



RESOLUTION NO 05-01

SUBJECT:

**RESOLUTION ADOPTING THE PROCEDURES FOR PURCHASES, SALES, SERVICES,
AND CONTRACTS OF METROPLAN ORLANDO**

(REVISES AND SUPERSEDES RESOLUTION NO. 00-09 AND ALL PREVIOUS VERSIONS)

WHEREAS, METROPLAN ORLANDO (the "Organization"), in accordance with Section 339.175 F.S., has been duly recognized by the Governor of the State of Florida as the organization responsible for the continuing, cooperative, and comprehensive transportation planning process in the urbanized areas of Orange, Seminole and Osceola Counties; and

WHEREAS, METROPLAN ORLANDO staff, under the general authority of Section 163.01 and, more specifically, under the general policy direction of the METROPLAN ORLANDO BOARD, is responsible for implementing the process; and

WHEREAS, THE METROPLAN ORLANDO BOARD wishes to prescribe policies for employees, authorize the rules, regulations and procedures covering all aspects of the procurement process; and

WHEREAS, THE METROPLAN ORLANDO BOARD wishes to delegate authority to employees of the Organization to assist the Board in discharging its responsibilities;

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING regulations shall establish policies, procedures, rules, and guidelines relating to the procurement, management, control, and disposal of property, services, and construction.

SECTION 1 PURCHASES, CONTRACTS, AND SALES IN EXCESS OF \$25,000.

- A. All purchases of supplies, equipment, and contractual services, the cost of which is greater than twenty-five thousand dollars (\$25,000), shall be made from the lowest, most responsive and responsible bidder obtained

in accordance with the formal bid procedures contained in Section 4 of this Resolution. All such purchases shall have the prior approved budget, Board approval and a purchase order processed by the Finance Department. When precise specifications defining the actual resources that are required cannot be determined, the Organization shall solicit sealed competitive bids through a Request for Proposal in accordance with the formal bid procedures contained in Section 4 of this Resolution.

- B. Surplus property shall be disposed of in accordance with Florida Statutes Chapter 274. All sales of personal property (except trade-in personal property) which has become obsolete and unusable, or the sale of which is otherwise determined to be in the best interest of METROPLAN ORLANDO, the market value of which is expected to be greater than twenty-five thousand dollars (\$25,000), shall be made to the highest, most responsive and responsible bidder obtained in accordance with the formal bid procedures contained in Section 4 of this Resolution. Property eligible to be sold under this section may also be sold through an appropriately advertised public auction (publication of notice not less than one week or more than two weeks prior to sale in a newspaper having a general circulation in the tri-county area). Surplus property may be disposed of for value to any person, or may be disposed of for value without bids to any governmental unit or political subdivision, or offered by sale or donation to private nonprofit agencies as defined in F.S. 273.01(3). All such sales or donations shall have the prior approval of the METROPLAN ORLANDO Board.

SECTION 2 PURCHASES, CONTRACTS, AND SALES FROM \$5,000 TO \$25,000.

- A. All purchases of supplies, equipment, and contractual services, the price of which is at least five thousand dollars (\$5,000), but less than or equal to twenty-five thousand dollars (\$25,000), may be made from the lowest and most responsive and responsible bidder obtained in accordance with the informal Request for Quotes procedures contained in Section 5 of this Resolution. All purchases made under this section shall have funds available in the approved budget, the prior approval of the Executive Director and a Purchase Order processed by the Finance Department. Purchases eligible under this section may also be purchased under the formal bid procedures contained in Section 4 of this Resolution.
- B. Surplus property shall be disposed of in accordance with Florida Statutes Chapter 274. All sales of personal property (except trade-in personal property) which has become obsolete and unusable, or the sale of which is otherwise determined to be in the best interest of METROPLAN ORLANDO, the market value of which is expected to be greater than five

thousand dollars (\$5,000), shall be made to the highest, most responsive and responsible bidder obtained in accordance with the formal bid procedures contained in Section 4 of this Resolution. Property eligible to be sold under this section may also be sold through an appropriately advertised public auction (publication of notice not less than one week or more than two weeks prior to sale in a newspaper having a general circulation in the tri-county area). Surplus property may be disposed of for value to any person, or may be disposed of for value without bids to any governmental unit, or political subdivision, or offered by sale or donation to private nonprofit agencies as defined in s. 273.01(3). All such sales or donations shall have the prior approval of the METROPLAN ORLANDO Board.

SECTION 3 PURCHASES, CONTRACTS AND SALES FOR LESS THAN \$5,000

- A. All purchases of supplies, equipment, and contractual services, the cost of which is under five thousand dollars (\$5,000), may be made from the lowest and most responsive and responsible bidder or supplier obtained in accordance with the informal purchasing procedures for restricted purchases contained in Section 6 of this Resolution. Purchases made under this section require budget availability, department head prior approval and Finance Department processing of a Purchase Order.

Purchases eligible under this section may also be purchased under the formal bid procedures contained in Sections 4 and 5 of this Resolution.

- B. Surplus property shall be disposed of in accordance with Florida Statutes Chapter 274. All sales of personal property (except trade-in personal property) which has become obsolete or unusable, or the sale of which is otherwise determined to be in the best interest of METROPLAN ORLANDO, and the value of which is expected to be less than five thousand dollars (\$5,000), may be disposed of for value to any person, or may be disposed of for value without bids to the State, to any governmental unit or to any political subdivision or, if the property is without commercial value, it may be donated, destroyed, or abandoned. Property, the value of which is estimated to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Board. Sale may be made to the highest and most responsible bidder. Property eligible to be sold under this section may also be sold under the formal bid procedures contained in Section 4 of this Resolution or at an appropriately advertised public auction.

SECTION 4 FORMAL BID PROCEDURES – REQUEST FOR PROPOSAL (RFP)

A. Under formal bid procedures, the Executive Director or his/her designee shall:

- (1) Solicit through appropriate legal advertisements at least three (3) competitive sealed bids or proposals from the general public for the purchase of the needed goods and services. The bidding window shall not be less than fourteen (14) days, nor more than thirty (30) days long unless approved by the Executive Director. The advertisement shall state the title, date, and hour of the public bid opening and shall specifically define the resources for which bids are sought. An invitation to bid shall include instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders.
- (2) Rank the bids received according to a pre-determined methodology and present them, along with his/her recommendation, to the METROPLAN ORLANDO Board for approval.
- (3) Require a Purchase Order be processed by the Finance Department.
- (4) Award the contract or sale after the approval required in Section 1 above has been obtained.
- (5) Obtain a statement of compliance with Public Entity Crime Act (F.S. 287.133) from the successful bidder.
- (6) Maintain a record of all bids received for three (3) years.
- (7) Tag and inventory all Tangible Personal Property items of an individual value of \$1,000 or greater.

B. SALES, DONATIONS AND DISPOSALS OF SURPLUS PROPERTY

Under formal bid procedures, the Executive Director or his/her designee shall:

- (1) For all items for sale, donation or disposal, obtain the prior approval of the Board. Such approval shall show:
 - (a) Item description
 - (b) Item purchase date

- (c) Item purchase cost
 - (d) Item use/purpose
 - (e) Item book value, if available
 - (f) Item condition
- (2) Sell only to the highest responsible bidder following the formal bid procedures in Section 4 (A) or
- (3) Conduct an appropriate legally advertised public auction after publication of notice not less than 1 week or more than 2 weeks prior to sale in a newspaper having a general circulation in the tri-county area or
- (4) Sell or donate the items to a governmental unit or political subdivision or to a private nonprofit agency.

SECTION 5 REQUEST FOR QUOTES (RFQ)

- A. Under Request for Quotes procedures, the Executive Director or his/her designee shall:
- (1) Solicit at least three (3) competitive written quotes, not just advertisements.
 - (2) Maintain a record of all quotes received for three (3) years.
 - (3) Require a Purchase Order be processed by the Finance Department.
 - (4) Award the contract or sale after the approval required above in Section 2 has been obtained.
 - (5) Tag and inventory all Tangible Personal Property items of an individual value of \$1,000 or greater.

SECTION 6 INFORMAL BID PROCEDURES - RESTRICTED PURCHASES

- A. Under bid procedures, the Executive Director or his/her designee may:
- (1) At his/her discretion, solicit at least three (3) oral quotes or published quotes.

- (2) Require a purchase order be processed by the Finance Department.
- (3) Award the contract or sale after the approval required above in Section 3 has been obtained.
- (5) Tag and inventory all Tangible Personal Property items equal to or greater than \$1,000 per item.

SECTION 7 APPLICATION AND EXCLUSIONS/EXEMPTIONS FROM COMPETITIVE BID PROCEDURES – SOLE SOURCE, ETC.

The provisions of this Resolution shall apply to every purchase/procurement by METROPLAN ORLANDO irrespective of their fund source, including State and Federal assistance monies, except as otherwise specified by law. This Resolution shall not apply to:

- A. The acquisition of a sole source item shall be exempt from the competitive bidding requirements set forth in Sections 1 through 5 of this Resolution upon approval by the METROPLAN ORLANDO Board. The Executive Director shall provide written certification that after conducting a good faith review of potential sources, this particular vendor is the only practicable or reasonable source. The certification should also set forth the purpose and need for the item.

- 1) Sole Source purchases shall be approved by the Board

- 2) Sole Source purchases require two notices before a sole source procurement can take effect. The first has to be posted on the METROPLAN ORLANDO website for at least seven (7) business days in the following format:

“METROPLAN ORLANDO announces that the following commodities or contractual services are being sought from a sole source. Respective vendors are requested to provide information of their ability to supply the commodities or contractual services: *(show description of the commodities or contractual services)*”

If it is determined in writing by METROPLAN ORLANDO, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a sole source, METROPLAN ORLANDO shall provide notice of its intended decision to enter a sole source purchase contract by posting on the website for four business days in the following manner:

"METROPLAN ORLANDO announces its decision to award a sole source contract for *(describe the commodities or contractual services)* to *(name the vendor)*. Failure to file a protest within the time prescribed in Section 8 of Resolution No. 05-01 shall constitute a waiver of any further protest.

Section A (2) regarding postings shall not apply to purchases from other governmental or nonprofit agencies.

- B. Emergency purchases shall be exempt from the competitive bidding requirements set forth in Sections 1 through 5 of this Resolution upon approval by the Executive Director.
- C. Contracts with nonprofit organizations or another Public Body or Political subdivision defined in F.S 1.01 (8) for goods or services may be exempt from the competitive bidding requirements set forth in Sections 1 through 5 of this Resolution.
- D. Procurement of dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; paralegals; expert witnesses, court reporters, and specialized legal services; real property & related costs thereto, water, sewer, electric and telecommunications, copyrighted materials; patented materials, art and artistic services; employment agreements; and fees and costs of job-related travel, seminars, tuition, registration and training.
- E. Goods purchased with petty cash in accordance with established procedures.
- F. Purchases from State or Federal GSA term contracts.
- G. Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- H. Awarded bids by any local, State, or national governmental agency, cooperative purchasing organizations, or purchasing associations.
- I. Any transaction for, or related to, the borrowing of money.
- J. Service contracts for the maintenance, repair, or servicing of existing facilities or equipment owned or leased by METROPLAN ORLANDO, at the date of adoption of this Resolution, shall be exempt from the

competitive bidding requirements set forth in Sections 1 through 5 of this Resolution upon approval by the Executive Director.

- K. Procurement of all travel-related expenditures shall be accomplished as specified in F.S. 112.061.
- L. All staff renting vehicles while on METROPLAN ORLANDO business shall purchase rental insurance.

Such purchases, transactions and expenditures listed above shall be authorized by the Executive Director or delegated to the Director of Finance and Administration.

These regulations also shall apply to the disposal of METROPLAN ORLANDO's supplies. Nothing in these regulations shall prevent METROPLAN ORLANDO from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

SECTION 8 (A) PROTESTED SOLICITATIONS AND AWARDS--INVITATION FOR BIDS

- (a) *Right to protest.* Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Director of Finance and Administration.
- (b) *Posting.* The Finance and Administration Department shall post a recommendation of award on the bulletin Board located in the METROPLAN ORLANDO foyer and on the METROPLAN ORLANDO website for no less than three full business days after the decision to recommend award to a bidder.
- (c) *Notice.* A notice of protest must be submitted no later than 5:00 p.m., on the third full business day after posting of the award recommendation. The protest must be in writing and must identify the protesting party and the title of the RFP and shall include a factual summary of the basis of the protest.

A formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after the date of filing the notice of protest. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail or deliver a copy of the notice of protest and the formal written protest to all other bidders and to any person with whom he/she is in dispute and shall provide the Director of Finance and Administration with evidence of such mailing or delivery.

A formal written protest is considered filed with METROPLAN ORLANDO when it is received by the Director of Finance and Administration. Accordingly, a protest is not timely filed unless it is received by the Finance and Administration Department within the times specified above. Failure to file a written notice of protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

These procedures shall be the sole remedy for challenging an award of bid. Bidders are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension or debarment for cause, of the right of a vendor to be included on a vendor list and any future bid or response from that vendor shall be rejected.

The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Invitation For Bid (IFB).

(d) *Authority to resolve.* The Director of Finance and Administration shall attempt to resolve the protest in a fair and equitable manner and shall render a written decision to the protestant by the fifth full business day after filing of the formal written protest as indicated above.

The protesting party may appeal such decision by delivering written notice of appeal of the decision to the Director of Finance and Administration no later than 5:00 p.m. on the third full business day after the date of receipt of the written decision, whereby a "Procurement Protest Committee," comprised of the Director of Finance and Administration, the Executive Director and the using department director, shall have the authority to settle and resolve the protest.

(e) *Proceedings.* The Director of Finance and Administration shall serve as the presiding officer of the "Procurement Protest Committee" and shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protesting party may submit any written or physical materials, objects, statements, affidavits and arguments which he/she deems relevant to the issues raised.

(2) In the proceeding, the protesting party, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other committee members may make whatever inquires deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply, and the committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable, prudent persons rely on the conduct of their affairs.

(4) If it is determined that the solicitation or award is in violation of law or the administrative regulations and internal procedures of purchasing and contracts, the solicitation or award shall be canceled or revised.

(5) If it is determined that the solicitation or award should be upheld, the Director of Finance and Administration shall promptly issue a decision on behalf of the committee in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses. The decision shall be final and conclusive as to METROPLAN ORLANDO unless further action is taken by the Board or a party commences action in court. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording. The proceedings shall be open to the general public.

(f) *Stay of procurement during protests.* In the event of a timely protest, the Director of Finance and Administration shall not proceed further with the solicitation or with the pending award of the contract until the Director of Finance and Administration, with the advice of the METROPLAN ORLANDO attorney and after consultation with the using department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of METROPLAN ORLANDO.

(g) *Protest to the Board.*

(1) *Requirements.* If, in a competitive-bid procurement where the bid award must be approved by the Board, a bidder believes that the "Procurement Protest Committee's" decision is unfair or incorrect, he/she may write a letter to the members of the Board objecting to the decision. The letter of objection and any and all attachments must be delivered by the aggrieved bidder to all Board members no later than 5:00 p.m. on the fifth full business day after the Director of Finance and Administration issues a decision on behalf of the committee. The letter must (1) identify the aggrieved bidder and the solicitation involved; (2) include a clear statement of the legal and factual grounds on which the aggrieved bidder's objection is based; (3) refer to the statutes, laws, ordinances or other legal authorities which the party deems applicable to such grounds, and (4) specify the relief requested of the Board by the aggrieved bidder. The aggrieved bidder shall simultaneously deliver duplicate copies of the letter and all attachments (if any) to the Executive Director, the METROPLAN ORLANDO attorney, and

the Director of Finance and Administration. Thereafter, the Director of Finance and Administration shall mail or deliver copies of the aggrieved bidder's letter (including copies of any attachments) to all other bidders.

(2) *Exclusive method of protest, objection, and appeal.* There is a compelling METROPLAN ORLANDO interest in procuring goods and services in a timely manner. Consequently, procurement disputes must be resolved by the Board with minimal delays. Therefore, in a competitive-bid procurement where the bid award must be approved by the Board, the procedure set forth in this subsection (g) above is the sole means by which a bidder aggrieved by a decision of a "Procurement Protest Committee" under subsection (e) may seek recourse with the Board. Refusal or failure by any aggrieved bidder to pursue its right of objection under this subsection shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially.

(h) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the METROPLAN ORLANDO Board to settle actions pending before the courts.

(i) *Damages.* In the event of the court upholding the protestant's claim, the court-awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

SECTION 8 (B) PROTESTED SOLICITATIONS AND AWARDS - INVITATION FOR REQUESTS FOR PROPOSALS.

(a) *Right to protest.* Any proposer who alleges an omission, error, mistake, or incorrect evaluation or scoring of its proposal or other proposals may submit a letter of protest to the Director of Finance and Administration no later than 5:00 p.m. on the third full business day after the initial posting of the listing of short-listed firms, if applicable, or of intent to award contract. Such letter may request a re-evaluation of specific areas of the proposal(s) by the procurement committee; and must specifically delineate the alleged omission, error, mistake, or incorrect evaluation, and include a suggested remedy which could be administered by the selection committee.

(b) *Posting.* The following protest procedures for the RFP process shall apply: The listing of short-listed firms recommended for the project by the procurement evaluation committee shall be publicly posted at the METROPLAN ORLANDO office for no less than three full business days after the procurement committee's evaluation and decision.

(c) *Notice.* Upon timely receipt of the letter of protest, the Director of Finance and Administration shall notify all other short-listed firms of the protest by copy of the protest letter, and shall refer the letter of protest to the "Procurement Protest Committee" as defined in Section 8 (A) (d) above. The "Procurement Protest Committee" shall schedule a hearing for appropriate action to be determined by the committee. The "Procurement Protest Committee's" hearing shall take place prior to the Board's consideration of the award.

(d) *Proceedings.*

(1) At the "Procurement Protest Committee's" hearing, the protesting party, its representative or counsel, and any other parties affected by the "Procurement Protest Committee's" decision may make an oral presentation of the testimony and argument. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other committee members may make whatever inquiries are deemed pertinent to a determination of the protest.

(2) The judicial rules of evidence shall not apply. The "Procurement Protest Committee" shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons would rely in the conduct of their affairs.

(3) If it is determined that either the solicitation or award is in violation of law or the administrative regulations and internal procedures of purchasing and contracts, the solicitation or award shall be canceled or revised.

(4) The Director of Finance and Administration shall promptly issue the final short-list as established by the committee, indicating the confirmed scoring for each selection criteria, with a copy furnished to the protesting party and all other short-listed proposers. The decision as to short list and scoring shall be transmitted to the Board of METROPLAN ORLANDO for its consideration and approval. Any party may arrange for the proceedings to be stenographically recorded at that party's expense. The proceedings shall be open to the general public.

(5) During the protest proceedings, proposers are prohibited from attempts to influence, persuade or promote through any other channel or means. Such attempts shall be cause for suspension or debarment for cause, of the right of a vendor to be included on a METROPLAN ORLANDO vendor list and any bid or response from that vendor rejected.

(6) The time limits in which protests must be filed as specified herein may be altered by specific provision in the RFP.

(e) *Stay of procurement during protest.* In the event of a timely protest, the Director of Finance and Administration shall not proceed further with the solicitation or with the pending award of the contract unless the Director of Finance and Administration, with the advice of the METROPLAN ORLANDO attorney and after consultation with the using department, makes a determination that the immediate award of the contract is necessary to protect substantial interests of METROPLAN ORLANDO.

(f) *Protest to the Board.*

(1) *Requirements.* If, in a competitive-proposal procurement where the contract award must be approved by the Board, a proposer believes that the procurement committee's decision on a protest under subsection (d) is unfair or incorrect, it may write a letter to the members of the Board objecting to the decision. The letter of objection and any and all attachments must be delivered to all Board members no later than 5:00 p.m. on the third full business day after the Director of Finance and Administration issues the final short-list. The letter 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) refer to the statutes, laws, ordinances or other legal authorities which the aggrieved proposer deems applicable to such grounds; and (4) specify the relief requested of the Board by the aggrieved proposer. The aggrieved proposer shall simultaneously deliver duplicate copies of the letter and all attachments (if any) to the METROPLAN ORLANDO's Executive Director, the METROPLAN ORLANDO attorney, and the Director of Finance and Administration. Thereafter, the Director of Finance and Administration shall mail or deliver copies of the aggrieved proposer's letter (including copies of any attachments) to all other proposers.

(2) *Exclusive method of protest, objection, and appeal.* There is a compelling METROPLAN ORLANDO interest in procuring goods and services in a timely manner. Consequently, procurement disputes must be resolved by the Board with minimal delays. Therefore, in a competitive-proposal procurement where the contract award must be approved by the Board, the procedure set forth in this subsection (f) is the sole means by which a proposer aggrieved by a decision of a procurement committee under subsection (d) may seek recourse. Refusal or failure by any aggrieved proposer to pursue its rights under this subsection shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially.

(g) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the Board to settle actions pending before the courts.

(h) *Damages.* In the event of any court or other proceeding upholding the protestant's claim, any damages, including court-awarded damages accruing to the protestant or any other party shall be limited solely to proposal preparation costs.

SECTION 9 REPORTING REQUIREMENTS

- A. All expenditures, including those from the contingency fund shall be properly recorded in the accounting records and noted and explained as part of the monthly financial report.
- B. Budget amendments to allocated contingency fund expenditures shall be made at least quarterly.

SECTION 10 SALES TAX

METROPLAN ORLANDO is exempt from Florida Sales and Use Tax. A sales tax exemption form is available in the Finance Department. 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.

SECTION 11 PROMPT PAYMENT ACT

- A. Purpose:

To provide a uniform procedure: 1) for proper invoicing and payment; 2) through which disputes regarding invoices may be resolved.

General Information:

The "Florida Prompt Payment Act," Florida Statutes Chapter 218, Part VII, requires that local governments formally adopt definitions and procedures to ensure the timely payment of invoices and to provide a mechanism for resolution of disputes arising from invoices.

- B. Policy:

It is the policy of METROPLAN ORLANDO to pay all invoices within 30 days after receipt of a proper invoice, provided that the goods/services have been delivered, received and accepted by

METROPLAN ORLANDO and that the provider is not in default of any contract/agreement terms or conditions, including flow down requirements.

C. Proper Invoice:

(1) A proper invoice is defined as an original invoice which has been received by the Finance Director of METROPLAN ORLANDO, and has, at minimum:

- (a) Vendor's name, telephone number and mailing address
- (b) METROPLAN ORLANDO Purchase Order Number
- (c) Invoice date
- (d) Identification of receiving department
- (e) Shipping date & delivery date
- (f) Payment terms (including any applicable discounts)
- (g) Adequate description of goods/services for identification
- (h) Quantity
- (i) Unit Price
- (j) Extended Price
- (k) Shipping/handling charges
- (l) Total invoice amount
- (m) Approval of project architect or engineer (if required)
- (n) Approval of governing body (if required)

(2) For contracts, a proper invoice shall include elements in C.1 as appropriate, PLUS:

- (a) Schedule of values for materials and services provided and associated costs
- (b) Total invoice amount (less retainage) and percentage of work completed
- (c) Date of invoice and date work completed through
- (d) Statement of certification that all work was completed in accordance with contract
- (e) Statement that all subcontractors, if applicable, have been paid for work completed

(f) Certification that all procedures for procurement of goods and services provided for ethical, fair and open competition in procurement, and selection of all consultant-contracted services was accomplished in accordance with the Consultants' Competitive Negotiations Act.

(1) It is the sole responsibility of the contractor to ensure that an invoice is proper and submitted as required to METROPLAN ORLANDO, as applicable

(2) Invoices are to be delivered to:

Finance Department
METROPLAN ORLANDO
315 E. Robinson Street, Suite 355
Orlando, FL 32801

Each invoice received by METROPLAN ORLANDO shall be date stamped with the date of first delivery to the Finance Department. The date so marked shall be the date on which the invoice is considered "received."

E. Improper Invoice

For invoices which are not proper, i.e., lacking in one or more of the requirements for a proper invoice, the vendor will be notified within 10 working days of the receipt of the original invoice that the submitted invoice did not contain all the required information and indicate what corrective action on the part of the vendor is needed to make the invoice proper.

F. Dispute Resolution

(1) In the event of a dispute, a representative of the Finance Department, ordering department and the invoicing party shall meet to consider the complaint. This procedure may be initiated by either the vendor or METROPLAN ORLANDO by notifying the other party in writing and stating specifically the nature of the dispute. This procedure shall commence within 45 days (and be resolved within 60 days) of receipt of a proper invoice.

(2) The invoicing party shall provide METROPLAN ORLANDO such material and information as METROPLAN ORLANDO may reasonably require to resolve the dispute.

- (3) Any decision by the Finance Director shall constitute the final decision of METROPLAN ORLANDO regarding the dispute. Such decision shall be communicated to the vendor in writing within 5 business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

SECTION 12 USES OF CREDIT CARDS

Individual names as well as METROPLAN ORLANDO's name are on all credit cards. Therefore, both have responsibility and liability for use of any card in their name.

Card Use:

- A. The credit card is to be used for METROPLAN ORLANDO purchases ONLY. Use of the card for personal items may be grounds for denial of future use of METROPLAN ORLANDO cards. Fraudulent use may be grounds for dismissal from employment.
- B. The credit card has the cardholder's name embossed on it and is to be used only by that cardholder. No other person is authorized to use the card without the express consent of the cardholder. Use of the card for purchases, such as travel for staff under the cardholder's supervision, must be authorized in writing by the cardholder before the purchases, reservations or registrations, etc., are placed.
- C. NO PURCHASE SHALL BE PLACED ON AN INDIVIDUAL'S CARD WITHOUT THE AUTHORIZATION OF THE CARDHOLDER.
- D. All receipts (sales drafts) received at the time of purchase are to be turned into the Fiscal Manager within thirty days of purchase.
- E. All monthly statements of account must be reviewed and signed by the cardholder, certifying that the items shown as purchased are correct, and then forwarded to Accounts Payable for payment. Should an item on the statement be disputed, the cardholder must sign the "Cardholder Statement of Disputed Item" form attached hereto as Attachment 1.
- F. Should any employee 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 Director of Finance and Administration of the loss within one workday after discovery of the loss

or theft of the card. The cardholder is required to make a written report to the Director of Finance and Administration that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred, if known, the purchases that the cardholder had made prior to the loss, and any other information that is pertinent. Should the card be returned, it must be turned into the Finance and Administration Department. (ATTACHMENT I)

G. Terminating Employees - If an employee leaves METROPLAN ORLANDO their card must be collected and destroyed. The Director of Finance and Administration shall cancel the card with the issuer.

H. Non-compliance with the above may result in denial of future use of the card.

SECTION 13 EFFECTIVE DATE OF REGULATIONS

These regulations apply only to contracts solicited or entered into after the effective date of these regulations unless the parties agree to their application to a contract solicited or entered into prior to the effective date.

These regulations shall automatically be updated to remain in compliance with the definition of "property" and the related dollar amount for inventory and capitalization purposes as defined in Florida Statutes 274.02(1).

These regulations shall become effective on the date of adoption and apply retroactively to the fiscal year beginning July 1, 2004.

Passed and duly adopted at the regular meeting of the METROPLAN ORLANDO Board on this 12th day of January 2005.

CERTIFICATE

The undersigned duly qualified and acting Chairman of METROPLAN ORLANDO, hereby certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the METROPLAN ORLANDO Board.

Randall C. Morris, Chairman

Attest:

Virginia Lewis-Whittington
Recording Secretary

ATTACHMENT I

CREDIT CARDHOLDER STATEMENT OF DISPUTED ITEM

TO: Director of Finance and Administration

FORM: _____ (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.

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 in the Finance Department.

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

I have received, read and understand the METROPLAN ORLANDO Card Cardholder Instructions and Resolution 05-01, "Resolution Adopting the Procedures for Purchases, Sales, Services, and contracts of METROPLAN ORLANDO." I agree to accept responsibility for the protection and proper use of the Card in accordance with the above-referenced instructions, policies and procedures. I understand that my use of the Card is subject to audit by METROPLAN ORLANDO, that my purchases with the Card are limited to the dollar amounts as set forth in the policies and procedures, and that the Card is not to be used to purchase certain commodities as outlined in the policies and procedures.

I further understand that I am authorized to purchase only items to be used for official business on behalf of METROPLAN ORLANDO.

I agree to immediately notify the Director of Finance and Administration and, by telephone (at the numbers listed on the back of the card and below), SunTrust Bank if the Card is lost or stolen. I also agree to immediately notify the Director of Finance and Administration if unauthorized charges appear on my Statement of Account. I understand that failure to immediately notify the Director of Finance and Administration of the presence of unauthorized charges on my Statement of Account could make me responsible for charges resulting from fraudulent use of the Card.

Bank Contact: SunTrust Bank

Customer Service

1-800-836-8562

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 METROPLAN ORLANDO. The appropriate disciplinary action for misuse of the Card will be dispensed by the Executive Director based on the recommendation of the Director of Finance and Administration, which recommendation shall be in accordance with the actions described herein and/or the Disciplinary Action Guidelines in the METROPLAN ORLANDO Personnel Manual.

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

If METROPLAN ORLANDO 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 METROPLAN ORLANDO in such proceedings should METROPLAN ORLANDO prevail in such legal action.

I understand that METROPLAN ORLANDO 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 Director of Finance and Administration, the Executive Director or an authorized representative of SunTrust Bank. 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.

Signature: _____

Date: _____

Print Name: _____

SSN#: _____

Department: _____

Executive Director

Approval _____

Date: _____



ATTACHMENT III

PURCHASE REQUISITION

Date: Vendor Information:				Requester:	
				Division:	
Contract Item No.	Qty.	Page	Unit Price	*Description	Ext. Price
				TOTAL:	

*Include color preference, size, stock number, brand

Special Instructions:	
Date Needed:	
Project:	Element:

Department Director _____
 Finance /Administration Department _____

Vendor:	P.O. #:		
Date Ordered:	By:		
Please Check One:			
Contract:	Non-Contract:	To be Picked up:	To Be Delivered:



PURCHASE ORDER 200X-0X

Date:				Requestor:	Quote #
Vendor:				Customer #:	
Sales Rep:				Division:	
Address:					
Part No.	Qty.	Unit Cost	Unit	*Description	Extended Cost
				Sales Tax Exempt #58-20-152937-53C TAX	EXEMPT

*Include color preference, size, stock number, brand

Special Instructions:	
Date Needed:	
Project:	Element:

Department Director _____
 Finance and Administration Department _____

Dear Vendor:

In order to assist in ensuring that payments for goods or services provided to METROPLAN ORLANDO are made on a timely basis, we are providing you with what is considered the minimum requirements for an invoice to be deemed a "proper invoice" for payment.

METROPLAN ORLANDO requires that a proper invoice contain the following minimum information:

- a) an original
- b) vendor's name, telephone number and mailing address
- c) Purchase Order number
- d) invoice date
- e) identification of receiving department
- f) shipping date
- g) delivery date
- h) payment terms (including any applicable discounts)
- i) adequate description of good/service for identification
- j) quantity
- k) unit price
- l) extended price
- m) shipping/handling charges
- n) total invoice amount

It is the policy of METROPLAN ORLANDO to pay all invoices on receipt of a proper invoice according to time frame in FL Statute 218.73 and resolution 00-09 provided that the goods/services have been delivered, received and accepted by METROPLAN ORLANDO and that the provider is not in default of any contract/agreement terms or conditions, including flow down requirements.

Purchases over Category II amounts as defined in FL Statute 287 require compliance with the Public Entity Crime Act.