



PALM BEACH
Transportation
Planning Agency

PROCUREMENT POLICY

Adopted: December 14, 2017

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Section 1. Policy

It is the procurement policy of the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA) 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 TPA 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 TPA 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 \$5,000	CFO
\$5,000 or greater but not exceeding \$25,000	Executive Director
Greater than \$25,000	TPA Board

This policy shall apply to every purchase/procurement and sale by the TPA 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 TPA budget.

Notwithstanding the provisions in this document, TPA 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 TPA 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:

Palm Beach TPA 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.

TPA Board means the governing board of the Palm Beach TPA.

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

Chief Financial Officer (CFO) means the person designated by the Executive Director to be responsible for overseeing TPA contracting and procurement proceedings, and includes such person's designee.

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.

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.

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

Consultant's Competitive Negotiations Act (CCNA) means services that are regulated by Section 287.055, F.S., referred to as Consultant's Competitive Negotiations Act (CCNA).

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.

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.

Section 3. Competitive Purchasing Process

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. For recurring purchases, the estimated price shall be the estimated total amount to be spent in a fiscal year.

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	< \$5,000		≥ \$5,000 ≤ \$25,000		> \$25,000		
Document Section	Section 3.A		Section 3.B		Section 3.C		
Sub-Category	≤ \$1,000	> \$1,000 < \$5,000	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	(2) Published Price	(3) Solicited Quotes	3		3		
Criteria	Price		Price	Qualifications and Price	Price	Qualifications and Price	Qualifications
Evaluator	TPA Staff		TPA Staff		TPA Staff	Selection Committee	
Approval	CFO		TPA Director		TPA 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	TPA Director or Designee		TPA Director or Designee		TPA Board		

A. Purchases less than \$5,000

All purchases of goods and/or services with an estimated price less than five thousand dollars (\$5,000) shall be approved by the CFO via an executed Purchase Order or Agreement for Services. These purchases shall be made from the lowest cost, Responsive and Responsible bidder or supplier obtained in accordance with the following:

1. Purchases not exceeding one thousand dollars (\$1,000) require two (2) published or solicited quotes. This requirement can be waived at the discretion of the CFO.
2. Purchases exceeding one thousand dollars (\$1,000) but not exceeding five thousand dollars (\$5,000) require three (3) solicited quotes. The CFO shall maintain a record of the solicited quotes for a minimum of three (3) years.

B. Purchases \$5,000 or greater but not to exceed \$25,000

All purchases of goods and/or services with an estimated price five thousand dollars (\$5,000) or greater but not exceeding twenty-five thousand dollars (\$25,000) shall be approved by the Executive Director via an executed Purchase Order or Agreement for Services. Purchases of Goods shall be made from the lowest cost, Responsive and Responsible bidder and Purchases of Services shall be made from the most Responsive and Responsible bidder obtained in accordance with the following:

1. Purchases of Goods - Request for Quotes (RFQ)
 - a. RFQ Materials. The Executive Director shall develop the RFQ Materials, including but not limited to:
 - (1) Introduction
 - (2) Specifications of item(s) to be purchased
 - (3) Information to be provided by a Responsive Bidder
 - b. Public Notice. The Executive Director shall provide Public Notice for a period not less than ten (10) business days. The notice shall state the title and the due date for submittal of quotes.
 - c. Minimum Responsive Bids. The CFO 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 criteria if less than three responsive quotes are received.
 - d. Purchase Approval. The CFO shall prepare a Purchase Order for approval by the Executive Director.
2. Purchases of Services - Request for Services (RFS)
 - a. RFS Materials. The Executive Director 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 shall provide Public Notice for a period not less than ten (10) business days. The notice shall state the title and the due date for submittal of quotes.
- c. Minimum Responsive Bids. The CFO 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. Evaluation. TPA Staff shall evaluate the proposals according to the published evaluation criteria in the RFS Materials and recommend a final selection.
- e. Purchase Approval. The CFO shall prepare an Agreement for Services for approval by the Executive Director.

C. Purchases Greater than \$25,000

All purchases of goods and/or services with an estimated price exceeding twenty-five thousand dollars (\$25,000) shall be approved by the TPA Board via an executed Purchase Order or Agreement for Services. Purchases of Goods shall be made from the lowest cost, Responsive and Responsible bidder and Purchases of Services shall be made from the most Responsive and Responsible bidder obtained in accordance with the following:

- 1. Purchases of Goods – Invitation for Bids (IFB)
 - 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
 - (3) Information to be provided by a Responsive Bidder
 - b. Public Notice. The Executive Director shall provide Public Notice for a period not less than fifteen (15) business days. The notice shall state the title and the due date for submittal of bids.
 - c. Minimum Responsive Bids. The CFO 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 CFO shall prepare a Purchase Order for approval by the TPA Board.
- 2. Purchases of non-CCNA Services - Request for Proposals (RFP)
 - a. RFP Materials. The Executive Director shall develop the RFP 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 shall provide Public Notice for a period not less than fifteen (15) business days. The notice shall state the title and the due date for submittal of proposals.
 - c. Minimum Responsive Bids. The CFO 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. The Executive Director may waive this criteria if less than three responsive proposals are received.
 - d. 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. 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.
 - e. 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 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.
 - f. Purchase Approval. The CFO shall prepare an Agreement for Services between the TPA and the recommended selection for approval by the TPA Board.
3. Purchases of CCNA Services - Request for Proposals (CCNA)
 - a. CCNA Materials. The Executive Director 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
 - (4) Evaluation Criteria to be used to rank responsive proposals (excluding price)
 - (5) Information to be provided by a Responsive Bidder

- b. Public Notice. The Executive Director shall provide Public Notice for a period not less than fifteen (15) business days. The notice shall state the title and the due date for submittal of proposals.
- c. Minimum Responsive Bids. The CFO 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.
- d. 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. 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.
- e. Responsible Bidder. 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.
- f. Evaluation. The Committee shall then 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 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.
- g. Negotiations. 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.
- h. Purchase Approval. After the successful conclusion of negotiations, the CFO shall prepare an Agreement for Services for approval by the TPA Board.

Section 4. 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 services listed in Appendix A.

B. Sole Source Purchases

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

1. 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 TPA.
2. Written documentation from the vendor/supplier stating that they are the only source of the supply for the requested good or service. 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 TPA.

Emergency purchases of more than \$25,000 shall be approved by the Executive Director and shall be presented to the TPA Governing Board at the next TPA 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 CFO determines and documents that the piggyback purchase is advantageous to the TPA;
2. The CFO verifies that the original scope, quantity and nature of the contract meet the needs of the TPA;
3. The contractor agrees to extend the terms and conditions specified in the originating contract to the TPA and the TPA accepts the terms and conditions specified;
4. The CFO 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 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 TPA 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.

Section 5: Administrative Processes

A. Public Notice

The TPA shall maintain a webpage describing business opportunities and shall maintain an e-mail list of subscribers for notifications of business opportunities. The TPA shall post information regarding all active competitive purchases to this webpage 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 by the TPA.

B. 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 CFO 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 TPA attorney, makes a determination that the immediate award of the contract is necessary to protect substantial interests of the TPA.

2. The Executive Director shall have five (5) 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) TPA 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 CFO shall notify all affected parties of the Appeal Committee's decision.

C. Surplus

1. Sales, donations, and disposals of surplus property shall be in accordance with Florida Statutes Chapter 274 and the following procedures. Nothing in these regulations shall prevent the Palm Beach TPA 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. Property may be disposed of in the most efficient and cost-effective means as determined by the CFO.
 - 1) Property (except trade-in property) that is obsolete, unusable, or the sale of which is otherwise determined to be in the best interest of the TPA 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 Executive Director must approve disposal of property with value not exceeding \$25,000. The TPA Board must approve disposal of property with value exceeding \$25,000.
- b. Property (except trade-in property) that is obsolete, unusable, or the sale of which is otherwise determined to be in the best interest of the TPA 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 shall provide Public Notice for a period not less than ten (10) business days. The notice shall state the title and the due date for submittal of bids.
 - 3) Minimum Responsive Bids. The CFO 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 CFO 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.

D. Invoicing and Payment

1. The TPA will pay sufficient invoices within 30 days of receipt (unless otherwise specified in the Purchase Order or Agreement for Services), provided that the goods and/or services have been delivered, received and accepted by the Palm Beach TPA and that the provider is not in default of any contract/agreement terms or conditions, including flow down requirements. The CFO shall date stamp all invoices to determine the start date for the 30-day payment window.
2. A sufficient invoice is defined as an original invoice received by the Palm Beach TPA 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 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 TPA, 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.

E. Records

1. The CFO 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 CFO shall tag and inventory all tangible property equal to or greater than \$1,000 per item.
3. The CFO shall conduct an annual asset and inventory audit of all tangible property equal to or greater than \$1,000 per item.

F. Credit Cards

1. The Palm Beach TPA may establish credit card account(s) to improve the efficiency of the purchasing process. A Palm Beach TPA credit card is to be used for Palm Beach TPA 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 TPA'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. 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 CFO 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 CFO 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 CFO.
5. If an employee leaves Palm Beach TPA their card must be collected and destroyed. The CFO shall cancel the card with the issuer.

Appendix A – Exempt Purchases

Advertisements
Art and artistic services
Copyrighted and/or Patented Materials
Court related payments, court reporters, recording fees
Employee tuition
Employment agreements
Expert witnesses
Financial transaction fees
Dues and memberships in trade or professional organizations
Government agency services and fees
Job-related expenses for conferences, seminars and training
Legal Services
Moving expenses
Notary commission fees and/or services
Professional medical services
Postage
Recruitment related expenses
Subject Matter Expert expenses and fees
Subscriptions for periodicals, Florida statutes, and electronic subscriptions
Vehicle licensure and registration expenses
Utility Services - water, sewer, electric, gas, communications, etc.
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 (TPA).

I, _____, hereby acknowledge receipt of a Credit Card, card number _____ (the "Card"), in good condition, with both the TPA'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 TPA policies and procedures. I understand that my use of the Card is subject to audit by the TPA and that my purchases with the Card are limited to official business on behalf of the TPA not exceeding the dollar amounts and eligible purchases as set forth in the policies and procedures.

I agree to immediately notify the TPA's banking institution and the Chief Financial Officer (CFO) if the Card is lost or stolen. I also agree to notify the CFO if unauthorized charges appear on my Statement of Account. I understand that failure to notify the CFO 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, and **termination of employment** with the TPA. The appropriate disciplinary action for misuse of the Card will be determined by the Executive Director based on the recommendation of the CFO.

I hereby authorize the TPA 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 TPA) with the Card, even if I am no longer employed by the TPA.

If the TPA 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 TPA in such proceedings should the TPA prevail in such legal action.

I understand that the TPA 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 CFO, the Executive Director or an authorized representative of TPA'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: _____

Employee Name: _____

Palm Beach TPA Approval

By: _____

Date: _____

Executive Director

Appendix C – Disputed Credit Card Transaction

TO: Chief Financial Officer

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.
