

**BROWARD SHERIFF'S OFFICE
PURCHASING BUREAU
STANDARD OPERATING PROCEDURES**

3.8.11 Suspension and Debarment.

A. As set forth below, the Purchasing Bureau may suspend or debar for cause the right of a Vendor to participate in the Broward Sheriff's Office (BSO) Procurements. Additionally, any subsequent Bid, Proposal or Quotation from that Vendor during the pendency of such Suspension or Debarment shall be rejected by BSO and that Vendor shall have no right to challenge that rejection or the applicable Procurement.

B. Upon BSO learning that any Vendor is on a State or federal convicted Vendor's list, any such vendor may be automatically debarred by BSO until that Vendor is no longer on such list and such Vendor is reinstated in accordance with Section 3.8.16.

C. It is BSO's intent that Contracts shall be to, and consent to sub-Contracts, only with Vendors known to be reliable, ethical and responsible. To that end, BSO may suspend or debar Vendors from BSO work that do not meet these criteria. The serious nature of Suspension or Debarment requires that such sanction be imposed when it is in BSO 's best interest. Such Suspension or Debarment shall be imposed in accordance with the procedures contained in these Sections 3.8.11 through 3.8.16.

D. Suspension or Debarment applies to all officers, principals, directors, partners, qualifiers, divisions, subsidiaries, or other organizational elements of the suspended or debarred Vendor. The Suspension or Debarment applies to any existing affiliates of the Vendor if they are specifically named and are given written notice of the proposed Suspension or Debarment and an opportunity to respond.

3.8.12. Suspension. A Vendor may be suspended based upon the following:

A. Failure to fully comply with the conditions, Specifications, or terms of a Contract with BSO or Broward County, or any other Broward County Constitutional Officer or any local, state or federal government agency.

B. Failure to fulfill a Bid, Proposal or Quotation upon Award by BSO, Broward County, or any other Broward County Constitutional Officer or any local, state or federal government agency.

C. Commission of any misrepresentation in connection with a Bid, Quotation or Proposal relative to BSO, Broward County, or any other Broward County Constitutional Officer or any local, state or federal government agency.

D. Charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private Contract or sub-Contract, or in the performance of such Contract or sub-Contract. If charges are dismissed or the Vendor is found not guilty, the Suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the Vendor to BSO.

E. Charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty may affect the responsibility of BSO contractor. If charges are dismissed or the Vendor is found not guilty, the Suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the Vendor to BSO.

F. Vendor becomes insolvent, proceedings in bankruptcy regarding the Vendor are filed or, Vendor compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.

G. Commission of any act or omission to perform any act that is grounds for Debarment.

H. Any other cause the Purchasing Bureau determines to be compelling as to affect the responsibility of a Vendor materially and adversely as a BSO contractor, including but not limited to, Suspension by another governmental entity.

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I. Violation of the ethical standards set forth in local, state or federal law.

3.8.13 Debarment. A Vendor may be debarred for the following:

A. Repeated failure to fully comply with the conditions, Specifications, or terms of a Contract with BSO or Broward County, or any other Broward County Constitutional Officer or any local, state or federal government agency.

B. Repeated failure to fulfill a Bid, Proposal or Quotation upon Award by BSO, Broward County, or any other Broward County Constitutional Officer or any local, state or federal government agency.

C. Repeated Commission of any misrepresentation in connection with a Bid, Quotation or Proposal relative to BSO, Broward County, or any other Broward County Constitutional Officer or any local, state or federal government agency.

D. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the Vendor's commercial enterprise stated in Section 3.8.12 D and/or E. If the conviction or judgment is reversed through the appellate process, the Debarment shall be removed immediately upon written notification and proof of final court disposition from the Vendor to BSO.

E. Conviction for the commission of any fraud or act of collusion in connection with any sale, Bid, Quotation, Proposal or other act incident to doing business with BSO.

3.8.14. Effect of Suspension and Debarment.

It is BSO's intent that Contracts shall be to, and consent to sub-Contracts, only with Vendors known to be reliable, ethical and responsible. To that end, BSO may suspend or debar Vendors, or consent to sub-Contract with Sub-Contractors, from BSO work that do not meet these criteria unless the Colonel for the Department of Administration or Designee determines that an Emergency exists justifying such action. Such Vendors are also excluded from conducting business with BSO as agents, representatives, sub-contractors, or partners of other Vendors.

3.8.15. Suspension and Debarment Process. The following procedures shall be utilized for the Suspension or Debarment of a Vendor:

A. The BSO Department requesting the Suspension or Debarment shall submit to the Purchasing Director a written complaint which shall state with specificity the facts and law supporting such a request for Suspension or Debarment, shall include all pertinent documents and evidence, and shall identify a recommended Suspension or Debarment period.

B. The Purchasing Director shall review the complaint, verify whether it is compliant with the provisions of the Purchasing Bureau SOP's, direct any appropriate changes and forward the complaint to the Vendor.

C. The Vendor shall review the complaint and provide a written Response, with supporting documentation, to each allegation. The Response shall be provided to the Purchasing Director within ten (10) business days of receipt of the complaint from BSO. In the event the Vendor fails to respond to the complaint within the prescribed time period, the complaint, as forwarded to the Vendor, shall become an effective Suspension or Debarment decision without further appeal. The date the Response is received in the Purchasing Bureau shall constitute the date of delivery. The calculation of days shall exclude Saturdays, Sundays, and holidays observed by BSO.

D. In the event the Vendor files a timely and complete response to the complaint, the Purchasing Director shall determine whether the Vendor should be suspended or debarred and, if applicable, the time period for such

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Suspension. The Purchasing Director's decision shall be based on the facts set forth in the complaint, the Vendor's response and the parameters set forth herein.

E. Appeal.

1. If the Vendor chooses to appeal the Purchasing Director's determination in 3.8.15.D, the Vendor shall have three (3) business days to file an appeal with the Purchasing Bureau. The Appeal shall be in writing and state with specificity the facts and law supporting the Appeal and shall include all pertinent documents and evidence.

2. The date the Appeal is received in the Purchasing Bureau shall constitute the date of delivery.

3. The calculation of days shall exclude Saturdays, Sundays, and holidays observed by BSO.

4. The Appeal will be reviewed by an Appeals Committee comprised of the Colonel for the Purchasing Bureau, the user department liaison, and Office of General Counsel. The Appeals Committee will meet with the Colonel for the Department of Administration to discuss. If the original decision to suspend or debar is determined to be proper and justified, the Vendor shall be suspended or debarred.

5. Written responses, if any, to the protester will be prepared by The Office of General Counsel.

6. Failure of a party to submit timely a written Appeal to the Purchasing Director within the time provided in this Section shall constitute a waiver of such party's right to appeal pursuant to this Section.

3.8.16. Suspension or Debarment Period.

A. Suspension. The Colonel for the Department of Administration or Designee shall determine the period of Suspension. Such period shall be commensurate with the severity of the cause(s). At the conclusion of the Suspension period, the Vendor shall automatically be reinstated to the status of active Vendor and be eligible to submit Bids, Proposals, Quotations, or otherwise conduct business with BSO.

B. Debarment. The period of Debarment shall remain in effect until the Vendor is reinstated to the status of active Vendor.

C. Reinstatement. A suspended or debarred Vendor may appeal for reinstatement at any time during the Suspension or Debarment period based on one or more of the following reasons:

1. Newly discovered relevant and material evidence that would have changed BSO's decision.

2. A reversal of the conviction, civil judgment or other action upon which the Suspension or Debarment was based.

3. Bona fide change in ownership or management.

4. Elimination of other causes for which the Suspension or Debarment was imposed; or

5. Other reasons that the Colonel for the Department of Administration deems appropriate.

D. The Vendor's appeal for reinstatement shall be based on one or more of the aforementioned reasons. The Purchasing Bureau, with the assistance of the affected Department, shall have thirty (30) business days from

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receipt of such appeal to submit a written response thereto. The matter will be presented to the Colonel for the Department of Administration for a final determination. The Vendor shall not have standing to appeal and/or protest any Formal Solicitation that it submitted a Proposal or could have submitted a Proposal:

1. During the Suspension and/or Debarment Period, and
2. During the period of any appeal of suspension and/or debarment.