responsible bidder and Purchases of Services shall be made from the most Responsive Bid and Responsible bidder and representing the Best Value to the MPO obtained in accordance with the following:

1. Purchases of Goods – Invitation for Bids (IFB). The Invitation To Bid shall be used when the MPO is capable of specifically defining the scope of work for which a Contractual Service is required or when the MPO is capable of establishing precise specifications defining the actual commodity or group of commodities required.

Prior to the time for receipt of bids, proposals, or replies, the MPO may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

If less than two Responsive Bids, proposals, or replies for commodity or Contractual Services purchases are received, the MPO may negotiate on the Best Value. The MPO shall document the reasons that such action is in the Best Value to the MPO in lieu of resoliciting competitive sealed bids, proposals, or replies.

- a. IFB Materials. The Executive Director shall develop the IFB Materials, including but not limited to:
 - (1) Introduction;
 - (2) Specifications of item(s) to be purchased, including a detailed description of the commodities or Contractual Services sought, and if the MPO contemplates renewal of the contract, a statement to that effect. Bids submitted in response to an Invitation To Bid in which the MPO contemplates renewal of the contract must include the price for each year for which the contract may be renewed;
 - (3) Information to be provided by a Responsive Bidder.
 - b. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than fifteen (15) MPO business days. The notice shall state the title and the due date for submittal of bids.
 - c. Minimum Responsive Bids. The Executive Director, or said Executive Director's designee, shall review the bids to determine Responsiveness. The IFB shall generate a minimum of three (3) Responsive Bids in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive Bids are received.
 - d. Purchase Approval. The contract shall be awarded to the Responsible and Responsive Vendor who submits the lowest Responsive Bid representing the Best Value to the MPO. The Executive Director, or said Executive Director's designee, shall prepare a Purchase Order for approval by the MPO Governing Board. Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the Responsible Vendor.
 - e. Designations of MPO employees to conduct activities with regard to a purchase greater than \$35,000, other than authorizing a purchase, may be by a delegation of general authority to employee(s) for a period of time or until withdrawn.
 - f. Surety. When deemed necessary by the Executive Director, bid deposits shall be prescribed in the public notice inviting bids. When bid deposits are required, unsuccessful bidders shall be entitled to return of surety. A successful bidder shall forfeit any surety required by the MPO upon failure on its part to enter a contract within fifteen (15) days after the award.
2. Purchases of non-CCNA Services - Request for Proposals (RFP). The MPO shall use a Request For Proposals when the purposes and uses for which the Contractual Service being sought can be specifically defined, and the MPO is capable of identifying necessary deliverables. Various combinations or versions of Contractual Services may be proposed by a Responsive Vendor to meet the specifications of the solicitation document.

Prior to the time for receipt of proposals or replies, the MPO may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

If less than two Responsive Proposals or replies for Contractual Services purchases are received, the MPO may negotiate on the Best Value. The MPO shall document the reasons that such action is in the Best Value to the MPO in lieu of resoliciting competitive sealed proposals or replies.

- a. RFP Materials. Before issuing a Request For Proposals, the MPO must determine and specify in writing the reasons that procurement by Invitation To Bid is not practicable. The Executive Director shall develop the RFP Materials, including but not limited to:
 - (1) Introduction.
 - (2) Scope of service(s) to be purchased, including a statement describing the commodities or Contractual Services sought; the relative importance of price and other evaluation criteria; and if the MPO contemplates renewal of the contract, a statement to that effect.
 - (3) Evaluation Criteria to be used to rank Responsive Proposals Information to be provided by a Responsive Bidder, including price, which must be specified in the proposal; if the MPO contemplates renewal of the contract, the price for each year for which the contract may be renewed; consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor; and consideration of prior relevant experience of the vendor.
- b. Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than fifteen (15) MPO business days. The notice shall state the title and the due date for submittal of proposals.
- c. Minimum Responsive Bids. The Procurement and Contracts Coordinator shall review the submittals to determine responsiveness. The RFP shall generate a minimum of three (3) Responsive Proposals in order to proceed to a selection. For good cause shown, the Executive Director may waive this criteria if less than three Responsive Proposals are received. Waivers by the Executive Director shall be made in writing, and said writing shall be maintained in the records for the particular non-CCNA purchase.
- d. If less than two Responsive Proposals or replies are received, the MPO may negotiate on the Best Value. The MPO shall document the reasons that such action is in the Best Value to the MPO in lieu of resoliciting competitive sealed bids, proposals, or replies.

- e. Selection Committee. The Executive Director shall establish a Selection Committee (Committee) of not less than three (3) members. All meetings of the Committee shall be conducted in a manner consistent with Florida's Sunshine Law, meaning a meeting of the selection committee shall be noticed with at least three (3) days prior notice, shall be open to the public, and shall have minutes of the committee meeting prepared. A quorum shall be a majority of members, except that if there are only three (3) members, all three (3) must be present. The members of the Committee must be physically present to participate. All members of the Committee shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes.
 - f. Evaluation. The Committee shall conduct an evaluation of all Responsive Proposals on the basis of the information provided and the evaluation criteria set forth in the RFP. The Committee may then choose to publish either a recommended selection or a short list of proposers for oral presentations at a future Committee meeting. If the latter, the Committee shall also specify a date, time and location to hear oral presentations and then publish a recommended selection. Said meeting for oral presentations shall be open to the public and to all proposers. The order of proposer's oral presentation shall be selected by lottery.
 - g. Purchase Approval. The contract shall be awarded by written notice to the responsible and Responsive Vendor whose proposal is determined in writing to be the most advantageous to the MPO, taking into consideration the price and other criteria set forth in the Request For Proposals. The contract file shall contain documentation supporting the basis on which the award is made. The Executive Director or designee shall prepare an Agreement for Services between the MPO and the recommended selection for approval by the MPO Governing Board.
3. Purchases of CCNA Services - Request for Qualifications (CCNA).

CCNA services include architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state.

Any firm or individual desiring to provide CCNA services to the agency must first be certified by the MPO as qualified pursuant to law and the regulations of the MPO. The MPO must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual. §287.055(3)(c), Fla.Stat.

The MPO shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the MPO to be applicable to its particular requirements. §287.055(3)(d), §287.09451 Fla.Stat.

a. COMPETITIVE SELECTION.

- (1) The process of competitive selection shall apply to all proposed purchase of CCNA services for a planning or study activity or for a continuing contract which is a contract for CCNA professional services for work of a specified nature as outlined in the contract required with the MPO, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.
- (2) For each proposed project, the MPO shall evaluate current statements of qualifications and performance data on file with the MPO, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- (3) The MPO shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the MPO shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the MPO with the object of effecting an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms. The MPO may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

b. COMPETITIVE NEGOTIATION

- (1) The MPO shall negotiate a contract with the most qualified firm for CCNA professional services at compensation which the MPO determines is fair, competitive, and reasonable. In making such determination, the MPO shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee CCNA professional service contract, the MPO shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any CCNA professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the MPO determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. §287.055(3)(d), Fla.Stat.
 - (2) Should the MPO be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The MPO shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the MPO must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.
 - (3) Should the MPO be unable to negotiate a satisfactory contract with any of the selected firms, the MPO shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.
- c. CCNA Materials. The Executive Director, or said Executive Director's designee, shall develop the CCNA Materials, including but not limited to:
- (1) Introduction
 - (2) Scope of CCNA professional service(s)
 - (3) Minimum qualifications to render the required service, including but not limited to capabilities, adequacy of personnel, past record, and experience of the firm or individual, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the Palm Beach MPO to be applicable to its particular requirements.

- d. Public Notice. The Executive Director or designee shall provide Public Notice (see Section 5.B. of this Procurement Policy) for a period not less than fifteen (15) MPO business days. The notice shall state the title and the due date for submittal of proposals, and must include a general description of the project, planning study or activity and indicate how interested firms or consultants may apply for consideration
- e. Minimum Responsive Proposals Bids. The Executive Director, or said Executive Director's designee, shall review the submittals to determine Responsiveness. The CCNA shall generate a minimum of three (3) Responsive Proposals in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive Proposals are received.
- f. Selection Committee. The Executive Director shall establish a Selection Committee (Committee) of not less than three (3) members. All meetings of the Committee shall be conducted in a manner consistent with Florida's Sunshine Law, meaning a meeting of the selection committee shall be noticed with at least three (3) days prior notice, shall be open to the public, and shall have minutes of the committee meeting prepared. A quorum shall be a majority of members except that if there are only three (3) members, all three (3) must be present. The members of the Committee must be physically present to participate. All members of the Committee shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes. Said meeting for oral presentations shall be open to the public and to all proposers. The order of proposer's oral presentation shall be selected by lottery.
- g. Responsible Vendor. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the CCNA. Failure to comply with any mandatory requirements, as determined by the Committee, will disqualify a submittal. The Committee must find that the firm or individual is fully qualified to render the required services.
- h. Evaluation. The Committee shall then conduct an evaluation of all Responsive Proposals by qualified vendors on the basis of the information provided and the evaluation criteria set forth in the publicly noticed Request For Proposals. Evaluation shall select in order of preference no fewer than three vendors deemed to be the most highly qualified to perform the required services. In determining whether a vendor is qualified, the MPO shall consider such factors as the ability of professional personnel; whether a vendor is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the vendors; and the volume of work previously awarded to each vendor by the MPO, with the object of effecting an equitable distribution of contracts among qualified vendors, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

- i. The Committee may then choose to publish either a recommended ranking or a short list of proposers for oral presentations at a future Committee meeting. If the latter, the Committee shall also specify a date, time and location to hear oral presentations and then publish a recommended ranking. Said meeting for oral presentations shall be open to the public and to all proposers. The order of proposer's oral presentation shall be selected by lottery. Upon holding oral presentations, the Responsive Vendors shall be rank order in a list of preference for contracting.
- j. Negotiations. Upon approval by the Executive Director of the Committee's recommendation of the final rankings of the shortlisted firms, the Executive Director shall request a fee proposal from the highest ranked firm and attempt to negotiate a contract to perform specified services at a compensation that is determined by the Executive Director to be fair, competitive and reasonable. Should the Executive Director be unable to negotiate a satisfactory agreement with the top-ranked firm, the Executive Director will formally terminate negotiations with that firm and undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, the Executive Director will formally terminate negotiations with that firm and undertake negotiations with the third-ranked firm. If the short list is exhausted, the Executive Director may terminate the CCNA process.
- k. Purchase Approval. After the successful conclusion of negotiations, the Executive Director, or said Executive Director's designee, shall prepare an Agreement for Services for approval. Contracts of or exceeding \$35,000 shall be subject to approval by the MPO Governing Board. Contracts of less than \$35,000 shall be subject to approval by the Executive Director.
- 4. Purchase of Auditing Services. The purchase of services for the annual audit by a certified public accountant is a process subject to Section 218.39 and 218.391, Florida Statutes. Section 218.39 and 218.391, Florida Statutes, must be followed for this purchase.

Section 4. Exemptions

Exemptions to the Competitive Purchasing Process Goods and/or services in the following categories may be procured without subjection to the competitive purchasing process established in Section 3.

A. Exempt Purchases

Goods and/or Contractual Services listed in Appendix A. These purchases are exempt from the competitive purchasing process set forth in this Procurement Policy. Authority is delegated to the Executive Director to authorize on behalf of the MPO all purchases exempt from this Procurement Policy of goods and/or services with an estimated price not exceeding thirty-five thousand dollars (\$35,000). Said purchases shall be approved by the Executive Director via an executed Purchase Order or Agreement for Services. Purchases of or exceeding \$35,000 shall be subject to approval by the MPO Governing Board.

B. Sole Source Purchases

Goods and/or services may be qualified as Sole Source provided that:

1. Commodities or Contractual Services available only from a single source may be excepted from the competitive-solicitation requirements. If the MPO Executive Director believes that commodities or Contractual Services are available only from a single source, the MPO shall electronically post a description of the commodities or Contractual Services sought for at least fifteen (15) MPO business days on its website and at least one public bidding website, such as Demand Star or the State of Florida's Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com>. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or Contractual Services described. If it is determined in writing by the MPO Executive Director, after reviewing any information received from prospective vendors that the commodities or Contractual Services are available only from a single source, the MPO shall provide notice of its intended decision to enter a single-source purchase contract. *Accord* §287.057(3)(c), Fla.Stat.
2. Written documentation by the Executive Director justifying why the requested good or service is the only one (1) that will meet the needs of the MPO shall be filed and maintained in the records file for a particular purchase made as a sole source purchase.
3. Written documentation from the vendor/supplier stating that they are the only source of the supply for the requested good or service may be used by the MPO Executive Director to justify the decision to declare a purchase as one from a sole source. If the supplier is not the manufacturer, additional written documentation must be provided in which the manufacturer attests that the vendor is their sole supplier for the requested good or service.

C. Emergency Purchases

Goods and/or services that are determined to be necessary by the Executive Director in response to a need when the delay necessary to comply with all procurement rules, regulations or procedures would be detrimental to the interests, health, safety, or welfare of the Palm Beach MPO.

This exemption applies when the Executive Director determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the MPO requires emergency action. After the Executive Director signs such a written determination, the MPO may proceed with the procurement of commodities or Contractual Services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. The written determination shall be maintained in the file with regard to a particular emergency purchase. A written determination of the basis for the emergency and for the selection of the particular contractor or vendor for the goods and/or services shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

Emergency purchases of more than \$35,000 shall be approved by the Executive Director and shall be presented to the MPO Governing Board at the next MPO Governing Board meeting.

D. Piggyback Purchases

Goods and/or services that may be piggybacked or purchased using an existing contract that a vendor has with the federal government; a state or municipal government; another governmental agency; or a government related association that qualify for federal reimbursement provided that:

1. The Executive Director, or said Executive Director's designee, determines and documents that the piggyback purchase is advantageous to the MPO;
2. The Executive Director, or said Executive Director's designee, verifies that the original scope, quantity and that the nature of the contract meet the needs of the MPO and the term of the piggybacked contract remains in effect;
3. The contractor agrees to extend the terms and conditions specified in the originating contract to the MPO and the MPO accepts the terms and conditions specified;
4. The Executive Director, or said Executive Director's designee, determines that the procurement process and content of the originating contract is compliant with federal purchasing requirements.

E. Public Agency Purchases

Goods and/or services that are provided by a Political Subdivision as defined in section §1.01(8), F.S., a quasi-public insurance risk management consortium of local governmental entities, a Regional Planning Council as defined in section §186.512, F.S., a Transportation Authority as defined in section §343.1002(5), F.S., or a Local Educational Agency as defined in section §1004.02(18), F.S.

F. Direct Purchases

Goods and/or services that are provided from any qualified vendor provided that:

1. No Responsive Proposals are received during the Competitive Purchasing Process; and
2. No significant alterations in the specifications, qualifications or terms and conditions can be made to encourage competition.

G. Petty Cash Purchases

Goods and/or services purchased by MPO Staff with out of pocket cash in the normal performance of their job in an amount not to exceed \$100 per single purchase.

H. Travel Related Purchases

Goods and/or services purchased related to travel in accordance with section §112.061, F.S. and the MPO Personnel Handbook.

I. Professional Services

Contracts for professional services involving unique skill, ability, experience or expertise, which are in their nature distinctive and not subject to competitive bidding or competitive proposals; and Contracts for professional services between the MPO and its members as authorized in this Policy. Notwithstanding the foregoing, state laws, such as the Consultants' Competitive Negotiation Act, to the extent applicable, shall be followed.

J. Borrowing funds.

Any transaction for, or related to, the borrowing of money.

K. Existing Agreements.

Lease agreements and service contracts for the maintenance, repair, or servicing of existing equipment owned or leased by MPO.

Section 5: Administrative Processes

Required Contract Provisions

All contracts awarded by the Palm Beach MPO shall contain the provisions required by applicable Federal, State of Florida, and local law, as may be amended from time to time, including, but not limited to, a statement of compliance with the Public Entity Crime Act (§287.133, Fla.Stat.), the Prohibition Against Contracting with Scrutinized Companies (§287.135, Fla.Stat.), the Anti-Kickback Act (41 U.S.C. §8701 *et seq.*), the Disadvantaged Business Enterprises requirements (49 CFR Part 26), Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (31 U.S.C. §1352), Prohibitions Against Conflicts of Interest (§112.311 *et seq.*, Fla.Stat.), Prohibitions Against Discrimination (Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. §2000d, 42 U.S.C. §6102, 42 U.S.C. §12131, and 49 U.S.C. §5332), E-Verify Requirements (§448.095, Fla.Stat.), Prohibition Against Program Fraud and False or Fraudulent Statements (31 U.S.C. §3801; 49 CFR Part 31), Government Debarment and Suspension (49 CFR Part 29), Clean Air Requirements (42 U.S.C. §7401), Clean Water Requirements (33 U.S.C. §1251), and Use Of Seat Belts (Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders; §316.614, Fla.Stat.), the Equal Employment Opportunity Order, remedies for contractor's breach of contract terms and termination for cause and for convenience (for contracts in excess of \$10,000). Neither the MPO, nor any officer or employee of the MPO, shall enter into any contract on behalf of the MPO, which contract binds the MPO for the purchase of services or tangible personal property for a period in excess of one fiscal year, unless the following statement is included in the contract: "The MPO's performance and obligation to pay under this contract is contingent upon an annual appropriation by the federal government and the Florida Legislature." See §287.0582, Fla.Stat. Any contract with the MPO for the purchase of commodities or contractual services shall provide that the contract may be unilaterally cancelled by the MPO for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a), Art. I of the State Constitution and s. 119.07(1).

Required Programs and Plans

United States Department of Transportation (USDOT)/Federal Transit Administration (FTA) Required Disadvantaged Business Enterprise (DBE) and Title VI Programs and Limited English Proficiency Plan (LEP).

The MPO as a recipient of United States Department of Transportation (USDOT) funds through the Federal Transit Administration (FTA)/Federal Highway Administration (FHWA) is required to develop and sustain DBE and Title VI of the Civil Rights Act Programs and LEP Plan.

In the event the MPO is a recipient of USDOT funds through the FTA/FHWA, all contracts awarded by the MPO utilizing these funds shall be subject to applicable federal, state and local law, as may be amended from time to time; the MPO's DBE and Title VI Programs and LEP Plan; and include the provisions required by these Programs and Plan.

A. Public Notice.

The MPO shall maintain a webpage describing business opportunities, the date for responding, how a response should be made to the Public Notice, and shall maintain an e-mail list of subscribers for notifications of business opportunities. The MPO shall also provide notice via internet utilizing the MPO's website and Demand Star or the State of Florida's Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com>. The MPO shall post information regarding all active competitive purchases to these webpages and shall provide notice of these opportunities to all e-mail subscribers. Information may also be disseminated by internet ads, print ads, periodicals or other means, as determined necessary or appropriate, from time to time, by the MPO Executive Director.

B. Purchasing Thresholds.

The MPO shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this Procurement Policy.

C. Protests

1. Any actual or prospective bidder or proposer who is aggrieved in connection with a pending award of an IFB, an RFP or a CCNA may submit a written protest to the Executive Director within five (5) business days of the posting of the short list of proposers or the award recommendation.
 - a. To be deemed sufficient, a protest must:
 - (1) Identify the proposer and the solicitation involved;
 - (2) Include a clear statement of the legal and factual grounds on which the aggrieved proposer's objection is based;
 - (3) Delineate the alleged omission, error, mistake, or incorrect evaluation; and
 - (4) Specify the relief requested by the aggrieved proposer.

- b. Upon timely receipt of a sufficient protest, The Executive Director, or said Executive Director's designee, shall notify all other responsive or short-listed firms of the protest. The protested purchase is stayed and no award will be made until the protest is resolved unless the Executive Director, with the advice of the MPO attorney, makes a determination that the immediate award of the contract is necessary to protect substantial interests of the MPO.
 - 2. The Executive Director shall have five (5) MPO business days from receipt of the protest to review and either uphold or deny the protest.
 - 3. If the protest is denied, the protestor may submit a written appeal to the Executive Director within three (3) business days of the denial.
 - 4. The Executive Director shall convene an Appeal Committee of not less than three (3) MPO Governing Board Representatives including the Chair and/or the Vice Chair. All meetings of the Appeal Committee shall be conducted in a manner consistent with Florida's Sunshine Law. A quorum shall be a majority of members except that if there are only three (3) members, all three (3) must be present. The members of the Appeal Committee must be physically present to participate. All members of the Committee shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes.
 - 5. Appeal Committee Proceedings.
 - a. At the Appeal Committee's hearing, the protesting party, its representative or counsel, and any other affected parties may make an oral presentation of the testimony and argument. Neither direct nor cross-examination of witnesses will be permitted. However, committee members may make whatever inquiries are deemed pertinent to make a determination of the protest.
 - b. The judicial rules of evidence shall not apply. The Appeal Committee shall base its decision on such information presented in the course of the proceeding upon which reasonable prudent persons would rely in the conduct of their affairs.
 - c. The Appeal Committee may either uphold or deny the appeal.
 - d. The Executive Director or designee shall notify all affected parties of the Appeal Committee's decision.
 - e. The chairperson of the Appeal Committee shall require a deposit from a protester to compensate MPO for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the MPO. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one (1) percent of the amount of the pending award or five thousand dollars (\$5,000).
 - f. A protestor must exhaust all administrative remedies with the MPO and the grantee before pursuing a protest with the applicable Federal agency.

D. Surplus

1. Sales, donations, and disposals of surplus property shall be in accordance with federal requirements, Chapter 274, Florida Statutes, and the following procedures. Nothing in these regulations shall prevent the Palm Beach MPO from complying with the terms and conditions of any grant, gift, bequest, or agreement.
2. Property value less than five thousand dollars (\$5,000).
 - a. The Executive Director must approve disposal of property with value not exceeding \$5,000.
 - b. Property may be disposed of in the most efficient and cost-effective means as determined by the Executive Director, or said Executive Director's designee.
 - (1) Property (except trade-in property) that is obsolete, unusable, or the sale of which is otherwise determined to be in the Best Value to the MPO may be disposed of for value to any person, to the State, to any governmental unit or to any political subdivision.
 - (2) Property without commercial value may be donated, destroyed, or abandoned.
3. Property value equal to or greater than five thousand dollars (\$5,000)
 - a. The MPO Governing Board must approve disposal of property with value exceeding \$35,000.
 - b. Property (except trade-in property) that is obsolete, unusable, or the sale of which is otherwise determined to be in the Best Value to the MPO may be disposed of via appropriately advertised public auction or to the highest bidder obtained in accordance with the following bid procedures:
 - (1) Surplus Advertisement. The Executive Director shall develop the Surplus Advertisement, including but not limited to:
 - a. Introduction
 - b. Specifications and quantities of item(s) to be sold
 - c. Information to be provided by a Responsive Bidder
 - (2) Public Notice. The Executive Director, or said Executive Director's designee, shall provide Public Notice for a period not less than ten (10) MPO business days. The notice shall state the title and the due date for submittal of bids.
 - (3) Minimum Responsive Bids. The Executive Director, or said Executive Director's designee, shall review the bids to determine responsiveness. The Surplus Advertisement shall generate a minimum of three (3) Responsive Bids in order to proceed to a selection. The Executive Director may waive this criteria if less than three Responsive Bids are received.

- (4) Sale Approval. The Executive Director, or said Executive Director's designee, shall prepare an invoice showing the item description, purchase date, purchase cost, use/purpose, and book value (if available) for approval by the Executive Director.

E. Invoicing and Payment

1. It is the policy of the Palm Beach MPO to pay all invoices in accordance with the Florida Prompt Payment Act (§218.70 *et seq.*, F.S.) after receipt of a proper invoice. Proper invoices are entered into the MPO's financial system within three business days of receipt to document timely payment.
2. A sufficient invoice is defined as an original invoice received by the Palm Beach MPO and containing, at a minimum:
 - (1) Vendor's name, telephone number, and mailing address
 - (2) Invoice number, invoice date and delivery date
 - (3) Description of goods and/or services provided, quantity, unit price, extended price and total invoice amount
3. For construction services, total invoice amount (less retainage) and percentage of work completed. For invoices that are deemed insufficient, the vendor will be notified of the deficiency within 10 business days of the receipt of the original invoice.
4. In the event a vendor disputes the sufficiency determination by the MPO, the vendor shall provide a written dispute within five business days of receipt of the sufficiency determination and shall include such material and information as necessary to support the dispute. The Executive Director shall have five (5) business days from receipt of the dispute to review and either uphold or deny the dispute. If no decision is rendered within the time period as set out above, then a decision against the vendor shall be deemed to have been issued.

F. Records

1. The Executive Director, or said Executive Director's designee, and the Agency Clerk, shall maintain the significant history of a procurement for minimum of three (3) years, including, but not limited to:
 - a. A record of all bids/proposals received;
 - b. The rationale for the method of procurement;
 - c. Selection of contract type;
 - d. Contractor selection; and
 - e. The basis for the contract price.
2. The Executive Director, or said Executive Director's designee, shall tag and inventory all tangible property equal to or greater than \$5,000 per item.

3. The Executive Director, or said Executive Director's designee, shall conduct an annual asset and inventory audit of all tangible property equal to or greater than \$5,000 per item.

G. Sales Tax

The Palm Beach MPO is exempt from Florida Sales and Use Tax on its purchases, except as otherwise provided by law. Vendors are not exempt from the payment of sales tax. A sales tax exemption form is available from the Procurement Officer. The purchaser is responsible for making an attempt to use the exemption form to avoid paying sales tax. If the retailer refuses to honor the form, the purchaser must so state on the receipt in order to be reimbursed for the sales tax.

H. Conflict of Interest

In connection with the Palm Beach MPO's procurement of commodities or services, employees shall adhere to the conflict of interest and unauthorized compensation provisions applicable to State and local public officials, as set forth in Section 112.313, Florida Statutes.

I. Credit Cards

1. The Palm Beach MPO may establish credit card account(s) to improve the efficiency of the purchasing process. A Palm Beach MPO credit card is to be used for Palm Beach MPO purchases only.
2. An individual to be issued a credit card must execute the Credit Cardholder Agreement in Appendix B. Individual names as well as the Palm Beach MPO's name shall be shown on all credit cards. The credit card has the cardholder's name embossed on it and is to be used only by that cardholder.
3. All monthly statements of account must be reviewed and signed by the cardholder, certifying that the items shown as purchased are correct. Should an item on the statement be disputed, the cardholder must sign the "Cardholder Statement of Disputed Item" form attached hereto as Appendix C.
4. All monthly statements of account must be reviewed by a member of the Finance staff separate from the Cardholder. Statements will be reconciled to the bank statements monthly.
5. The credit card shall be paid in full monthly to ensure that finance charges are not accrued.

6. Should a cardholder lose or have their credit card stolen, it is the responsibility of the cardholder to immediately notify the card issuer. In addition, the cardholder must notify the Executive Director, or said Executive Director's designee, of the loss within one business day after discovery of the loss or theft of the card. The cardholder is required to make a written report to the Executive Director, or said Executive Director's designee, that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred, if known, and any other information that is pertinent. Should the card be returned, it must be turned into the Executive Director, or said Executive Director's designee.
7. If an employee leaves Palm Beach MPO their card must be collected and destroyed. The Executive Director, or said Executive Director's designee, shall cancel the card with the issuer.

J. Effective Date

This Procurement Policy is effective as of the date of approval of by the Governing Board, unless otherwise specified in the approving legislation. This Procurement Policy shall not apply to purchases made, and contracts solicited or entered into, prior to the effective date of this Policy, unless the parties agree to this Policy's application to a purchase made, or contract solicited or entered into, prior to the effective date.

Appendix A – Exempt Purchases

1. Advertisements including newspapers, periodicals and related publications, television, radio and similar media
2. Art and artistic services - As used in this exemption, the term “artistic services” does not include advertising or typesetting. As used in this exemption, the term “advertising” means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or Contractual Services. “Artistic services” includes the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording. See §287.012(3), Fla.Stat.
3. Academic programs if the fee for such services does not exceed \$50,000.
4. Accounting Services where the accountant is licensed pursuant to Chapter 473, Florida Statutes, and performs accountancy services which are required to be performed by a licensee of the State of Florida, licensed pursuant to Chapter 473, Florida Statutes
5. Copyrighted and/or Patented Materials
6. Court related payments, court reporters, recording fees
7. Employee tuition
8. Employment agreements
9. Expert witnesses
10. Financial transaction fees
11. Dues and memberships in trade or professional organizations the purpose of which is related to promotion of transportation
12. Government agency services and fees
13. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term also includes, but is not limited to, substance abuse and mental health services involving examination, diagnosis, treatment, prevention, or medical consultation if such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner are also exempt. For purposes of this subparagraph, the term “providers” means health professionals and health facilities, or organizations that deliver or arrange for the delivery of health services.

14. Insurance Renewals
15. Job-related expenses for conferences, seminars and training
16. Leasing expenses for the leasing of real property for the MPO or expenses toward the purchase of real property
17. Legal Services
18. Lectures by specialized individuals. A lecture is a formal or methodical reading or presentation on any subject, but it is not required to be used for the purpose of, or in connection with, training of personnel.
19. Licenses
20. Membership in professional, trade and other similar associations
21. Moving expenses
22. Notary commission fees and/or services
23. Professional medical services
24. Postage
25. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the MPO shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
26. Published books, manuals, maps, periodicals, films technical pamphlets, and copyrighted educational aids
27. Recruitment related expenses
28. Renewal of software licenses, lease agreements, and ongoing operational service agreements (i.e., phone, internet, copier machines, etc).
29. Services or commodities provided by governmental entities.
30. Services of visiting speakers and lecturers
31. Servicing or warranty work of equipment by an authorized dealer or representative when work by another party would void a warrantee or guarantee
32. Subject Matter Expert expenses and fees
33. Subscriptions for periodicals, Florida statutes, and electronic subscriptions
34. Vehicle licensure and registration expenses
35. Used equipment and machinery
36. Utility Services regulated by the government or operated by the government - water, sewer, electric, gas, communications, *etc.*
37. Workers' compensation expenses

Appendix B - Credit Cardholder Agreement

Please review the terms stated below, sign and date. You will receive copies for your records. Please note that this Cardholder Agreement also acts as your signature card and will be kept on file with the Palm Beach Transportation Planning Agency (MPO).

I, _____, hereby acknowledge receipt of a Credit Card, card number _____ (the "Card"), in good condition, with both the MPO's name and mine appearing on the face of the Card. I have verified the information contained thereon and attest to its accuracy.

I agree to accept responsibility for the protection and proper use of the Card in accordance with the MPO policies and procedures. I understand that my use of the Card is subject to audit by the MPO and that my purchases with the Card are limited to official business on behalf of the MPO not exceeding the dollar amounts and eligible purchases as set forth in the policies and procedures.

I agree to immediately notify the MPO's banking institution and the Executive Director, or said Executive Director's designee, if the Card is lost or stolen. I also agree to notify the Executive Director, or said Executive Director's designee, if unauthorized charges appear on my Statement of Account. I understand that failure to notify the Executive Director, or said Executive Director's designee, of the presence of unauthorized charges on my Statement of Account could make me responsible for charges resulting from fraudulent use of the Card.

The improper or unauthorized use of the Card may result in any or all of the following: suspension or termination of the Card and all associated Cardholder privileges, deduction from employee pay for any charges resulting from the improper or unauthorized use of the Card. The appropriate disciplinary action for misuse of the Card could include termination of employment.

I hereby authorize the MPO to (i) audit my use of the Card and (ii) to deduct from my wages or from any other amounts payable to me, an amount equal to the total charges for improper or unauthorized purchases (as determined by the MPO) with the Card, even if I am no longer employed by the MPO.

If the MPO initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay court costs, reasonable attorney's fees and other expenses incurred by the MPO in such proceedings should the MPO prevail in such legal action.

I understand that the MPO may suspend or terminate my privileges to use the Card at any time for any reason. I agree to surrender the Card immediately upon retirement, termination of employment, termination of Cardholder privileges, or upon the request of the Finance and Operations Manager, the Executive Director or an authorized representative of MPO's Banking Institution. I understand that use of the Card after Cardholder privileges have been suspended or terminated is prohibited, and that I will be held solely responsible for charges resulting from such use.

Employee Signature: _____

Date: _____

Palm Beach MPO Approval

Executive Director: _____

Date: _____

Appendix C – Disputed Credit Card Transaction

TO: Executive Director

FROM: _____(cardholder)

Subject: Disputed Item(s) on Credit Card Statement

The highlighted item(s) listed on the attached copy of my credit card account is disputed. I have attempted to resolve this transaction with the merchant. Your assistance is now required in seeking satisfactory resolution through the card issuer. I have indicated below the reason for the dispute and the requested performance by the merchant/card issuer.

_____1) I did not make nor authorize the above transaction. (Please indicate the whereabouts of your credit card).

~~_____2) There is a difference in the amount I authorized and the amount I was billed. (Copy of your charge must be enclosed.)~~

_____3) I only transacted one charge and I was previously billed for this sales draft. Date of previous charge_____. (Copy attached)

_____4) The above transaction is mine but I am disputing the transaction. (Please state your reasons why in detail and the action required by merchant and/or card issuer.)

~~_____5) I have received a credit voucher for the above transaction, but I have not received this merchandise. The details of my attempt to resolve the dispute with the merchant and the merchant's response are indicated below.~~
