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**BROWARD COUNTY
SHERIFF'S OFFICE**

VEHICLE LEASE ANALYSIS



REALM Consulting

February 2013

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REALM Consulting

REALM Consulting was established in 2009 and its Principal has over a decade of experience in providing cutting edge consulting and prime services to various Municipalities and leaders on issues regarding strategic planning, procurement, sustainable growth and strengthening Departmental needs while solving and redirecting priorities.

REALM Consulting is a boutique public policy firm specializing in small and medium municipal governments. Mr. Forte, Principal of REALM Consulting, has served as advisor to many municipal and county leaders. Mr. Forte has served as City Manager to North Bay Village, Chief of Staff to the City of Sweetwater and recently served as Chief of Staff to a Miami-Dade County Commissioner.

Mr. Forte has successfully worked on municipal issues such as voter referendums, capital projects, strategic planning, procurement and municipal annexations. Mr. Forte's vast experience has been requested by various municipalities serving as a consultant to: The City of Doral, The Town of Medley, The City of West Miami, The Town of Miami Lakes, and The City of Sweetwater to name a few.

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Broward Sherriff's Office

Child Protective Investigation Section

VEHICLE LEASE ANALYSIS

INTRODUCTION

The Broward County Sherriff's Office, Child Protective Investigations Section (CPIS) is responsible for investigating when a reported concern of suspected child abuse, neglect or abandonment by a caregiver or other person responsible for a child is received in Broward County.

Broward County is one of the highest counties in Florida, for the number of abuse reports received monthly, extensive resources and collaborations have been devoted to this section including 94 investigators, 16 supervisors, 4 managers and 32 support personnel.¹

The cases are referred to BSO CPIS by the Florida Abuse Hotline, which is operated by the Florida Department of Children and Families (DCF). BSO CPIS incorporates on-site multi-agency assistance to immediately address specific frequently encountered detrimental family issues, which may be an underlying factor in resolving neglect or abuse. The BSO CPIS uses the Broward County Sexual Assault Treatment Center / Child Advocacy Center for medical exams and other related enhanced evaluative and investigative assistance.

The BSO CPIS has full responsibility oversee children and families and provide any additional support if needed and requested. The BSO CPIS collaborates not only with the ChildNet, but the judicial system as well in order to determine the best course of action and need for children and their surroundings. All CPIS investigators are civilian personnel.

The Broward Sheriff's Office has full responsibility for all county child protective investigations and operates under a multi-year Grant agreement with the Florida Department of Children and Families since 1999.

The Broward's Sheriff's Office Child Protective Investigation Section (CPIS) currently leases the vehicles used for their program needs in addition to owning 15 vehicles. The BSO CPIS solicited an invitation to bid in 2010 to serve their mobility needs, which expires in the first of 2013. Currently the BSO CPIS is considering issuing a new invitation to bid for 2013 or to incorporate surplus vehicles for usage in the program.

¹ Broward County Sheriff's Office. Child Protective Investigation Section. <http://www.sheriff.org/about_bso/dle/units/child.cfm>

OBJECTIVE

The objective of the following analysis is to determine whether the Broward Sheriff's Office, Child Protective Investigation Section (CPIS), should proceed with posting an Invitation to BID for a "36-Month Lease of Vehicles for the Child Protective Section", continuing with their current vehicle lease agreement for the program; or should the CPIS consider using surplus vehicles for usage. The main aspects that must be considered are if there is a cost-benefit increase/savings, vehicle requirements, safety, reliability; including wear, maintenance and operation costs.

ANALYSIS

The BSO Child Protective Investigation Section (CPIS) is currently leasing 85 Ford Fusion vehicles and concurrently own 15 vehicles. Only Squad supervisors use CPIS owned vehicles. All vehicles that are used are for work purposes only; however, are driven to and from home.

The current Invitation Bid # 10104029 was issued on 02/24/2010 for a 36-month lease period of selected vehicles for CPIS investigators. The award was given to The Bancorp Bank d/b/a Mears Motor Leasing. At that time, CPIS selected 85 Model year 2010 Ford Fusion for the Division's vehicles at \$247.09/month per vehicle with annual mileage usage of 20,000 miles. All vehicles are carefully monitored not to exceed 20,000 miles a year. The annual cost for leasing the vehicles has been \$252,031.81 which totals a procurement cost of \$756,095.40 over the three-year period, which ends the first quarter of 2013.

Table 1: Current Program Cost 2010-2013
Ford Fusion

Monthly Cost per Vehicle	\$247.09
Monthly Cost/85 Vehicles	\$21,002.65
Annual Cost/85 Vehicles	\$252,031.81
Total Program Cost/85 Vehicles	\$756,095.40

** cost does not include insurance from BSO*

The BSO's current agreement with Mears Motor Leasing takes into consideration the following maintenance, operation, insurance costs including emergency vehicle replenishment

Maintenance and Repair: B.S.O. assumed responsibility for preventive maintenance and non-warranty repairs to the vehicles during the term of the lease agreement.

Inception/Title/Tag/Registration Fees: Pricing quoted for the lease was based on zero percent down with no inception fees. Additionally, all costs associated with title, tag and registration of the vehicles was borne by the Lessor. All vehicles were delivered with the permanent tag and valid registration.

Conditions for emergency/hurricane or disaster – term contracts: It was made a part of the Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or other “Acts of God” that BSO shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public safety and health as determined by the Sheriff. Vendor/Contractor agreed to rent/sell/lease all goods and services to the Broward Sheriff's Office or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. BSO expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

Taxes: All taxes -- federal, state and local, relating to the Contractor's work under agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor.

Insurance: Sheriff insured all vehicles provided under this agreement for all causes directly attributed to the negligent acts or omissions of B.S.O., its employees, agents or servants. B.S.O. agreed to pay all claims and losses attributed to such negligent acts or omissions and shall defend Lessor against all such claims and losses. Sheriff shall be responsible for any and all physical damage (in accordance with an established definition - see physical damage paragraph below) to a vehicle under this agreement when B.S.O. is found at fault. Lessor shall be responsible for subrogation of damages when B.S.O. is found not at fault.

CURRENT VEHICLE SPECIFICATIONS FOR CPIS INVESTIGATORS' MOTOR VEHICLES - FORD FUSION MODEL YEAR 2010

The Following is a detailed list of minimum base specifications for standard equipment for vehicles in the CPIS Section of the BSO. Currently the 85 Ford Fusion 2010 vehicles include but are not limited to the following:

1. ENGINE

A. Manufacturer's 4-cylinder gasoline engine, alternator battery, and cooling package

2. TRANSMISSION

A. Manufacturer's standard automatic transmission and axle ratio

3. PERFORMANCE ITEMS

A. Manufacturer's standard power steering

B. Manufacturer's standard gauges

4. COMFORT ITEMS

A. Manufacturer's standard air conditioning with 134A system

B. Manufacturer's tinted glass all around (AS PERMITTED BY AND IN COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 205)

C. Manufacturer's standard trunk opener

D. Keys: two per vehicle, single key locking system, (each vehicle keyed differently)

- E. Manufacturer's standard AM/FM stereo
- F. Manufacturer's standard floor covering with front and rear floor mats
- G. Manufacturer's standard production seats. Color to be selected at time of order

5. BRAKES

- A. Four wheel anti-lock ABS system

6. SAFETY ITEMS

- A. Dual outside mirrors, inside rearview mirror
- B. Interior dome light(s), with left and right door activated switches.
- C. Minimum 2-speed electric wipers; windshield washer
- D. Manufacturer's standard airbags

7. TIRES & WHEELS

- A. Manufacturer's standard tires and wheels
- B. Manufacturer's spare tire and rim, if available

8. CHASSIS, FRAME, CAB

- A. Manufacturer's standard colors, factory painted. Colors to be selected at time of order.
- B. Manufacturer's standard door molding
- C. Manufacturer's standard fuel tank
- D. Inside hood release

9. CONDITIONS

In addition to equipment specified, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- A. Complete lubrication
 - B. Check all fluid levels to assure proper fill
 - C. Adjustment of engine to proper operating condition
 - D. Inflate tires to proper pressure
 - E. Check to assure proper operation of all accessories, gauges, lights and mechanical features
 - F. Focusing of headlights
 - G. Cleaning of vehicles, if necessary, and removal of all unnecessary tags, stickers, papers, etc.
- DO NOT** remove window price sticker or supplied line sheet

2013 INVITATION TO BID # 13104013 36 MONTH LEASE OF VEHICLES FOR CHILD PROTECTIVE INVESTIGATIONS SECTION

As previously mentioned, the current lease that the CPIS investigators use will expire in the first quarter of 2013. The CPIS is considering to issue an Invitation to Bid # 13104013, which entails a 36 month lease of vehicles for Child Protective Investigation Section for an estimated 86

vehicles for the following vehicle brands and models: Chevrolet Malibu, Ford Fusion, Chevrolet Cruze, Ford Focus or Ford Taurus. The Vehicles must be factory new, pre owned vehicles will not be considered. Attachment C has the full solicitation to bid published by the BSO CPIS.

SURPLUS VEHICLES

A review of surplus vehicles available at the BSO Fleet Services Operations was conducted in order to best determine the feasibility of this alternative. As part of the review, we met with the Interim Fleet Operations Director Scott Barnett and his immediate supervisor Pete Achillarre and BSO Director of Administration Jim Chinn.

A list of the surplus vehicles presented at the time of the discussion is attached as Attachment A. A review was conducted of the vehicles that would be deemed to be in good working condition and be safe to operate especially with operations dealing with the transport of children. A small number of vehicles from the surplus list would be acceptable for CPIS operations. The used vehicles if chosen for CPIS would require a thorough inspection and possible repairs to make them fully functional for CPIS.

Fleet Operations manages the needs of the entire BSO organization by managing the surplus vehicles to supplement its current in-service fleet as required. In addition, surplus vehicles are not considered to be additional new vehicles in BSO inventory but rather older vehicles that have been rotated out of service due to various factors such as mileage and on-going maintenance costs.

NEW VERSUS USED CARS

ADVANTAGES OF NEW CARS

Reduced maintenance: a new vehicle needs maintenance after the first few thousand miles, and then regular oil changes and tune-ups are required. Manufacturers cover the costs of routine maintenance items.

Warranty coverage: the manufacturer covers its new vehicles under warranty for at least three years. With manufacturer warranties, the responsibility rests on the dealer and manufacturer to fix it.

Made to order: The car can be customized to specifications through the dealer.

It's not used: a new car has not been in accidents, has not been mistreated, has no wear and tear, it has a clean history.

Safety: vehicle safety laws are very strict and getting even more stricter. Auto makers are forced to change the way vehicles are built and the safety systems with which they are equipped. Currently some sort of tire pressure monitoring is now mandatory on all vehicles in the U.S., and by 2012 stability control was incorporated. Other technologies that are not mandated, for example: blind spot monitoring system, side curtain air bags, adaptive cruise control, and brake assist are more prevalent on less expensive vehicles as their associated costs come down.

Higher Fuel efficiency and Lower Emissions: newer cars are more fuel efficient, more powerful.

ADVANTAGES OF USED VEHICLES

Price: In this case, the BSO has surplus vehicles, which are owned by the BSO and there is no need for financing to purchase vehicle.

Depreciation: cars lose value with each passing month and mile. Used cars already had their depreciation hit. Has already been exposed to wear and tear factors as well as little dings, rock chips, etc.

Insurance rates: Insurance rate will be affected by year of the car, but in this case a used vehicle tends to be less expensive.

RECOMMENDATIONS/CONCLUSION

In the analysis of all the factors involved to make a determination that is efficient and feasible we sought input from CPIS personnel. REALM met with both Major Lisa Baker & Captain Daniel Lindsey at CPIS Headquarter. A tour of the facility and a briefing of the mission of CPIS were provided as part of our review.

Based on the information obtained, CPIS is currently very pleased with the level of service and practicality of the current lease program. Vehicles are closely monitored by supervisors to ensure proper maintenance, mileage, and proper usage of vehicles by staff. This is accomplished by daily logs and reports managed by a supervisor within the department.

A concern was expressed by both the Major and Captain that used surplus vehicles will result in very high consumption of fuel; therefore, depleting the budgeted fuel budget. It was stated that in years past the department had several of these vehicles and it was a costly expense for the department. The current leased vehicles are very efficient fuel consumption vehicles and have not been a strain on the allocated budget. As gas prices continue to fluctuate and current prices climbing in 2013 every single day special attention must be given to how the department will financially manage its fuel costs.

As part of our review REALM reviewed the DCF CPI Grant Agreement- #JJZ02- (05C-057) attached as Attachment E. In section C. Manner of Service Provision, Subsection 3 Equipment, Maintenance, and Related Services (pg.19) details that all such services be included in the budget as provided in the grant agreement as attachment II. In order to use surplus vehicles under the terms of the grant agreement CPIS must carefully budget for its known and unknown costs relating to surplus vehicles. The unknown cost may be a drain on the overall funds available for the program. As such the lease program provides a consistent and manageable expense for the grant and ensures that the CPIS grant budget is expended as planned by management.

Based on the information provided by Fleet Operations and the operational needs of CPIS it is evident that the use of surplus vehicles is not feasible or efficient for CPIS. It is recommended that BSO continue to proceed with its solicitation of new leased vehicles.

ATTACHMENT A: SURPLUS VEHICLES

Report Reflects BSO Active Fleet by Department with Employee and Mileage

Broward County Sheriff's Office

FLEET SERVICES DIVISION

ANY:	"BSO" - BROWARD COUNTY SHERIFFS OFFICE										
..	UNIT #	M/U	YEAR	MAKE	MODEL	VIN	SHERIFF TAG	CONF. TAG	EMPLOYEE / DRIVER	Mileage	
DEPT "2243" - Fleet Services											
2243	4036	U	2000	FORD	TAURUS	1FAPF5325YA214493	52451	031KXU	POOL	98,720	
2243	6474	U	2002	FORD	TAURUS	1FAHP52U02A217837	45138	672ICE	POOL	96,166	
2243	5616	U	2003	FORD	TAURUS	1FAHP53UX3A233964	48583	S390ZP	POOL	48,918	
2243	6111	U	2003	FORD	TAURUS	1FAHP53U13A233951	48596	S638ZP	POOL	67,481	
2243	9603	U	2003	FORD	TAURUS	1FAHP53U23A233909	49019	S885ZQ	POOL	69,209	
2243	6177	U	2003	FORD	TAURUS	1FAHP53U03A233942	48740	P895TU	POOL	72,879	
2243	5742	U	2003	FORD	TAURUS	1FAHP53U13A233898	48734	271YGF	POOL	74,515	
2243	6620	U	2003	FORD	TAURUS	1FAHP53U13A233920	48763	S192ZP	POOL	75,803	
2243	6129	U	2003	FORD	TAURUS	1FAHP53U93A233955	48592	S152ZP	POOL	85,289	
2243	9597	U	2003	FORD	TAURUS	1FAHP53UX3A233950	48728	S074ZR	POOL	93,913	
2243	6231	U	2003	FORD	TAURUS	1FAHP53U03A233939	48744	S761ZP	POOL	103,303	
2243	9885	U	2003	FORD	TAURUS	1FAHP53U93A233891	49026	S066ZR	POOL	131,910	
2243	4157	U	2004	FORD	TAURUS	1FAHP53U84A194454	52221	S59ICE	POOL	57,723	
2243	4094	U	2004	FORD	TAURUS	1FAHP53U84A169733	51947	653YFZ	POOL	74,158	
2243	4106	U	2004	FORD	TAURUS	1FAHP53U44A169745	51935	S676ZP	POOL	79,186	
2243	4144	U	2004	FORD	TAURUS	1FAHP53U24A189816	52235	440YGC	POOL	83,210	
2243	4144	U	2004	FORD	TAURUS	1FAHP53U14A194456	52224	209KXU	POOL	84,150	
2243	4154	U	2004	FORD	TAURUS	1FAHP53U44A169731	51949	4901UD	POOL	85,950	
2243	4092	U	2004	FORD	TAURUS	1FAHP53U64A169729	51951	156YGJ	POOL	90,734	
2243	4090	U	2004	FORD	TAURUS	1FAHP53U04A169709	52215	774YGC	POOL	94,935	
2243	4070	U	2004	FORD	TAURUS	1FAHP53U64A169715	52209	209YGF	POOL	103,231	
2243	4076	U	2004	FORD	TAURUS	1FAHP53U04A169748	51932	S298ZP	POOL	106,700	
2243	4109	U	2004	FORD	TAURUS	1B3AL46R25N645365	54570	S752ZP	POOL	54,200	
2243	9283	U	2005	DODGE	STRATUS	1FAFP53285A286574	56116	465KXU	POOL	58,860	
2243	6754	U	2005	FORD	TAURUS	1B3AL46R05N631416	13914	P239TW	POOL	65,645	
2243	6854	U	2005	DODGE	STRATUS	1FAHP53U65A283747	52625	S577ZQ	POOL	67,116	
2243	9772	U	2005	FORD	TAURUS	1B3AL46R85N644446	54565	669YFZ	POOL	77,580	
2243	5537	U	2005	DODGE	STRATUS	1B3AL46R55N631427	54541	950YGF	POOL	78,600	
2243	9546	U	2005	DODGE	STRATUS	1B3AL46R05N644439	54562	994YGF	POOL	78,945	
2243	9264	U	2005	DODGE	STRATUS	1G1ZT52845F174083	53398	S484ZP	POOL	81,631	
2243	4449	U	2005	CHEVROLET	MALIBU	1B3AL46R65N631422	52573	S569ZP	POOL	86,746	
2243	9272	U	2005	DODGE	STRATUS	1B3AL46R45N631421	52572	P463TW	POOL	87,997	
2243	6924	U	2005	DODGE	STRATUS	1B3AL46R25N631403	13927	S939ZT	POOL	90,612	
2243	6981	U	2005	DODGE	STRATUS	1B3AL46R65N644445	54573	203KXU	POOL	99,425	
2243	5521	U	2005	DODGE	STRATUS	1B3AL46R25N631384	13923	632ICE	POOL	101,866	
2243	9235	U	2005	DODGE	STRATUS	1FAHP53U16A220511	56339	441KXU	POOL	76,542	
2243	5188	U	2006	FORD	TAURUS	1FAHP53U96A220515	56340	361KXU	POOL	81,672	
2243	6337	U	2007	FORD	TAURUS	1FAHP53U57A112734	57849	U936LX	POOL	60,806	
2243	6344	U	2007	FORD	TAURUS	1FAHP53U27A112741	57843	U903LX	POOL	61,343	
2243	6579	U	2007	FORD	TAURUS	1FAHP53U47A121621	57897	W518BC	POOL	64,192	
2243	6368	U	2007	FORD	TAURUS	1FAHP53UX7A112714	57876	W405BC	POOL	67,427	
2243	6256	U	2007	FORD	TAURUS	1FAHP53U17A112746	56407	W436BC	POOL	76,648	
2243	6488	U	2007	FORD	TAURUS	1FAHP53U97A121615	57866	W728BC	POOL	80,258	
2243	6573	U	2007	FORD	TAURUS	1FAHP53U57A121613	57894	U581MA	POOL	88,058	
2243	6248	U	2007	FORD	TAURUS	1FAHP53U87A112744	57833	U361LY	POOL	88,583	
2243	6389	U	2007	FORD	TAURUS	1FAHP53U17A112777	57864	W502BC	POOL	89,741	
2243	6494	U	2007	FORD	TAURUS	1FAHP53U07A121616	57868	W645BC	POOL	93,005	
2243	6266	U	2007	FORD	TAURUS	1FAHP53U67A112757	56408	W794BC	POOL	96,120	
2243	6590	U	2007	FORD	TAURUS	1FAHP53U07A112771	57899	W799BC	POOL	96,677	
2243	6260	U	2007	CHEVROLET	MALIBU	1G1ZS58N97F227024	ZBA11	X442FU	POOL	99,945	
2243	6542	U	2007	FORD	TAURUS	1FAHP53U77A112752	57887	W600BC	POOL	100,200	
2243	6000	U	2007	CHEVROLET	MALIBU	1G1ZS58N47F225620	ZBA48	X281FU	POOL	100,733	
2243	6547	U	2007	CHEVROLET	MALIBU	1G1ZS58N97F229632	ZBA15	X314FU	POOL	106,052	
2243	6559	U	2007	FORD	TAURUS	1FAHP53U37A112781	57885	W745BC	POOL	106,137	
2243	6225	U	2007	FORD	TAURUS	1FAHP53U77A112735	56404	W515BC	POOL	122,301	

Total Units For Dept. "2243": 55

Total Units For Company "BSO": 55

REPORT OPTIONS:

EQUIPMENT DEPARTMENT RANGE: ALL

COMPANY CODE RANGE: ALL

EQUIPMENT CLASS RANGE: ALL

ATTACHMENT B: USED VERSUS NEW CARS BIBLIOGRAPHY

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ATTACHMENT C: Invitation to Bid # 10104029 March 16th, 2010
Lease of Vehicles for Child Protective Investigations Section

**BROWARD COUNTY SHERIFF'S OFFICE
2601 W. BROWARD BLVD.
FT LAUDERDALE, FLORIDA 33312**



Pride in Service with Integrity

INVITATION TO BID

10104029

FOR

Lease of Vehicles for Child Protective Investigations Section

Issue Date: February 24, 2010



Pride in Service with Integrity

BID # 10104029

**Lease of Vehicles for Child Protective Investigations Section
OF THE BROWARD COUNTY SHERIFF'S OFFICE**

INVITATION TO BID

The Broward Sheriff's Office will receive formal sealed bids for lease of an estimated eighty-six (86) vehicles until **3:00PM on March 16, 2010**. The vehicles will be assigned to BSO's Child Protective Investigations Section (CPIS). BSO is seeking bids on factory new vehicles only. Pre-owned vehicles will not be considered. Copies of the Invitation to Bid (ITB) may be obtained online from the following web site: www.sheriff.org/purchasing or from the Broward Sheriff's Office Purchasing Division 2601 W. Broward Boulevard, Suite 3509 Ft. Lauderdale, FL 33312.

Bids will be opened at the Broward Sheriff's Office, 2601 W. Broward Blvd., Ft. Lauderdale, FL at the date and time indicated above.

The term of this contract will be for either thirty-six months or forty-eight months from the date of delivery for each vehicle. The desired delivery date for the vehicles is on or about July 1, 2010. The three makes/models being considered at this time are limited to the Chevrolet Malibu, Ford Fusion or the Ford Focus.

Bids received after the deadline noted above will not be accepted. BSO reserves the right to postpone, accept or reject any and all bids in whole or in part. All bids must remain in effect for ninety (90) days from the date of Bid opening.

**PATRICK J. CALLAGY
PURCHASING MANAGER**

BID # 10104029

Lease of Vehicles for Child Protective Investigations Section

2

"Lease of Vehicles for Child Protective Investigations Section"

Invitation to Bid # 10104029

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"Lease of Vehicles for Child Protective Investigations Section"
Invitation to Bid # 10104029
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**Broward Sheriff's Office
Purchasing Bureau
P.O. Box 9507
Fort Lauderdale, FL 33310**

Invitation to Bid # 10104029

"Lease of Vehicles for Child Protective Investigations Section"

Pursuant to the Broward Sheriff's Office Procurement Code, The Broward Sheriff's Office invites qualified firms to submit sealed bids to provide **Lease of an estimated eighty-six vehicles until 3:00 PM on March 16, 2010 in the Purchasing Division at 2601 W Broward Blvd., Suite 3509 (3rd Floor), Public Safety Building, Ft Lauderdale, Florida 33312.** These bids will be publicly opened in the presence of BSO officials at the above time and date. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. It shall be the sole responsibility of the Bidder to have their bid delivered to the Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. **Late bids shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.**

BSO reserves the right to postpone, accept or reject any and all bids in whole or in part, to waive irregularities and technicalities, and to request re-bids. BSO also reserves the right to award the contract on such item(s) that BSO deems will best serve its interests. All bids must remain in effect for ninety (90) days from the date of Bid opening. Bidders are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to the Invitation to Bid (ITB). Failure of the Bidder to examine all pertinent documents shall not entitle bidder to any relief from the conditions imposed in the ITB.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate BSO officials for award. BSO, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the bid to the lowest bidder, or any bidder. BSO reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of BSO. BSO shall be the sole judge of the bids and BSO's decision shall be final. Bidders who wish to receive a copy of the bid tabulation should visit the BSO website. Bid results will be available approximately three (3) business days after bid opening. Bid results will not be given out by telephone, facsimile transmission or e-mail.

There are four (4) sections in this bid: Special Conditions, General Conditions, Bid Specifications & General Requirements, and Bid Pricing Form and Acknowledgements. The following documents are attached to this ITB: Attachment "A" Affidavit, Attachment "B" Drug Free Workplace Certificate, and Attachment "C" Statement of "No Bid" Form.

Please read all sections thoroughly and complete the bid in accordance with the instructions.

Successful bidder is referred to as CONTRACTOR throughout this ITB.

SECTION I - SPECIAL CONDITIONS
"Lease of Vehicles for Child Protective Investigations Section"
Invitation to Bid # 10104029

Scope: Bids are hereby invited to establish a 36 or 48-month Lease Agreement in accordance with the General Conditions and other provisions of this bid for vehicles for BSO's Child Protective Investigations Section.

1. **Term of the Contract:** The term of the contract will be for either 36 months or 48 months from the date of delivery and acceptance of the vehicles by BSO.
2. **Basis of Award:** Award will be made to the lowest responsive, responsible bidder, and as in the best interest of the Broward Sheriff's Office. The intent is to make a single award against this solicitation; however, BSO reserves the right to make multiple awards if it is in its best interest. BSO shall be the sole judge of the bids and its decision shall be final.
3. **Delivery and Acceptance:**
 - 3.1 **DELIVERY ADDRESS:** BSO/FLEET SERVICE CENTER
2001 N.W. 31st Avenue
Lauderdale Lakes, FL 33311
 - 3.2 **INSPECTION:** Inspection shall be made at point of delivery unless otherwise specified.
4. **Pricing:** All prices bid shall be FOB destination to the delivery address in Section I, paragraph 3. Prices shall be firm for the duration of the lease term.
5. **Contract Extension:** In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager or Purchasing Bureau Director. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Broward Sheriff's Office.
6. **Conditions for emergency/hurricane or disaster – term contracts**

It is hereby made a part of the Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or other Acts of God that BSO shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Sheriff. Vendor/Contractor agrees to rent/sell/lease all goods and services to the Broward Sheriff's Office or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. BSO expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
7. **Pre-Bid Conference – NOT APPLICABLE**
8. **Piggyback Allowance:** With the consent of the successful bidder, the Broward Sheriff's Office will permit municipalities and other governmental agencies within the State of Florida to utilize this ITB to make purchases under the same pricing, terms, and conditions of this ITB with the development of their own contract. This specifically applies to members of the Southeast Florida Governmental Purchasing Cooperative Group (Co-op).

*****END OF SECTION I*****

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids:

- 1.1 Bidders should use the "BID" Form furnished herein and submit ONE (1) original and TWO (2) exact copies of their Bid, consisting of the submittal Documents and all Addenda received from BSO. **Bidder will check the appropriate box on the first page of Section IV indicating whether the submittal is a Copy or Original.**
- 1.2 Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids shall clearly indicate the legal name, address and telephone number of the Bidder, together with legal entity (corporation, partnership, individual). Bids shall be signed and bear the signature in longhand of the person authorized to bind the Bidder above the typed or printed name and title of the signer. Payment will be made to company name shown only. It is the sole responsibility of the Bidder to ensure that the bid arrives on time at the right place. All expenses relevant to preparation and submittal of bids are to be borne by the Bidder. Failure to comply with these instructions may result in rejection of your bid.
- 1.3 Bids must be returned in a sealed envelope (with the correct postage affixed, if the bid is mailed) and should show the following information:
- 1.3.1 Your return mailing address in the upper left-hand corner.
- 1.3.2 Bid Number & Title on the outside of your sealed bid envelope.
- 1.3.3 Bids that are lost, misrouted, or otherwise fail to be received by the Purchasing Division due to Contractor's failure to properly label the envelope shall not be accepted.
- 1.4 When submitting your bid, use one of the following addresses, as appropriate:
- | | |
|--------------------------|-------------------------------------|
| BY U.S. MAIL | BY COURIER OR HAND DELIVERY: |
| Broward Sheriff's Office | Broward Sheriff's Office |
| Purchasing Division | Purchasing Division |
| PO Box 9507 | 2601 W. Broward Blvd. |
| Ft. Lauderdale, FL 33310 | Ft. Lauderdale, FL 33312 |
- 1.4.1 IF HAND DELIVERING YOUR BID, BIDDERS ARE CAUTIONED TO ALLOW SUFFICIENT TIME PRIOR TO THE BID OPENING TO ACCESS THE PUBLIC SAFETY COMPLEX. DELAYS MAY BE EXPERIENCED IN OBTAINING ACCESS TO THE BUILDING AS A RESULT OF ENHANCED SECURITY MONITORING OF PERSONS ENTERING THE COMPLEX.
- 1.5 Late bids will not be accepted and will be returned unopened at bidder's request and expense.
- 1.6 Multiple Submissions: Only one response to the BID from any one firm will be considered. In the event of multiple submissions, the firm will be asked to identify which submission should be analyzed. In no event will the Broward Sheriff's Office consider multiple submissions from the same firm.
- 1.7 Disclosure and Disclaimer: Any recipient of this BID who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.
- 1.7.1 All costs incurred by the Bidder in preparing and responding to this BID shall be the sole responsibility of the Bidder. The Broward Sheriff's Office assumes no responsibility or liability for costs incurred in the preparation or submission of any bid. All expenses in preparing any re-submittals shall be the sole responsibility of the Bidder.
- 1.7.2 The Broward Sheriff's Office or its representatives do not warrant or represent that any award or recommendation will be made as a result of the issuance of this BID.
- 1.7.3 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in bids received; to request additional information, to exercise its discretion and apply its judgment at its discretion, and/or request re-submittal of a Bid.

1.7.4 The Contractor, its employees and agents shall not disclose information gained from work performed under the contract, except for that required by law or by a Court, without the written authorization of the Broward Sheriff's Office. This includes release of information to the public or to any person or organization that would not have such information in the regular course of business.

2. **Completion of Bid Forms:** Bidder is to fill in all of the blank spaces on the bid form(s) (if applicable) and return all numbered pages, together with any attachments. Bidder must indicate by signing the acknowledgement page that bidder has read and understands the provisions contained in this ITB. Failure to comply with these instructions shall result in rejection of your bid. Any bid may be withdrawn up until the date and time set forth above for opening of the bid. Any bid not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days.
3. **Signature Required:** All bids must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned bids will be rejected. All manual signatures must be original to be considered valid - no rubber stamp, photocopy, etc. (Payment will be made to company name shown only.)
4. **Bid Withdrawal:** Bidder certifies that prices, terms, and conditions in the bid will be irrevocable for a period of ninety (90) days from the date of bid opening unless otherwise required in the bid. Bids may not be withdrawn before the expiration of ninety (90) days. Bids may be withdrawn after ninety (90) days only upon written notification to the BSO Purchasing Bureau. If there is an error in extensions, unit prices will prevail.
5. **Signed Bid Considered an Offer:** This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by appropriate authorities of BSO. BSO will issue a purchase order or a letter of authorization to the successful bidder, as authorization of award subject to requirements of detailed specifications and those conditions contained herein.
6. **Default Provisions:** In the event of default by the bidder, BSO reserves the right to procure the item(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a BSO contract may be debarred from doing business with BSO for a period of thirty-six (36) months from the date of default.
7. **Copyrights and Patent Rights:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and successful bidder agrees to indemnify and hold harmless BSO, its employees, agents, or servants, Broward County, Broward County Board of Commissioners, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.
8. **Laws and Regulations:** Bidders agree to abide by all applicable Federal, State, County, and local rules, regulations, ordinances and codes.
9. **Taxes:** All taxes -- federal, state and local, relating to the Contractor's work under its agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor.
10. **Conflict of Instructions:** If a conflict exists between the General Conditions and Instructions contained herein, and the Special Conditions and Instructions contained herein, the Special Conditions and Instructions shall govern.
11. **Specifications and Requirements:** The specifications, requirements and services to be provided are stated in Section III. **Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should send an e-mail to patrick_callagy@sheriff.org or via facsimile to (954) 765-4006.** No change(s) and no interpretations(s) shall be considered binding unless provided to all bidders in writing in the form of an Addenda or Information Letter.
12. **Intentionally Left Blank**
13. **Anti-Collusion Statement:** By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.
14. **Indemnification:** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of BSO counsel, defend or pay for an attorney selected by BSO counsel to defend BSO, the Sheriff, Broward County, the Board of

Commissioners of Broward County, and their officers, agents and employees of BSO and Broward County and Broward County Commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform Sheriff in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. Sheriff shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

Sheriff shall not be liable for and Bidder agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to Bidder's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

15. **Nondiscrimination:** CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.
16. **Sovereign Immunity:** Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
17. **Confidentiality:** To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF that the remedy at law for any such violation or threatened violation will not be adequate and BSO shall be entitled to temporary and permanent injunctive relief.
18. **Severability:** In the event any provisions of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract which shall remain in full force and effect and enforceable in accordance with its terms.
19. **Enforcement:** In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.
20. **No Third Party Beneficiaries:** This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.
21. **Funding:** The obligation of BSO for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
22. **Manner of Performance:** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to BSO any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rule-

and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

23. **Public Records:** The Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, and the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the BID will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the BID. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.
24. **Agreement/Contract:** Any Agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by BSO and shall contain, as a minimum, applicable provisions of this Invitation to Bid. BSO reserves the right to reject any agreement, which does not conform to the BID, and any BSO requirements for agreements and contracts. BSO reserves the right to modify, add or delete language in any agreement. If the bidder requires BSO to execute a Lease Agreement, a copy **MUST** be submitted with the bid document for approval by BSO prior to award; otherwise the bid document and BSO Purchase Order will be the Lease Agreement between the parties. If the bidder submits a Lease Agreement it shall contain, at a minimum, the terms and conditions stated herein. The Lease Agreement will be subject to negotiation. In the event an Agreement cannot be reached, BSO shall have the right to declare an impasse and commence negotiations with the next lowest bidder.
25. **Assignment:** No assignment of this contract or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of BSO, which may be given or withheld, in BSO's sole discretion.
26. **Waiver or Breach:** It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed. The waiver by either party of a breach or violation of any provision of this Contract shall be construed as a modification of this contract and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Contract.
27. **Termination:** The Contract may be terminated upon the following events:
- a) **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
 - b) **Termination without Cause.** Either party shall have the right to terminate this Contract without cause by providing the other party with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
 - c) **Termination for Cause.** In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or the terms and conditions of this Contract.
 - d) **Termination for Lack of Funds.** In the event the funds to finance this Contract become unavailable or are not allocated by Broward County or applicable grant funds, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.
 - e) **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate this contract immediately upon the occurrence of any of the following events:
 - i. CONTRACTOR's violation of the Public Records Act;
 - ii. The insolvency, bankruptcy or receivership of CONTRACTOR;
 - iii. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of this Bid; or

- iv. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
 - v. Notwithstanding any other provisions of this Contract, the CONTRACTOR'S duty to indemnify and defend BSO as set forth in this bid shall survive the termination or expiration of this Contract.
28. **Drug Free Workplace Certification by Contractor:** All bidders must complete the attached "Drug Free Workplace Certification by Contractor", and submit it with their bid. Failure to do so may result in rejection of your bid.
29. **Public Entity Crimes:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted Contractor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted Contractor list. Violation of this section by CONTRACTOR shall result in termination of this Contract and may cause CONTRACTOR debarment.
30. **Governing Procedures:** This bid is governed by the applicable sections of the BSO Purchasing Procedures Manual. A copy of the manual is available for review at the BSO Purchasing Division.
31. **Identical Tie Bids:** If all bids received are for the same total or unit price, quality and service being equal, the contract or purchase will be awarded to a local responsible bidder. Local bidder is defined as a bidder whose business office is located within Broward County, Florida. If there is a tie bid among local bidders or among non-local bidders, preference will be given to a certified minority business enterprise. If none of these conditions exist or there is more than one local and/or minority business enterprise, the Purchasing Manager will determine which bid will be selected, based upon the best interests of BSO.
32. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATIONS:** Each bidder shall examine and review this bid, indicating their understanding of each page by signing the "Acknowledgement Section", "Section IV". **Requests for additional information or clarification regarding this ITB should be e-mailed to patrick_callagy@sheriff.org or may be faxed to (954) 765-4006.** No verbal requests for information or clarification shall be honored.
- 32.1 The person submitting the request for additional information or clarification shall be responsible for its timely delivery. **Requests received less than five (5) business days prior to the deadline for submittal of this ITB might not be acknowledged.** Bidders are cautioned that any communication prior to award shall be limited to the designated representative of the Purchasing Division as stated above.
- 32.2 At its sole discretion, BSO may answer such inquiries by means of a written Information Letter or an Addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be issued to all document holders. If any addenda are issued to this Invitation to Bid, BSO will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to visit the BSO website or contact the BSO Purchasing Division at (954) 831-8170 to determine if addenda were issued and to make such addenda a part of their bid.
- 32.3 Explanations or clarifications, which do not require any revision to the specifications, will be issued in the form of an Information Letter. Information Letters do not need to be signed or returned with the proposal. **The BSO shall not be responsible for oral information given by any of the BSO employees or other persons.** The issuance of a written Information Letter or Addendum is the only official method whereby interpretation, clarification or additional information can be given.
- 32.4 **Addenda Acknowledgement:** The Bidder shall be required to acknowledge receipt of any formal addenda by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal addendum in its Bid shall deem its Bid non-responsive; provided, however, that BSO may waive this requirement in its best interest.

33. **Statement of "No Bid":** If your firm chooses not to submit a bid, please complete and return the attached Statement of "No Bid" Form. Failure to respond by either submitting a bid or "No Bid" form after receiving three Invitation to Bids may result in your firm being removed from our Contractor's List.
34. **Non-Exclusive Agreement:** Bidder understands and acknowledges that any Agreement awarded as a result of this bid is non-exclusive and that BSO reserves the right to lease vehicles from others.

***END OF SECTION II ***

SECTION III

BID SPECIFICATIONS & GENERAL REQUIREMENTS

INTENT

The intent of this bid is to establish a 36-month or 48-month lease agreement for an estimated eighty-six (86) vehicles. Selected vehicles will include all or a combination of the following makes and models: Chevrolet Malibu, Ford Fusion, or Ford Focus. **The three specified makes and models are the only ones being considered at this time** and the vehicles quoted **MUST** be factory new. Pre-owned vehicles will not be considered. **B.S.O. makes no guarantee on actual makes, models or quantities to be ordered and reserves the right to increase or decrease the estimated quantities.**

If the bidder requires B.S.O. to execute a lease agreement, a copy **must** be submitted with the bid document for approval by B.S.O. prior to award; otherwise the bid document and B.S.O. Purchase Order will be the lease agreement between both parties. If the bidder submits a lease agreement, such lease agreement shall contain, at a minimum, the terms and conditions stated herein. The lease agreement will be subject to negotiation. In the event an agreement cannot be reached, B.S.O. shall have the right to declare an impasse and commence negotiations with the next lowest bidder.

INSURANCE Sheriff will insure all vehicles provided under this agreement for all causes directly attributed to the negligent acts or omissions of B.S.O., its employees, agents or servants. B.S.O. agrees to pay all claims and losses attributed to such negligent acts or omissions and shall defend Lessor against all such claims and losses. Sheriff shall be responsible for any and all physical damage (in accordance with an established definition - see physical damage paragraph below) to a vehicle under this agreement when B.S.O. is found at fault. Lessor shall be responsible for subrogation of damages when B.S.O. is found not at fault.

SOVEREIGN IMMUNITY Sheriff will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this agreement shall be construed as a waiver of sovereign immunity.

MILEAGE LIMITATIONS Bidder shall provide pricing for both fifteen thousand (15,000) and twenty thousand (20,000) annual mileage limits.

VEHICLE USE It is understood and agreed that the vehicles leased under the resultant agreement are intended for administrative use only. They are not intended for use as traffic control and enforcement vehicles, nor are they intended for use in chase and apprehension or transport of suspects under arrest.

MAINTENANCE & REPAIR B.S.O. assumes responsibility for preventive maintenance and non-warranty repairs to the vehicles during the term of the lease agreement.

INCEPTION/TITLE/TAG/REGISTRATION FEES Pricing quoted for this lease shall be based on zero percent down with no inception fees. Additionally, all costs associated with title, tag and registration of the vehicles shall be borne by the Lessor. All vehicles must be delivered with the permanent tag and valid registration. No paper/temporary tags will be accepted. **NOTE: Any questions related to tag/title/registration fees in Broward County may be directed to the Broward County Auto Tag Information Center @ 954-765-4697 or e-mail your question to autotags@broward.org. Any question pertaining to use tax may be directed to the State Department of Revenue @ 1-800-352-3671.**

PHYSICAL DAMAGES Bidders must submit a detailed definition, in clear and concise language, of "physical damages" for which B.S.O. will be responsible for upon return of the vehicles at the end of the lease term. The definition should specifically exclude any minor surface scratches and/or parking lot dings.

MINIMUM BASE SPECIFICATIONS (STANDARD EQUIPMENT) FOR VEHICLES (4 DOOR SEDAN – CHEVROLET MALIBU, FORD FUSION, FORD FOCUS)

1. ENGINE
 - A. Manufacturer's 4 cylinder gasoline engine, alternator battery, and cooling package
2. TRANSMISSION

- A. Manufacturer's standard automatic transmission and axle ratio
- 3. PERFORMANCE ITEMS
 - A. Manufacturer's standard power steering
 - B. Manufacturer's standard gauges
- 4. COMFORT ITEMS
 - A. Manufacturer's standard air conditioning with 134A system
 - B. Manufacturer's tinted glass all around (AS PERMITTED BY AND IN COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 205)
 - C. Manufacturer's standard trunk opener
 - D. Keys: two per vehicle, single key locking system, (each vehicle keyed differently)
 - E. Manufacturer's standard AM/FM stereo
 - F. Manufacturer's standard floor covering with front and rear floor mats
 - G. Manufacturer's standard production seats. Color to be selected at time of order
- 5. BRAKES
 - A. Four wheel anti-lock ABS system
- 6. SAFETY ITEMS
 - A. Dual outside mirrors, inside rearview mirror
 - B. Interior dome light(s), with left and right door activated switches.
 - C. Minimum 2-speed electric wipers; windshield washer
 - D. Manufacturer's standard airbags
- 7. TIRES & WHEELS
 - A. Manufacturer's standard tires and wheels
 - B. Manufacturer's spare tire and rim, if available
- 8. CHASSIS, FRAME, CAB
 - A. Manufacturer's standard colors, factory painted. Colors to be selected at time of order.
 - B. Manufacturer's standard door molding
 - C. Manufacturer's standard fuel tank
 - D. Inside hood release
- 9. CONDITIONS

In addition to equipment specified, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- A. Complete lubrication
- B. Check all fluid levels to assure proper fill
- C. Adjustment of engine to proper operating condition
- D. Inflate tires to proper pressure
- E. Check to assure proper operation of all accessories, gauges, lights and mechanical features
- F. Focusing of headlights
- G. Cleaning of vehicles, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker or supplied line sheet

*****END OF SECTION III*****

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

- BIDDER ACKNOWLEDGEMENT:** Bidder by virtue of submitting this bid acknowledges that they have read, understand, accept and will comply with all the terms, conditions and specifications of this BID and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this BID. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this BID.

IMPORTANT!!!
THIS PAGE MUST BE SIGNED FOR BID TO BE CONSIDERED
PER GENERAL CONDITIONS SECTION II

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the articles called for within the specified time in this bid for the following price and guarantees that parts and services for the articles listed below are available within the State of Florida, to wit:

Legal Name of Company

Manual Signature of Company Officer

Date

PRINT INFORMATION BELOW:

Name of Company Officer

Title of Company Officer

Please check one:

ORIGINAL ☐

COPY ☐

BID FORM

ITEM PRICING INFORMATION

Lease of Vehicles for Child Protective Investigations Section

ITEM NO.	DESCRIPTION	YEAR, MAKE, MODEL	ESTIMATED QUANTITY	UNIT COST PER MONTH	EXTENSION TOTAL LEASE COST
1.	Mid-Size Vehicles per specifications with annual mileage usage of 15,000	2010 Chevrolet Malibu	86	\$ _____ X 86 X 36 =	\$ _____
1A.	Mid-Size Vehicles per specifications with annual mileage usage of 20,000	2010 Chevrolet Malibu	86	\$ _____ X 86 X 36 =	\$ _____
2.	Mid-Size Vehicles per specifications with annual mileage usage of 15,000	2010 Chevrolet Malibu	86	\$ _____ X 86 X 48 =	\$ _____
2A.	Mid-Size Vehicles per specifications with annual mileage usage of 20,000	2010 Chevrolet Malibu	86	\$ _____ X 86 X 48 =	\$ _____
3	Mid-Size Vehicles per specifications with annual mileage usage of 15,000	2010 Ford Fusion	86	\$ _____ X 86 X 36	\$ _____
3A.	Mid-Size Vehicles per specifications with annual mileage usage of 20,000	2010 Ford Fusion	86	\$ _____ X 86 X 36	\$ _____
4.	Mid-Size Vehicles per specifications with annual mileage usage of 15,000	2010 Ford Fusion	86	\$ _____ X 86 X 48 =	\$ _____
4A.	Mid-Size Vehicles per specifications with annual mileage usage of 20,000	2010 Ford Fusion	86	\$ _____ X 86 X 48 =	\$ _____
5	Compact Vehicles per specifications with annual mileage usage of 15,000	2010 Ford Focus	86	\$ _____ X 86 X 36	\$ _____
5A.	Compact Vehicles per specifications with annual mileage usage of 20,000	2010 Ford Focus	86	\$ _____ X 86 X 36	\$ _____
6.	Compact Vehicles per specifications with annual mileage usage of 15,000	2010 Ford Focus	86	\$ _____ X 86 X 48 =	\$ _____
6A.	Compact Vehicles per specifications with annual mileage usage of 20,000	2010 Ford Focus	86	\$ _____ X 86 X 48 =	\$ _____

EXCESS MILEAGE AT VEHICLE RETURN @ \$ _____ PER MILE.

NOTES:

- X PRICING SHALL BE BASED UPON A 36-MONTH OR 48-MONTH LEASE WITH NO INCEPTION FEES.
- X PRICING SHALL BE BASED UPON INCREMENTAL DELIVERIES.
- X IF THE BIDDER REQUIRES B.S.O. TO EXECUTE A LEASE AGREEMENT, A COPY **MUST** BE SUBMITTED WITH THE BID DOCUMENT FOR APPROVAL BY B.S.O. PRIOR TO AWARD; OTHERWISE THE BID DOCUMENT AND B.S.O.'S PURCHASE ORDER WILL BE THE LEASE AGREEMENT BETWEEN BOTH PARTIES. ANY PROPOSED LEASE AGREEMENT SUBMITTED BY THE BIDDER WILL BE SUBJECT TO NEGOTIATION (REFERENCE SECTION III – INTENT).
- X **ALL COSTS ASSOCIATED WITH TITLE, TAG AND REGISTRATION OF THE VEHICLES SHALL BE BORNE BY THE LESSOR. ALL VEHICLES MUST BE DELIVERED WITH THE PERMANENT TAG AND VALID REGISTRATION. NO PAPER/TEMPORARY TAGS WILL BE ACCEPTED.**
- X **NOTE: Any questions related to tag/title/registration fees in Broward County may be directed to the Broward County Auto Tag Information Center @ 954-765-4697 or e-mail your question to autotags@broward.org. Any question pertaining to use tax may be directed to the State Department of Revenue @ 1-800-352-3671.**

DELIVERY TIME AFTER RECEIPT OF ORDER: _____ CALENDAR DAYS

QUANTITIES ARE AN ESTIMATE – BSO MAKES NO GUARANTEE ON ACTUAL MAKES, MODELS OR QUANTITIES TO BE ORDERED AND RESERVES THE RIGHT TO INCREASE OR DECREASE THE ESTIMATED QUANTITIES, CONTINGENT UPON AVAILABILITY OF FUNDING.

Legal Company Name _____

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

NOTE: YOUR BID SUBMITTAL MUST INCLUDE TECHNICAL SPECIFICATIONS FOR THE ITEM (S) BID.

NAME & ADDRESS OF COMPANY SUBMITTING BID:

FEDERAL EMPLOYER IDENTIFICATION # OR SOCIAL SECURITY # _____

COMPANY TELEPHONE NUMBER: () _____ FAX #: () _____

E-MAIL ADDRESS _____

SIGNER TELEPHONE NUMBER: () _____ FAX #: () _____

2. Acknowledgement of Addenda:

Number of Addenda Issued _____

3. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all Bidders must disclose if any BSO employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ Name(s) and Position(s) _____

No _____

4. **Pending Litigation:** Submit information on any pending litigation and any judgments and settlements of court cases that have occurred within the last three years.

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS (cont)

5. **Debarments:** Submit any information on any debarments from doing business with a Governmental Agency that have occurred within the last three years.

6. **Payment Terms:** PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF ACCURATE INVOICE. Advance payments will not be made.

***END OF SECTION IV ***

ATTACHMENT "A"
AFFIDAVIT

The undersigned vendor hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

____ 1. None of the Contractor's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a felony or have action pending.

OR

____ 2. The following Contractor's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a felony or have action pending. Note: Further documentation may be required.

1. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed

2. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed

3. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed

4. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed

5. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed

Attach a supplemental sheet if needed and also have the additional sheet notarized.

It is the contractor's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have action pending. Verbal notification is required within 24 hours and written notification is required within three (3) BSO workdays. The notice shall include name and the position title of the employee and duties performed.

Contractor must maintain an environment that is safe and will not be harmful to the public or to B.S.O. employees.

(Vendor Signature)

(Company Name)

(Print Name)

(Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____

Day of _____, _____, by _____

As _____ (title)

Of _____ known to me to be the person

described herein, or who produced _____ as

identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "B"
DRUG FREE WORKPLACE CERTIFICATION BY VENDOR

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

DRUG FREE FORM (CONT)

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Company Name)

(Print Name)

(Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____

Day of _____, _____, by _____

As _____ (title)

of _____ known to me to be the person

described herein, or who produced _____ as

identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "C"

STATEMENT OF "NO BID" FORM

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

BID # 10104029

Lease of Vehicles for Child Protective Investigations Section

WE HAVE ELECTED NOT TO SUBMIT A BID DUE TO THE FOLLOWING REASON(S):

- ☐ INSUFFICIENT TIME TO RESPOND.
- ☐ DO NOT OFFER THIS PRODUCT/SERVICE.
- ☐ UNABLE TO MEET SPECIFICATIONS.
- ☐ UNABLE TO MEET SERVICE REQUIREMENTS.
- ☐ WORKLOAD DOES NOT ALLOW US TO BID.
- ☐ SPECIFICATIONS UNCLEAR OR TOO RESTRICTIVE.
- ☐ OTHER (PLEASE SPECIFY):

PLEASE RETURN TO:

BROWARD SHERIFF'S OFFICE
PURCHASING DIVISION
P.O. BOX 9507
FORT LAUDERDALE, FL 33310

**ATTACHMENT D: Solicitation # 13104013 February 13th, 2013
Month Lease for Child Protective Investigation Section**

**BROWARD COUNTY SHERIFF'S OFFICE
2601 W. BROWARD BLVD.
FT LAUDERDALE, FLORIDA 33312**



INVITATION TO BID

13104013

FOR

**36-Month Lease of Vehicles for
Child Protective Investigations Section**

Issue Date: February 13, 2013



BID # 13104013

**36-Month Lease of Vehicles for Child Protective Investigations Section
OF THE BROWARD COUNTY SHERIFF'S OFFICE**

INVITATION TO BID

The Broward Sheriff's Office will receive formal sealed bids for lease of an estimated eighty-six (86) vehicles until **3:00PM on March 7, 2013**. The vehicles will be assigned to BSO's Child Protective Investigations Section (CPIS). BSO is seeking bids on factory new vehicles only. Pre-owned vehicles will not be considered. Copies of the Invitation to Bid (ITB) may be obtained online from the following web site: www.sheriff.org/purchasing or from the Broward Sheriff's Office Purchasing Division 2601 W. Broward Boulevard, Suite 3509 Ft. Lauderdale, FL 33312.

Bids will be opened at the Broward Sheriff's Office, 2601 W. Broward Blvd., Ft. Lauderdale, FL at the date and time indicated above.

The term of this contract will be for thirty-six months from the date of delivery for each vehicle. The desired delivery date for the vehicles is on or about July 1, 2013. The five makes/models being considered at this time are limited to the Chevrolet Malibu, Ford Fusion, Chevrolet Cruze, Ford Focus or the Ford Taurus.

Bids received after the deadline noted above will not be accepted. BSO reserves the right to postpone, accept or reject any and all bids in whole or in part. All bids must remain in effect for ninety (90) days from the date of Bid opening.

**PATRICK J. CALLAGY
PURCHASING MANAGER**

"36-Month Lease of Vehicles for Child Protective Investigations Section"
Invitation to Bid # 13104013

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"36-Month Lease of Vehicles for Child Protective Investigations Section"
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**Broward Sheriff's Office
Purchasing Bureau
P.O. Box 9507
Fort Lauderdale, FL 33310**

Invitation to Bid # 13104013

"36-Month Lease of Vehicles for Child Protective Investigations Section"

Pursuant to the Broward Sheriff's Office Procurement Code, The Broward Sheriff's Office invites qualified firms to submit sealed bids to provide **Lease of an estimated eighty-six vehicles until 3:00 PM on March 7, 2013 in the Purchasing Division at 2601 W Broward Blvd., Suite 3509 (3rd Floor), Public Safety Building, Ft Lauderdale, Florida 33312.** These bids will be publicly opened in the presence of BSO officials at the above time and date. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. It shall be the sole responsibility of the Bidder to have their bid delivered to the Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. **Late bids shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.**

BSO reserves the right to postpone, accept or reject any and all bids in whole or in part, to waive irregularities and technicalities, and to request re-bids. BSO also reserves the right to award the contract on such item(s) that BSO deems will best serve its interests. All bids must remain in effect for ninety (90) days from the date of Bid opening. Bidders are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to the Invitation to Bid (ITB). Failure of the Bidder to examine all pertinent documents shall not entitle bidder to any relief from the conditions imposed in the ITB.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate BSO officials for award. BSO, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the bid to the lowest bidder, or any bidder. BSO reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of BSO. BSO shall be the sole judge of the bids and BSO's decision shall be final. Bidders who wish to receive a copy of the bid tabulation should visit the BSO website. Bid results will be available approximately three (3) business days after bid opening. Bid results will not be given out by telephone, facsimile transmission or e-mail.

There are four (4) sections in this bid: Special Conditions, General Conditions, Bid Specifications & General Requirements, and Bid Pricing Form and Acknowledgements. The following documents are attached to this ITB: Attachment "A" Affidavit, Attachment "B" Drug Free Workplace Certificate, and Attachment "C" Statement of "No Bid" Form.

Please read all sections thoroughly and complete the bid in accordance with the instructions.

Successful bidder is referred to as CONTRACTOR throughout this ITB.

SECTION I - SPECIAL CONDITIONS
"36-Month Lease of Vehicles for Child Protective Investigations Section"
Invitation to Bid # 13104013

Scope: Bids are hereby invited to establish a 36-month Lease Agreement in accordance with the General Conditions and other provisions of this bid for vehicles for BSO's Child Protective Investigations Section.

1. **Term of the Contract:** The term of the contract will be for 36 months from the date of delivery and acceptance of the vehicles by BSO.
2. **Basis of Award:** Once opened, the Bids will be tabulated, evaluated, and presented to the appropriate BSO officials for award. Bid results will **NOT** be read aloud at the bid opening, but will be available within thirty (30) business days after opening or upon intended decision, whichever is earlier, as described in s. 119.07(7) and s.23(a), Art. I of the Florida State Constitution. Award will be made to the lowest responsive, responsible Bidder, and as in the best interest of the Broward Sheriff's Office, with the understanding that any resulting agreement against this Bid will be a non-exclusive agreement and that the Sheriff reserves the right to procure the product and/or services described herein from other providers. BSO reserves the right to make multiple awards, item by item if it is in its best interest. BSO, in its sole discretion, reserves the right to accept or reject any or all Bids for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the Bid to the lowest Bidder, or any Bidder. BSO shall be the sole judge of the Bids and BSO's decision shall be final. During the term of this contract and any renewal periods, BSO reserves the right to terminate the contract and award the contract to the next lowest responsive responsible Bidder. BSO makes no guarantee of the actual volume of services that will be required and reserves complete discretion concerning the frequency of use of the providers. The amount of services required can not be guaranteed
3. **Delivery and Acceptance:**
 - 3.1 **DELIVERY ADDRESS:** BSO/FLEET SERVICE CENTER
2001 N.W. 31st Avenue
Lauderdale Lakes, FL 33311
 - 3.2 **INSPECTION:** Inspection shall be made at point of delivery unless otherwise specified.
4. **Pricing:** All prices bid shall be FOB destination to the delivery address in Section I, paragraph 3. Prices shall be firm for the duration of the lease term.
5. **Contract Extension:** In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager or Purchasing Bureau Director. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Broward Sheriff's Office.
6. **Conditions for emergency/hurricane or disaster – term contracts**

It is hereby made a part of the Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or other Acts of God that BSO shall require a "**first priority**" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Sheriff. Vendor/Contractor agrees to rent/sell/lease all goods and services to the Broward Sheriff's Office or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. BSO expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
7. **Pre-Bid Conference – NOT APPLICABLE**
8. **Piggyback Allowance:** With the consent of the successful bidder, the Broward Sheriff's Office will permit municipalities and other governmental agencies within the State of Florida to utilize this ITB to make purchases under the same pricing, terms, and conditions of this ITB with the development of their own contract. This specifically applies to members of the Southeast Florida Governmental Purchasing Cooperative Group (Co-op).

*****END OF SECTION I*****

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids:

- 1.1 Bidders should use the "BID" Form furnished herein and submit ONE (1) original and TWO (2) exact copies of their Bid, consisting of the submittal Documents and all Addenda received from BSO. **Bidder will check the appropriate box on the first page of Section IV indicating whether the submittal is a Copy or Original.**
- 1.2 Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids shall clearly indicate the legal name, address and telephone number of the Bidder, together with legal entity (corporation, partnership, individual). Bids shall be signed and bear the signature in longhand of the person authorized to bind the Bidder above the typed or printed name and title of the signer. Payment will be made to company name shown only. It is the sole responsibility of the Bidder to ensure that the bid arrives on time at the right place. All expenses relevant to preparation and submittal of bids are to be borne by the Bidder. Failure to comply with these instructions may result in rejection of your bid.
- 1.3 Bids must be returned in a sealed envelope (with the correct postage affixed, if the bid is mailed) and should show the following information:
- 1.3.1 Your return mailing address in the upper left-hand corner.
- 1.3.2 Bid Number & Title on the outside of your sealed bid envelope.
- 1.3.3 Bids that are lost, misrouted, or otherwise fail to be received by the Purchasing Division due to Contractor's failure to properly label the envelope shall not be accepted.
- 1.4 When submitting your bid, use one of the following addresses, as appropriate:
- | | |
|--------------------------|-------------------------------------|
| BY U.S. MAIL | BY COURIER OR HAND DELIVERY: |
| Broward Sheriff's Office | Broward Sheriff's Office |
| Purchasing Division | Purchasing Division |
| PO Box 9507 | 2601 W. Broward Blvd. |
| Ft. Lauderdale, FL 33310 | Ft. Lauderdale, FL 33312 |
- 1.4.1 IF HAND DELIVERING YOUR BID, BIDDERS ARE CAUTIONED TO ALLOW SUFFICIENT TIME PRIOR TO THE BID OPENING TO ACCESS THE PUBLIC SAFETY COMPLEX. DELAYS MAY BE EXPERIENCED IN OBTAINING ACCESS TO THE BUILDING AS A RESULT OF ENHANCED SECURITY MONITORING OF PERSONS ENTERING THE COMPLEX.
- 1.5 Late bids will not be accepted and will be returned unopened at bidder's request and expense.
- 1.6 Multiple Submissions: Only one response to the BID from any one firm will be considered. In the event of multiple submissions, the firm will be asked to identify which submission should be analyzed. In no event will the Broward Sheriff's Office consider multiple submissions from the same firm.
- 1.7 Disclosure and Disclaimer: Any recipient of this BID who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.
- 1.7.1 All costs incurred by the Bidder in preparing and responding to this BID shall be the sole responsibility of the Bidder. The Broward Sheriff's Office assumes no responsibility or liability for costs incurred in the preparation or submission of any bid. All expenses in preparing any re-submittals shall be the sole responsibility of the Bidder.
- 1.7.2 The Broward Sheriff's Office or its representatives do not warrant or represent that any award or recommendation will be made as a result of the issuance of this BID.
- 1.7.3 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in bids received; to request additional information, to exercise its discretion and apply its judgment at its discretion, and/or request re-submittal of a Bid.

1.7.4 The Contractor, its employees and agents shall not disclose information gained from work performed under the contract, except for that required by law or by a Court, without the written authorization of the Broward Sheriff's Office. This includes release of information to the public or to any person or organization that would not have such information in the regular course of business.

2. **Completion of Bid Forms:** Bidder is to fill in all of the blank spaces on the bid form(s) (if applicable) and return all numbered pages, together with any attachments. Bidder must indicate by signing the acknowledgement page that bidder has read and understands the provisions contained in this ITB. Failure to comply with these instructions shall result in rejection of your bid. Any bid may be withdrawn up until the date and time set forth above for opening of the bid. Any bid not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days.
3. **Signature Required:** All bids must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned bids will be rejected. All manual signatures must be original to be considered valid - no rubber stamp, photocopy, etc. (Payment will be made to company name shown only.)
4. **Bid Withdrawal:** Bidder certifies that prices, terms, and conditions in the bid will be irrevocable for a period of ninety (90) days from the date of bid opening unless otherwise required in the bid. Bids may not be withdrawn before the expiration of ninety (90) days. Bids may be withdrawn after ninety (90) days only upon written notification to the BSO Purchasing Bureau. If there is an error in extensions, unit prices will prevail.
5. **Signed Bid Considered an Offer:** This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by appropriate authorities of BSO. BSO will issue a purchase order or a letter of authorization to the successful bidder, as authorization of award subject to requirements of detailed specifications and those conditions contained herein.
6. **Default Provisions:** In the event of default by the bidder, BSO reserves the right to procure the item(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a BSO contract may be debarred from doing business with BSO for a period of thirty-six (36) months from the date of default.
7. **Copyrights and Patent Rights:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and successful bidder agrees to indemnify and hold harmless BSO, its employees, agents, or servants, Broward County, Broward County Board of Commissioners, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.
8. **Laws and Regulations:** Bidders agree to abide by all applicable Federal, State, County, and local rules, regulations, ordinances and codes.
9. **Taxes:** All taxes -- federal, state and local, relating to the Contractor's work under its agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor.
10. **Conflict of Instructions:** If a conflict exists between the General Conditions and Instructions contained herein, and the Special Conditions and Instructions contained herein, the Special Conditions and Instructions shall govern.
11. **Specifications and Requirements:** The specifications, requirements and services to be provided are stated in Section III. **Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should send an e-mail to patrick_callagy@sheriff.org or via facsimile to (954) 765-4006.** No change(s) and no interpretations(s) shall be considered binding unless provided to all bidders in writing in the form of an Addenda or Information Letter.
12. **Intentionally Left Blank**
13. **Anti-Collusion Statement:** By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.
14. **Indemnification:** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of BSO counsel, defend or pay for an attorney selected by BSO counsel to defend BSO, the Sheriff, Broward County, the Board of

Commissioners of Broward County, and their officers, agents and employees of BSO and Broward County and Broward County Commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform Sheriff in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. Sheriff shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

Sheriff shall not be liable for and Bidder agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to Bidder's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

15. **Nondiscrimination:** CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.
16. **Sovereign Immunity:** Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
17. **Confidentiality:** To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF that the remedy at law for any such violation or threatened violation will not be adequate and BSO shall be entitled to temporary and permanent injunctive relief.
18. **Severability:** In the event any provisions of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract which shall remain in full force and effect and enforceable in accordance with its terms.
19. **Enforcement:** In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.
20. **No Third Party Beneficiaries:** This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.
21. **Funding:** The obligation of BSO for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
22. **Manner of Performance:** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to BSO any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules,

and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

23. **Public Records**: The Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, and the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the BID will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the BID. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.
24. **Agreement/Contract**: Any Agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by BSO and shall contain, as a minimum, applicable provisions of this Invitation to Bid. BSO reserves the right to reject any agreement, which does not conform to the BID, and any BSO requirements for agreements and contracts. BSO reserves the right to modify, add or delete language in any agreement. If the bidder requires BSO to execute a Lease Agreement, a copy **MUST** be submitted with the bid document for approval by BSO prior to award; otherwise the bid document and BSO Purchase Order will be the Lease Agreement between the parties. If the bidder submits a Lease Agreement it shall contain, at a minimum, the terms and conditions stated herein. The Lease Agreement will be subject to negotiation. In the event an Agreement cannot be reached, BSO shall have the right to declare an impasse and commence negotiations with the next lowest bidder.
25. **Assignment**: No assignment of this contract or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of BSO, which may be given or withheld, in BSO's sole discretion.
26. **Waiver or Breach**: It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed. The waiver by either party of a breach or violation of any provision of this Contract shall be construed as a modification of this contract and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Contract.
27. **Termination**: The Contract may be terminated upon the following events:
- a) **Termination by Mutual Agreement**. In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
 - b) **Termination without Cause**. Either party shall have the right to terminate this Contract without cause by providing the other party with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
 - c) **Termination for Cause**. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or the terms and conditions of this Contract.
 - d) **Termination for Lack of Funds**. In the event the funds to finance this Contract become unavailable or are not allocated by Broward County or applicable grant funds, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.
 - e) **Immediate Termination by BSO**. BSO, in his sole discretion, may terminate this contract immediately upon the occurrence of any of the following events:
 - i. CONTRACTOR's violation of the Public Records Act;
 - ii. The insolvency, bankruptcy or receivership of CONTRACTOR;
 - iii. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of this Bid; or

- iv. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
 - v. Notwithstanding any other provisions of this Contract, the CONTRACTOR'S duty to indemnify and defend BSO as set forth in this bid shall survive the termination or expiration of this Contract.
28. **Drug Free Workplace Certification by Contractor:** All bidders must complete the attached "Drug Free Workplace Certification by Contractor", and submit it with their bid. Failure to do so may result in rejection of your bid.
29. **Public Entity Crimes:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted Contractor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted Contractor list. Violation of this section by CONTRACTOR shall result in termination of this Contract and may cause CONTRACTOR debarment.
30. **Governing Procedures:** This bid is governed by the applicable sections of the BSO Purchasing Procedures Manual. A copy of the manual is available for review at the BSO Purchasing Division.
31. **Identical Tie Bids:** If all bids received are for the same total or unit price, quality and service being equal, the contract or purchase will be awarded to a local responsible bidder. Local bidder is defined as a bidder whose business office is located within Broward County, Florida. If there is a tie bid among local bidders or among non-local bidders, preference will be given to a certified minority business enterprise. If none of these conditions exist or there is more than one local and/or minority business enterprise, the Purchasing Manager will determine which bid will be selected, based upon the best interests of BSO.
32. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATIONS:** Each bidder shall examine and review this bid, indicating their understanding of each page by signing the "Acknowledgement Section", "Section IV". **Requests for additional information or clarification regarding this ITB should be e-mailed to patrick_callagy@sheriff.org or may be faxed to (954) 765-4006.** No verbal requests for information or clarification shall be honored.
- 32.1 The person submitting the request for additional information or clarification shall be responsible for its timely delivery. **Requests received later than close of business on March 1, 2013 might not be acknowledged.** Bidders are cautioned that any communication prior to award shall be limited to the designated representative of the Purchasing Division as stated above.
- 32.1.1 A Cone of Silence has been imposed and is in effect throughout the entire process of this BID which must be maintained through notice of contract signing. Any violation of this provision may result in the associated firm being removed from consideration at BSO's sole discretion.
- 32.1.2 A complete definition of the **Cone of Silence** is found on the website at www.sheriff.org/purchasing - click on **BSO Lobbyist Policy**.
- 32.2 At its sole discretion, BSO may answer such inquiries by means of a written Information Letter or an Addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be issued to all document holders. If any addenda are issued to this Invitation to Bid, BSO will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to visit the BSO website or contact the BSO Purchasing Division at (954) 831-8170 to determine if addenda were issued and to make such addenda a part of their bid.
- 32.3 Explanations or clarifications, which do not require any revision to the specifications, will be issued in the form of an Information Letter. Information Letters do not need to be signed or returned with the proposal. **The BSO shall not be responsible for oral information given by any of the BSO employees or other persons.** The issuance of a written Information Letter or Addendum is the only official method whereby

interpretation, clarification or additional information can be given.

- 32.4 Addenda Acknowledgement:** The Bidder shall be required to acknowledge receipt of any formal addenda by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal addendum in its Bid shall deem its Bid non-responsive; provided, however, that BSO may waive this requirement in its best interest.
- 33. Statement of "No Bid":** If your firm chooses not to submit a bid, please complete and return the attached Statement of "No Bid" Form. Failure to respond by either submitting a bid or "No Bid" form after receiving three Invitation to Bids may result in your firm being removed from our Contractor's List.
- 34. Non-Exclusive Agreement:** Bidder understands and acknowledges that any Agreement awarded as a result of this bid is non-exclusive and that BSO reserves the right to lease vehicles from others.

*** END OF SECTION II ***

SECTION III

BID SPECIFICATIONS & GENERAL REQUIREMENTS

INTENT

The intent of this bid is to establish a 36-month lease agreement for an estimated eighty-six (86) vehicles. Selected vehicles will include all of one model or a combination of the following makes and models: Chevrolet Malibu, Ford Fusion, Chevrolet Cruze, Ford Focus or Ford Taurus. **The specified makes and models are the only ones being considered at this time** and the vehicles quoted **MUST** be factory new. Pre-owned vehicles will not be considered. **B.S.O. makes no guarantee on actual makes, models or quantities to be ordered and reserves the right to increase or decrease the estimated quantities.**

If the bidder requires B.S.O. to execute a lease agreement, a copy must be submitted with the bid document for approval by B.S.O. prior to award; otherwise the bid document and B.S.O. Purchase Order will be the lease agreement between both parties. If the bidder submits a lease agreement, such lease agreement shall contain, at a minimum, the terms and conditions stated herein. The lease agreement will be subject to negotiation. In the event an agreement cannot be reached, B.S.O. shall have the right to declare an impasse and commence negotiations with the next lowest bidder.

INSURANCE Sheriff will insure all vehicles provided under this agreement for all causes directly attributed to the negligent acts or omissions of B.S.O., its employees, agents or servants. B.S.O. agrees to pay all claims and losses attributed to such negligent acts or omissions and shall defend Lessor against all such claims and losses. Sheriff shall be responsible for any and all physical damage (in accordance with an established definition - see physical damage paragraph below) to a vehicle under this agreement when B.S.O. is found at fault. Lessor shall be responsible for subrogation of damages when B.S.O. is found not at fault.

SOVEREIGN IMMUNITY Sheriff will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this agreement shall be construed as a waiver of sovereign immunity.

MILEAGE LIMITATIONS Bidder shall provide pricing for both fifteen thousand (15,000) and twenty thousand (20,000) annual mileage limits.

VEHICLE USE It is understood and agreed that the vehicles leased under the resultant agreement are intended for administrative use only. They are not intended for use as traffic control and enforcement vehicles, nor are they intended for use in chase and apprehension or transport of suspects under arrest.

MAINTENANCE & REPAIR B.S.O. assumes responsibility for preventive maintenance and non-warranty repairs to the vehicles during the term of the lease agreement.

INCEPTION/TITLE/TAG/REGISTRATION FEES Pricing quoted for this lease shall be based on zero percent down with no inception fees. Additionally, all costs associated with title, tag and registration of the vehicles shall be borne by the Lessor. All vehicles must be delivered with the permanent tag and valid registration. No paper/temporary tags will be accepted. **NOTE: Any questions related to tag/title/registration fees in Broward County may be directed to the Broward County Auto Tag Information Center @ 954-765-4697 or e-mail your question to autotags@broward.org. Any question pertaining to use tax may be directed to the State Department of Revenue @ 1-800-352-3671.**

PHYSICAL DAMAGES Bidders must submit a detailed definition, in clear and concise language, of "physical damages" for which B.S.O. will be responsible for upon return of the vehicles at the end of the lease term. The definition should specifically exclude any minor surface scratches and/or parking lot dings.

MINIMUM BASE SPECIFICATIONS (STANDARD EQUIPMENT) FOR VEHICLES
(4 DOOR SEDAN – CHEVROLET MALIBU, CHEVROLET CRUZE, FORD FUSION, FORD FOCUS)

1. ENGINE
 - A. Manufacturer's standard gasoline engine, alternator battery, and cooling package
2. TRANSMISSION
 - A. Manufacturer's standard automatic transmission and axle ratio
3. PERFORMANCE ITEMS
 - A. Manufacturer's standard power steering
 - B. Manufacturer's standard gauges
4. COMFORT ITEMS
 - A. Manufacturer's standard air conditioning with 134A system
 - B. Manufacturer's tinted glass all around (AS PERMITTED BY AND IN COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 205)
 - C. Manufacturer's standard trunk opener, electric, remote unit location
 - D. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently)
 - E. Manufacturer's standard AM/FM stereo
 - F. Manufacturer's standard floor covering with front and rear floor mats
 - G. Manufacturer's standard production seats. Color to be selected at time of order
5. BRAKES
 - A. Four wheel anti-lock ABS system
6. SAFETY ITEMS
 - A. Dual outside mirrors, inside rearview mirror
 - B. Interior dome light(s), with left and right door activated switches.
 - C. Minimum 2-speed electric wipers; windshield washer
 - D. Manufacturer's standard airbags
7. TIRES & WHEELS
 - A. Manufacturer's standard tires and wheels
 - B. Manufacturer's spare tire and rim, if available
8. CHASSIS, FRAME, CAB
 - A. Manufacturer's standard colors, factory painted. Colors to be selected at time of order.
 - B. Manufacturer's standard door molding
 - C. Manufacturer's standard fuel tank

9. CONDITIONS

In addition to equipment specified, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- A. Complete lubrication
- B. Check all fluid levels to assure proper fill

- C. Adjustment of engine to proper operating condition
- D. Inflate tires to proper pressure
- E. Check to assure proper operation of all accessories, gauges, lights and mechanical features
- F. Focusing of headlights
- G. Cleaning of vehicles, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker or supplied line sheet

MINIMUM BASE SPECIFICATIONS (STANDARD EQUIPMENT) FOR VEHICLES
(FULL SIZE 4 DOOR SEDAN – FORD TAURUS P2D)

1. ENGINE
 - A. Manufacturer's standard V6, alternator battery, and cooling package
2. TRANSMISSION
 - A. Manufacturer's standard automatic transmission and axle ratio
3. PERFORMANCE ITEMS
 - A. Manufacturer's standard power steering
 - B. Manufacturer's standard gauges
4. COMFORT ITEMS
 - F. Manufacturer's standard air conditioning with 134A system
 - G. Manufacturer's tinted glass all around (AS PERMITTED BY AND IN COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 205)
 - H. Manufacturer's standard trunk opener, electric, remote unit location
 - I. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently)
 - J. Manufacturer's standard AM/FM stereo
 - H. Manufacturer's CARPET floor covering with front and rear floor mats
 - I. Manufacturer's standard production seats. Color to be selected at time of order
5. BRAKES
 - A. Four wheel anti-lock ABS system
6. SAFETY ITEMS
 - E. Dual outside mirrors, inside rearview mirror
 - F. Interior dome light(s), with left and right door activated switches.
 - G. Minimum 2-speed electric wipers; windshield washer
 - H. Manufacturer's standard airbags
7. TIRES & WHEELS
 - C. Manufacturer's standard tires and wheels
 - D. Manufacturer's spare tire and rim, if available
8. CHASSIS, FRAME, CAB
 - A. Manufacturer's standard colors, factory painted. Colors to be selected at time of order.
 - B. Manufacturer's standard door molding
 - C. Manufacturer's standard fuel tank
 - D. Inside hood release
9. CONDITIONS

In addition to equipment specified, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

 - A. Complete lubrication

- B. Check all fluid levels to assure proper fill
- C. Adjustment of engine to proper operating condition
- D. Inflate tires to proper pressure
- E. Check to assure proper operation of all accessories, gauges, lights and mechanical features
- F. Focusing of headlights
- G. Cleaning of vehicles, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker or supplied line sheet

*****END OF SECTION III*****

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

1. **BIDDER ACKNOWLEDGEMENT:** Bidder by virtue of submitting this bid acknowledges that they have read, understand, accept and will comply with all the terms, conditions and specifications of this BID and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this BID. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this BID.

IMPORTANT!!!
THIS PAGE MUST BE SIGNED FOR BID TO BE CONSIDERED
PER GENERAL CONDITIONS SECTION II

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the articles called for within the specified time in this bid for the following price and guarantees that parts and services for the articles listed below are available within the State of Florida, to wit:

Legal Name of Company

Manual Signature of Company Officer

Date

PRINT INFORMATION BELOW:

Name of Company Officer

Title of Company Officer

Please check one:

ORIGINAL ☐

COPY ☐

BID FORM

ITEM PRICING INFORMATION					
36-Month Lease of Vehicles for Child Protective Investigations Section					
ITEM NO.	DESCRIPTION	YEAR, MAKE, MODEL	ESTIMATED QUANTITY	UNIT COST PER MONTH	EXTENSION TOTAL LEASE COST
1.	Mid-Size Vehicles per specifications with annual mileage usage of 15,000	2014 Chevrolet Malibu	86	\$ _____ X 86 X 36 =	\$ _____
1A.	Mid-Size Vehicles per specifications with annual mileage usage of 20,000	2014 Chevrolet Malibu	86	\$ _____ X 86 X 36 =	\$ _____
2.	Compact Vehicles per specifications with annual mileage usage of 15,000	2014 Chevrolet Cruze	86	\$ _____ X 86 X 36 =	\$ _____
2A.	Compact Vehicles per specifications with annual mileage usage of 20,000	2014 Chevrolet Cruze	86	\$ _____ X 86 X 36 =	\$ _____
3.	Mid-Size Vehicles per specifications with annual mileage usage of 15,000	2014 Ford Fusion	86	\$ _____ X 86 X 36 =	\$ _____
3A.	Mid-Size Vehicles per specifications with annual mileage usage of 20,000	2014 Ford Fusion	86	\$ _____ X 86 X 36 =	\$ _____
4.	Compact Vehicles per specifications with annual mileage usage of 15,000	2014 Ford Focus	86	\$ _____ X 86 X 36 =	\$ _____
4A.	Compact Vehicles per specifications with annual mileage usage of 20,000	2014 Ford Focus	86	\$ _____ X 86 X 36 =	\$ _____
5.	Full Size Vehicles per specifications with annual mileage usage of 15,000	2014 Ford Taurus	86	\$ _____ X 86 X 36 =	\$ _____
5A.	Full Size Vehicles per specifications with annual mileage usage of 20,000	2014 Ford Taurus	86	\$ _____ X 86 X 36 =	\$ _____

EXCESS MILEAGE AT VEHICLE RETURN @ \$ _____ PER MILE.

Annual Pre-Payment Discount Option: Based on funding availability and in the event of an annual pre-payment of the lease amount, please provide the additional discount that would be offered. \$ _____ per vehicle per month X 12 months = \$ _____

NOTES:

BID # 13104013

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36-Month Lease of Vehicles for Child Protective Investigations Section

- X PRICING SHALL BE BASED UPON A 36-MONTH LEASE WITH NO INCEPTION FEES.
- X PRICING SHALL BE BASED UPON INCREMENTAL DELIVERIES.
- X IF THE BIDDER REQUIRES B.S.O. TO EXECUTE A LEASE AGREEMENT, A COPY **MUST** BE SUBMITTED WITH THE BID DOCUMENT FOR APPROVAL BY B.S.O. PRIOR TO AWARD; OTHERWISE THE BID DOCUMENT AND B.S.O.'S PURCHASE ORDER WILL BE THE LEASE AGREEMENT BETWEEN BOTH PARTIES. ANY PROPOSED LEASE AGREEMENT SUBMITTED BY THE BIDDER WILL BE SUBJECT TO NEGOTIATION (REFERENCE SECTION III – INTENT).
- X **ALL COSTS ASSOCIATED WITH TITLE, TAG AND REGISTRATION OF THE VEHICLES SHALL BE BORNE BY THE LESSOR. ALL VEHICLES MUST BE DELIVERED WITH THE PERMANENT TAG AND VALID REGISTRATION. NO PAPER/TEMPORARY TAGS WILL BE ACCEPTED.**
- X **NOTE: Any questions related to tag/title/registration fees in Broward County may be directed to the Broward County Auto Tag Information Center @ 954-765-4697 or e-mail your question to autotags@broward.org. Any question pertaining to use tax may be directed to the State Department of Revenue @ 1-800-352-3671.**

DELIVERY TIME AFTER RECEIPT OF ORDER: _____ CALENDAR DAYS

QUANTITIES ARE AN ESTIMATE – BSO MAKES NO GUARANTEE ON ACTUAL MAKES, MODELS OR QUANTITIES TO BE ORDERED AND RESERVES THE RIGHT TO INCREASE OR DECREASE THE ESTIMATED QUANTITIES, CONTINGENT UPON AVAILABILITY OF FUNDING.

Legal Company Name _____

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

NOTE: YOUR BID SUBMITTAL MUST INCLUDE TECHNICAL SPECIFICATIONS FOR THE ITEM (S) BID.

NAME & ADDRESS OF COMPANY SUBMITTING BID:

FEDERAL EMPLOYER IDENTIFICATION # OR SOCIAL SECURITY # _____

COMPANY TELEPHONE NUMBER: () _____ FAX #: () _____

E-MAIL ADDRESS _____

SIGNER TELEPHONE NUMBER: () _____ FAX #: () _____

2. Acknowledgement of Addenda:

Number of Addenda Issued _____

3. Conflict of Interest: For purposes of determining any possible conflict of interest, all Bidders must disclose if any BSO employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ Name(s) and Position(s) _____

No _____

4. Pending Litigation: Submit information on any pending litigation and any judgments and settlements of court cases that have occurred within the last three years.

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS (cont)

5. **Debarments:** Submit any information on any debarments from doing business with a Governmental Agency that have occurred within the last three years.

6. **Payment Terms:** PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF ACCURATE INVOICE.

*****END OF SECTION IV *****

ATTACHMENT "A"
AFFIDAVIT

The undersigned vendor hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

_____ 1. None of the Contractor's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a felony or have action pending.

OR

_____ 2. The following Contractor's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a felony or have action pending. Note: Further documentation may be required.

1. _____ Legal Name	_____ Driver's License Number (Attach copy)
_____ Previous Names Used	_____ Title/Duties performed
2. _____ Legal Name	_____ Driver's License Number (Attach copy)
_____ Previous Names Used	_____ Title/Duties performed
3. _____ Legal Name	_____ Driver's License Number (Attach copy)
_____ Previous Names Used	_____ Title/Duties performed
4. _____ Legal Name	_____ Driver's License Number (Attach copy)
_____ Previous Names Used	_____ Title/Duties performed
5. _____ Legal Name	_____ Driver's License Number (Attach copy)
_____ Previous Names Used	_____ Title/Duties performed

Attach a supplemental sheet if needed and also have the additional sheet notarized.

It is the contractor's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have action pending. Verbal notification is required within 24 hours and written notification is required within three (3) BSO workdays. The notice shall include name and the position title of the employee and duties performed.

Contractor must maintain an environment that is safe and will not be harmful to the public or to B.S.O. employees.

(Vendor Signature)

(Company Name)

(Print Name)

(Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____

Day of _____, _____, by _____

As _____ (title)

Of _____ known to me to be the person

described herein, or who produced _____ as

identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "B"
DRUG FREE WORKPLACE CERTIFICATION BY VENDOR

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Company Name)

(Print Name)

(Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____

Day of _____, _____, by _____

As _____ (title)

of _____ known to me to be the person

described herein, or who produced _____ as

identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "C"

STATEMENT OF "NO BID" FORM

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

BID # 13104013

36-Month Lease of Vehicles for Child Protective Investigations Section

WE HAVE ELECTED NOT TO SUBMIT A BID DUE TO THE FOLLOWING REASON(S):

- ___ INSUFFICIENT TIME TO RESPOND.
- ___ DO NOT OFFER THIS PRODUCT/SERVICE.
- ___ UNABLE TO MEET SPECIFICATIONS.
- ___ UNABLE TO MEET SERVICE REQUIREMENTS.
- ___ WORKLOAD DOES NOT ALLOW US TO BID.
- ___ SPECIFICATIONS UNCLEAR OR TOO RESTRICTIVE.
- ___ OTHER (PLEASE SPECIFY):

PLEASE RETURN TO:

BROWARD SHERIFF'S OFFICE
PURCHASING DIVISION
P.O. BOX 9507
FORT LAUDERDALE, FL 33310

ATTACHMENT E: DCF CPI Grant Agreement- #JJZ02- (05C-057)

KENNETH C. JENNE, II
SHERIFF
BROWARD COUNTY
P.O. BOX 9507
FORT LAUDERDALE, FLORIDA 33310

DATE: July 5, 2005 05M-195

MEMO TO: Bill MacDonald, Director, Bureau of Finance & Budget
Victor Marrero, Director, Risk Management
Patrick Callagy, Purchasing Manager Purchasing
Susan Kuzenka, Manager, Contracts & Leases

FROM: Kimberly A. Kisslan, Assistant Director 
Department of Legal Affairs

SUBJECT: Executed Contract

Enclosed, for your files, please find a copy of the Agreement(s) between the Broward Sheriff's Office and the following:

- DCF CPI Grant Agreement - #JJZ02 - (05C-057)

***Additional copy provided to Mary Bernsen and Major Paul Lauria

KAK/sm
Enclosure(s)

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
CHILD PROTECTIVE INVESTIGATION SERVICES GRANT AGREEMENT**

THIS AGREEMENT is entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Grantor," and Broward County Sheriff's Office, hereinafter referred to as the "Grantee" relative to this Grant Agreement.

The Grantor is responsible for the administration of this Grant Agreement under the provisions of section 39.3065, Florida Statutes (F.S.). The Grantee has the responsibility to provide all child protective investigations under the provisions of section 39.3065, F.S., and as delineated in Attachment I herein. The Grantor and Grantee agree to the following provisions:

I. THE GRANTEE AGREES:

A. Attachment I

The Grantee shall provide services in accordance with the conditions specified in Attachment I.

B. This Grant Agreement complies with the requirements of section 287.058, F.S. The Grantee shall:

1. Provide units of deliverables, including reports, and findings, as specified in Attachment I, to the Grantor;
2. Comply with the conditions described in Attachment I. The final date by which such conditions must be met for completion of this Grant Agreement is specified in Section III, paragraph A. of this Grant Agreement;
3. Submit expense reports and/or bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof; and
4. Allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the Grantee in conjunction with this Grant Agreement. It is expressly understood that the Grantee's refusal to comply with this provision shall constitute a breach of this Grant Agreement.

C. Governing Laws

This Grant Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the applicable State of Florida and Federal laws. Each party shall perform its obligations herein in accordance with the terms and conditions of this Grant Agreement.

Department of Children and Families. The program performance evaluation shall be conducted by a team of peer reviewers from the other sheriffs' offices that perform child protective investigations and Grantor pursuant to section 39.3065(3) (d), F.S.

F. Indemnification

Nothing contained herein is intended or shall be construed to limit or waive the provisions of sovereign immunity of section 768.28, F.S.

G. Safeguarding Information

The Grantee shall not use or disclose any specific information concerning a recipient of services under this Grant Agreement for any purpose not in conformity with state and federal law or regulations.

H. Assignments and Subcontracts

The Grantee shall neither assign the responsibility for this Grant Agreement to another party, nor subcontract for any of the work contemplated under this Grant Agreement without prior written approval of the Grantor, which approval shall not be unreasonably withheld. The Grantee may use its funds to secure services or contracts as appropriate for grant operations.

I. Return of Funds

The Grantee shall return to the Grantor any overpayments made by the Grantor pursuant to this Grant Agreement as of the end of each state fiscal year, no later than 90 days after the conclusion of each state's fiscal year.

J. Client Risk Prevention and Incident Reporting

1. The Grantee's staff will immediately notify Grantor of situations wherein clients in the physical custody of the Grantor die, are involved in altercations with staff, elope, escape, become seriously ill or SERIOUSLY injured, or other SIGNIFICANT incidents which jeopardize the health, safety and welfare of the client.
2. The Grantee's non-sworn, civilian staff who perform child protective investigations under this Grant Agreement, shall be required to immediately report knowledge or reasonable suspicion of abuse, abandonment, exploitation, or neglect of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39

and 415, F.S., this is binding upon both the Grantee and its non-sworn, civilian staff who perform child protective investigations.

3. The Grantee will utilize its own policies and procedures, including internal affairs/professional compliance procedures, and be responsible for the review of complaints against employees. Records of internal affairs/professional compliance will be released in accordance with section 112.533, F.S.

K. Civil Rights Requirements

1. The Grantor shall not discriminate against any employee in the performance of this Grant Agreement, or against any applicant for employment, because of age, race, religion, color, disability, national origin, marital status, or sex. The Grantee further assures that all subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees, in connection with any of the its programs and activities, are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, or sex. This is binding upon the Grantee employing fifteen (15) or more individuals.
2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon Grantees that have 15 or more employees.

L. Independent Capacity of the Grantee

1. To the extent permitted under Florida law, the Grantor and the Grantee will be responsible for their own acts of negligence pursuant to section 768.28, F.S.
2. The Grantee shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. The Grantee shall not represent to others that it has the authority to bind the Grantor unless specifically authorized in writing to do so. In addition to the Grantee, this is also applicable to the Grantee's officers, agents, employees, subcontractors, or assignees, in the performance of this Grant Agreement.
3. Notwithstanding paragraphs 1 and 2 above, the parties acknowledge and agree that the Grantee shall be considered by the Grantor as an agent of the Grantor for the sole and limited purpose of receiving information obtained from, or concerning, applicants and recipients of public assistance programs, as that term is defined in section 414.0252, F.S. Any request for information submitted by or at the

written direction of the Grantee shall be honored by the Grantor, including the Economic Self-Sufficiency Services Program Office, in a manner authorized by subsection 414.295(3), F.S. Such requests will be honored without the need for the Grantee to also provide a subpoena or court order pertaining to the subject of its request provided that the Grantee shall make all requests for information in writing and shall include, at a minimum:

- a. the name(s), date of birth, and if available, the social security number(s) of the person(s) that is the subject of the request;
- b. a statement that the information is needed for the valid administrative needs of the state's Child Protective Investigations Program;
- c. a statement that the requested information is necessary to perform an official duty related to the administration of the state's Child Protective Investigations Program;
- d. a statement that the request is being made in the proper exercise of an official duty related to the administration of the state's Child Protective Investigations Program.

Further, the Grantee acknowledges and agrees that all information provided by the Grantor pursuant to this section and the Grantee's written request shall be governed by all provisions of this Grant Agreement that pertain to safeguarding such information.

M. Final Report

The Grantee shall submit the final invoice for payment to the Grantor no more than 90 days after the Grant Agreement ends or is terminated.

N. Use of Funds for Lobbying Prohibited

The Grantee shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the legislature, judicial branch, or a state agency.

O. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Grantor. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a grant or contract to provide any goods or services to a public entity, may not submit a bid on a grant or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a grant or contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

P. Construction or Renovations of Facilities Using State Funds

That the Grantor shall file a lien against any property that has been constructed or substantially renovated, in whole or in part through the use of state funds. However, the Grantor is not required to file a lien if the amount of grant funds does not exceed \$25,000 or 10 percent of this Grant Agreement amount, whichever is less. As a condition of receipt of state funding for this purpose, the Grantee agrees that, if it disposes of the property before the Grantor's lien interest is vacated, the Grantee will refund the proportionate share of the state's initial investment, as adjusted by depreciation. The Grantee may request a lien waiver.

Q. Health Insurance Portability and Accountability Act.

The Grantee agrees, where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. section 1320d et seq.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, 164).

R. Emergency Preparedness

The Grantee agrees to continue operations in the event of a disaster as soon as practical given the scope of the disaster. As a public safety agency, Grantee has developed plans and procedures to respond to emergencies and recovery operations following a disaster and will coordinate those plans with the Grantor and the lead agency. A copy of the plan will be provided.

II. THE GRANTOR AGREES:

A. Grant Agreement Amount

Absent legislative directive to the contrary concerning child protective investigations, the Grantor shall pay the Grantee for child protective investigative services according to the conditions of Attachment I of this Grant Agreement, in the amount of **\$13,337,160.00** for Fiscal Year 2005-2006. The Grantor and Grantee agree that the legislative appropriated funds for the purpose of this Grant Agreement have been approved for Fiscal Year 2005-2006. The Grantor and Grantee agree that there is no

local funding source for child protective investigations. The Grantor further recognizes that the services rendered pursuant to the provisions of this Grant Agreement are of the highest priority and paramount importance to the health, safety, and welfare of the public. This Grant Agreement will be formally amended, at least annually, to include each fiscal year's legislative appropriation.

B. Grant Agreement Payment

Pursuant to section 215.422, F.S., the Grantor has five (5) working days to inspect and approve goods and services, unless the bid specification, purchase order, or this Grant Agreement specifies otherwise. With the exception of payments to health care grantees for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the later of the date a properly completed invoice is received by the Grantor or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Grantor's District office. Invoices returned to a vendor due to preparation errors will result in payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from an agency. The Grantee may contact the Vendor Ombudsman at (850) 410-9724 or the Department of Financial Services' Hotline at 1-800-848-3792.

III. THE GRANTEE AND GRANTOR MUTUALLY AGREE:

A. Effective and Ending Dates

1. This Grant Agreement shall be for the five-year period beginning on July 1, 2005 or on the date on which this Grant Agreement has been signed by both parties, whichever is later. It shall end on September 30, 2010. This Grant Agreement may be extended pursuant to subsection 287.057(13), F.S. This termination date, and the termination date for each preceding state fiscal year of this Grant Agreement, includes is a three-month, no cost time extension for accounting purposes only. Both parties agree that funds approved for expenditure in each state fiscal year are available to the Grantee for

any purposes outlined in this Grant Agreement. The Grantee may finalize the process to acquire and receive non-expendable property and to address other expenditures and obligations incurred including making lease payments to reduce the cost of multi-year leases, in accordance with Florida law, no later than June 30, of each year, including but not limited to any portion of a July payroll that accrued prior to July 1. In addition, the Grantee may use such funds to address any cash flow needs that arise during each three-month extension.

2. In the event section 39.3065, F.S., is amended to remove Broward County Sheriff's statutory responsibilities, then either party may terminate this Grant Agreement by providing the other party with written notice of termination. Prior to either party issuing a notice of termination, both parties agree to meet and discuss whether a termination notification is desired by either party. Once either party provides written notice of termination, then within 60 days, both parties agree to enter into a written amendment to this Grant Agreement detailing how the transition of services from the Grantee to the Grantor shall occur and setting forth the payment for services during a transition period not to exceed 180 days. The Grantor shall continue to fund the Grantee's operations and the Grantee shall continue to perform services without a disruption or reduction of services provided under this Grant Agreement. This Grant Agreement may be extended pursuant to the provisions of section 287.057, F.S.

B. Services Contingent upon Funds Described in Exhibit E

Pursuant to section 39.3065, F.S., the Grantee will provide child protective investigative services under this Grant Agreement. Grantee performance and obligation to perform services under this Grant Agreement is contingent upon receipt of all funds described in Exhibit E of Attachment I to this Grant Agreement.

C. Modification

Modifications of provisions of this Grant Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The total dollar amount may be adjusted retroactively to reflect price level increases when these have been established through the appropriations process and subsequently identified in the Grantor's operating budget.

D. Renegotiation

1. Either party may initiate the renegotiations process and provide the other party with a draft of proposed amendments at any time during the term of this Grant Agreement.
2. Grantor will initiate the renegotiation process prior to May 15 of each state fiscal year and will provide the Grantee with a draft of any proposed amendment to this Grant Agreement, including updating the amount appropriated by the legislature each fiscal year in accordance with section 39.3065, F.S., issues that may have been addressed during the state fiscal year, changes in Florida Statutes, or other issues.

Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Grantee name, as shown on page 1 of this Grant Agreement, and mailing address of the official payee to whom payment shall be made is:

Kenneth C. Jenne II, Sheriff of Broward County
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

2. The name address and telephone number of the Grantor's Grant Agreement coordinator:

Jack L. Moss, District Administrator
Department of Children and Families
201 West Broward Boulevard, Suite 406
Fort Lauderdale, Florida 33301
(954) 467 - 4298

3. The name of the contact person and street address, and telephone number where the Grantee's financial and administrative records for this Grant Agreement are maintained is:

William McDonald, Director of Finance
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311
(954) 831 - 8371

4. The name, address and telephone number of the representative of the Grantee responsible for administration of the program under this Grant Agreement is:

Major Paul Lauria
Broward Sheriff's Office
351 State Road 7
Plantation, Florida 33317

5. Upon change of the representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification shall be attached to the originals of the Grant Agreement.

E. All Terms and Conditions Included

This Grant Agreement and its attachments, Attachment I, II, III, and IV and Exhibits A through F contain all the terms and conditions agreed to by both parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Grant Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. If any term or provision of the Grant Agreement is found to be illegal or unenforceable, the remainder of this Grant Agreement shall remain in full force and effect, and such term or provision shall be stricken.

The parties have read this entire Grant Agreement inclusive of all its attachments, as referenced in Paragraph III. E. above, and understand each section and paragraph.

IN WITNESS THEREOF, the parties have caused this 48 page Grant Agreement to be executed by their undersigned officials as duly authorized.

GRANTEE:
SHERIFF OF
BROWARD COUNTY

Signed by: 

NAME: Kenneth C. Jenne II

TITLE: Sheriff

DATE: 28 JUL 05

GRANTOR:
STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

Signed by: 

NAME: Jack L. Moss

TITLE: District Administrator

DATE: 6/28/05

STATE AGENCY 29 DIGIT SAMAS CODE: N/A

Federal EID # (or SSN): F396000334025 State Fiscal Year Ending Date: 09/30
~~Approved as to form and legal sufficiency~~
~~subject to the execution by the parties:~~

By: 
Edward A. Dion, General Counsel
Broward Sheriff's Office

07/01/2005

10

Grant No. JJZ02

Date: 6/28/05

**DEPARTMENT OF CHILDREN AND FAMILIES
CHILD PROTECTIVE INVESTIGATIVE SERVICES GRANT
AGREEMENT
ATTACHMENT I**

A. Introduction.

The purpose of this Grant Agreement is to continue the performance of the responsibilities for child protective investigations in Broward County. It is agreed that this service is of paramount importance to the health, safety, and welfare of the public, and that the Grantee has declared that the funding associated with this Grant Agreement comprises the maximum amount of funds available for this service.

B. Services to be Provided.

1. Definition of Terms.

a. Grant Agreement Terms.

- 1) County. Refers to Broward County.
- 2) Grant Coordinator. The individual designated by the Grantor to provide assistance with the management of this Grant Agreement, and the person to whom the Grantee must send all required reports and invoices.
- 3) Grant Agreement Period. The period between the effective date of this Grant Agreement and the ending date, September 30 each year.
- 4) Grantee. The sheriff of the county performing protective investigative services under the terms and conditions of this Grant Agreement (Sheriff).
- 5) Grantor. The State of Florida Department of Children and Families (Department).
- 6) Lead agency (Provider). The licensed private community-based care provider under contract with the Grantor responsible for coordinating, integrating and managing a local system of supports and services for child abuse, abandonment, and neglect victims and their families.
- 7) Overpayment. An amount paid to the Grantee by the Grantor in excess of the amount of this Grant Agreement.

- 8) State Fiscal Year. The period from July 1 through June 30.
- 9) District 10. The department's specified territorial division that pertains to the geographical service area encompassing Broward County responsible for the management of this grant agreement.

b. Program or Service Specific Terms.

- 1) Administrative Costs. Those indirect costs not readily attributed to one program area, but which relate in general to the overall operation of the entity such as corporate management, human resources, or financial management.
- 2) CWLS (Child Welfare Legal Services). These legal services are performed by either the Grantor or under a contract between the Grantor and the Office of the Attorney General.
- 3) Child Protection Team (CPT). A medically directed, multi-disciplinary team, under contract with the Florida Department of Health, which is involved in the assessment activities for reports of child abuse and neglect.
- 4) Child Protective Investigation. An investigation in response to a report of child abuse, abandonment or neglect conducted in accordance with Chapter 39, F.S.
- 5) Child Protective Investigators (CPI). Employees who complete investigations of reports of child abuse, abandonment and neglect that are referred by the Florida Abuse Hotline and Information System.
- 6) Community-Based Care Lead Agency. The provider contracted by the department for Broward County responsible for the delivery of child welfare services as described in section 409.1671 F.S. Hereafter refer to as ChildNet, Inc.
- 7) Investigative Report. An enhanced Child Safety Assessment Decision Support Tool designed to guide investigators through the assessment and investigation process requiring each investigator to collect and document pertinent information needed for immediate safety and recommended report disposition decisions.

- 8) Closed Investigative Report File. The completed aggregation of all written, photographic, electronic or other records of investigative activities pertaining to a particular report.
- 9) Florida Abuse Hotline. A unit of the Grantor which receives reports of abuse, abandonment, neglect and/or other special conditions and which informs and refers to the Grantee all such reports within the Grantee's geographical jurisdiction by telephone or computer on a 24 hours-a-day, 7 days-a-week basis.
- 10) HomeSafenet (HSn). The State Automated Child Welfare Information System (SACWIS) for the state of Florida. HSn is the electronic record for each case. It contains information regarding a particular child and his or her family
- 11) Institutional Child Abuse. Situations of known or suspected child abuse or neglect in which the alleged perpetrator is an employee of a private school, day care center, residential home, institutional facility, or agency.
- 12) Master Case File. A file maintained by the Grantor containing all information concerning all reports of abuse or neglect concerning a child, and related actions and information.
- 13) Master File. A combination electronic HomeSafenet and hard copy file that documents all services and activities related to the child and the child's family maintained by the Grantor.
- 14) Peer Review Committee. A committee comprised of staff of the Grantor and Grantee that will develop and implement the evaluation program performance policies and procedures.
- 15) Out of Town Inquiries. Out of state or out of county requests for assistance from Sheriffs, the Grantor, or other protective investigation entities to perform some child protection function inside Broward County. These requests may include, but are not limited to, requests for home studies and criminal background information relevant to the placement of children.
- 16) Special Condition Cases - Reports that do not meet the legal definitions of abuse, neglect, and abandonment such as parent incarceration, parent hospitalization, or concern for children in foster homes (also known as Foster Care Referrals), but which require intervention services by the provider.

17) Working Agreement. A protocol, memorandum, or other written documentation entered into between the Grantee and other governmental entities including the Grantor, State Attorney, Office of the Attorney General, lead agency, Child Protection Teams, and Sexual Abuse Prevention Teams. The agreement specifies working relationships between and among these separate parties regarding the implementation of this Grant Agreement.

18) Sexual Abuse Prevention Team. A committee, if any, of local stakeholders including the Grantor, law enforcement and the Department of Health. The primary purpose of the committee is to address child sexual abuse issues.

2. General Description.

a. General Statement

The Grantee will provide child protective investigations for all reports referred by Florida Abuse Hotline within Broward County in accordance with all applicable federal laws and state statutes.

b. Authority for Services

Chapter 39, F.S.

c. Scope of Services

- 1) The Grantee will investigate all reports of child abuse, abandonment, neglect, or special conditions cases assigned by Florida Abuse Hotline in accordance with Chapter 39, F.S. and Exhibit F for foster care referrals.
- 2) The Grantee shall respond to out-of-town inquiries or requests that pertain to a child abuse or neglect investigation from other child protective investigation entities.
- 3) The Grantee's protective investigators must be available twenty-four hours-a-day, seven days a week to conduct child protective investigations.

C. Manner of Service Provision.

1. Service Task List

a. General Tasks

- 1) The Grantee shall be knowledgeable of and fully comply with all federal laws and state statutes, rules and regulations, as amended from time to time, that do or may affect the subject of this agreement.
- 2) The Grantee shall work in cooperation with the district and lead agency on the development of the local Program Improvement Plan that shall include the goals and objectives detailed in Florida's statewide Program Improvement Plan.
- 3) The Grantee shall support the department's development and implementation of HomeSafenet. See Attachment III.
- 4) The Grantee shall input data into HSn consistent with that data input by the Grantor in order to measure outcomes and performance consistently across the state. HSn is the Grantor's system of record for all casework. The provider specifically agrees that HSn will always contain the most current and the most accurate information regardless of any other systems employed. The provider agrees to collect, enter and maintain all data necessary to meet HSn requirements in accordance with HSn policies and procedures including timeliness criteria.
- 5) The Grantee shall use decision support tools, either existing tools or tools currently under development, which encompass necessary state wide data elements, to support consistency in child safety and family assessments, home studies, case planning, monitoring and placement/permanency decisions. Notwithstanding the foregoing, the Grantee may use its own decision support tools to the extent such tools are pre-approved by the Grantor. Such pre-approval will not be unreasonably withheld.
- 6) The Grantee shall hold confidential all information related to clients obtained under this Grant Agreement and shall not use this information in any manner except as permitted by law.
- 7) The Grantee shall enter all data relevant to the investigative process into HSn as elements of the HSn system become operational. The Grantor shall provide the Grantee with a list of the access roles and privileges within the HomeSafenet system. The Grantee in its discretion shall assign roles to its staff. The Grantee will provide this information to the Grantor for inclusion into the HomeSafenet system. The Grantor will provide an

opportunity to include representatives from Grantee in the development and implementation of future releases of HSn.

- 8) The Grantee will maintain all open files of child protective investigations. All file maintenance will be within time frames agreed to in the Working Agreement in order for the Grantor to maintain a master case file for each child, in accordance with subsection 39.301(3), F.S., and Attachment IV.
- 9) Grantee will develop specific policies and operating procedures to implement applicable federal laws and state statutes regarding child protective investigations. At its discretion, the Grantee may adopt all or parts of the current operating procedures for the Grantor as they relate to federal law, Florida Statutes, Florida Administrative Code, agency policy, or best practices. These operating procedures may be obtained through the Grant Coordinator.
- 10) The Grantee will complete the Request for TANF Funds and Eligibility Determination (Exhibit A) for each investigation and return them to Grantor as set forth in the working agreement. The Grantor shall provide these forms to the Grantee upon execution of this Grant Agreement.
- 11) For data not available in HomeSafenet, the Grantee shall provide information or reports at the request of the Secretary for the Department of Children and Families or District Administrator. If such requests are unusually labor intensive or costly, the Grantor will either reimburse the Grantee or provide additional staffing to Grantee to assist in responding to the request.
- 12) The Grantee shall participate and represent their interests in the District meetings to discuss the Grantor's and Grantee's ongoing programmatic and management functions and roles, problem-solving and planning regarding identified grant issues and department initiatives.

b. Protective Investigations Tasks

- 1) The Grantee will perform child protective investigations in response to all reports referred by HSn.
- 2) The Grantee shall provide testimony or other support necessary in order to enable the proper conduct of any judicial or administrative proceedings related to child protective

investigations conducted by the Grantee during the term of this Grant Agreement.

- 3) In reports where it is determined that a child is in need of temporary substitute care, the Grantee shall be responsible for the delivery of the child to the Grantor or a community-based care lead agency. After such delivery, the Grantee shall have no further responsibility for providing transportation for the child except for transportation directly related to the conduct of the investigation unless agreed to in a separate document with the lead agency.
- 4) The Grantee will initiate appropriate action and will respond to the requestor of out-of-town inquiries or requests that pertain to an abuse or neglect investigation from protective investigation entities within 24 hours of receipt, or such other time as the law may provide.

c. Coordination with Other Providers/Entities

- 1) The Grantee will maintain contact and communication with the Grantor, dependency court and other persons or agencies in order to carry out the Grantee's responsibilities hereunder.
- 2) The Grantor and Grantee will continue to use and revise as needed a Working Agreement, which includes a provision for dispute resolution. The Working Agreement shall describe procedures for placement of children taken into custody, shall address the identification of appropriate relative and non-relative placement options, and shall assign responsibility for approving and placing children pursuant to these options between the Grantor and Grantee. The Grantor agrees to amend its contract and/or working agreement with the Community-Based Care (CBC) lead agency to clarify the roles and responsibilities of the CBC lead agency in regard to clients.
- 3) Within 45 days of the effective date of this Grant Agreement, the Grantee hereby agrees to develop and maintain or continue to use existing working agreements to include specific joint operating procedures with the following agencies, or may, at Grantee's discretion, follow the Grantor's working agreements with the following agencies:
 - a) Department of Juvenile Justice (DJJ), which complies with the statewide Department of Juvenile Justice agreement.

- b) The CBC Lead Agency who is under contract to provide foster care and related services in this geographical service area.
- 4) The Grantee will continue to respond to out-of-town inquiries (OTI) from other protective investigation entities. The procedures for responding will continue to address time frames and assign responsibility for the initiation and completion of the response to the OTI.
- 5) The Grantee will continue to use and revise, as needed a Working Agreement with the appropriate CWLS staff regarding the provision of child welfare legal services.
- 6) The Grantee will continue to use and revise as needed a Working Agreement with the Department of Health regarding access to Child Protection Teams and Sexual Abuse Treatment Programs in accordance with Chapter 39, F.S.

2. Staffing Requirements

a. Staffing Level.

The Grantee shall make a good faith effort to maintain a sufficient staffing level to respond to and investigate all referrals from the HSⁿ and to implement all other provisions of this agreement. Staffing levels will be sufficient to conduct protective investigations 24 hours a day, 7 days a week.

b. Professional Qualifications.

The Grantee shall use child protective investigators and supervisors who will be under the command of the Grantee. The Grantee shall use qualification standards for the staff according to its personnel system and applicable statutory requirements.

c. Subcontracting.

Pursuant to section 39.3065, F.S., the Grantee may subcontract with law enforcement officials or private agencies to conduct investigations related to neglect reports only. The Grantee shall take full responsibility for any safety decision made by the subcontractor.

- 1) The Grantee is responsible for ensuring that subcontractors comply with all applicable federal laws and state statutes, as amended from time to time.
- 2) No subcontract, which the Grantee enters into with respect to this Grant Agreement, shall in any way relieve the Grantee of any responsibility in performance of its duties.
- 3) All payments to subcontractors are the sole responsibility of and shall be made by the Grantee.

3. Equipment, Maintenance, and Related Services.

See Attachment II. The Grantor acknowledges that the Grantee's budget includes costs for office space, telephone equipment and services, furniture and equipment. The Grantor acknowledges that the Grantee has no local funding for this purpose. The Grantee may use its funds to finalize the procurement of leased space including renovations and/or to make lease payments to reduce to Grantee's cost of multi-year leases.

4. Information Systems Requirements.

See Attachment III.

- a. The Grantee provides for all information technology from funds allocated through the Grant. The Grantee has access to HomeSafenet as well as state, local, and national databases associated with law enforcement operations that are audited by the appropriate host agency for those systems.
- b. The Grantee shall support the department's development and implementation of HSn and will ensure that all information technology resources purchased with Grant funds are compatible with the department's information systems requirements. Additionally, the Grantee will maintain the accuracy, timeliness, and appropriate levels of security of information entered into or retrieved from the Grantor's information systems.
- c. If the Grantor requires technology changes that are high-cost system level changes, the Grantor will ensure adequate funding to the Grantee to permit uninterrupted access to the Grantor systems.

5. Deliverables.

- a. **Reports.**

- 1) The Grantee shall submit a quarterly expenditure report to the Grant Coordinator of the Grantor's office no later than 30 days following the end of the quarter using the attached format in Exhibit B.
- 2) Pursuant to section D. 7. below, the Grantee shall submit the final reconciliation of actual expenditures made under this Grant Agreement within 90 days after the ending date of each state fiscal year of this Grant Agreement.
- 3) Pursuant to section D. 6. below, the Grantee shall provide written notification of all interest earnings and the use of such interest earnings within 90 days after the ending date of each state fiscal year of this Grant Agreement.
- 4) The Grantee shall submit a completed Exhibit D to the Grantor no later than August 1 of each year of this Grant Agreement.

6. Performance Evaluation and Specifications.

- a. Program performance evaluation shall be based on criteria mutually agreed upon by the sheriffs providing child protective investigations and the Grantor as provided by law. The program performance evaluation shall be conducted by a team of peer reviewers from the sheriffs that perform child protective investigations and representatives from the Grantor. The process will outline and re-develop evaluation criteria, participants, timelines, instruments, performance standards, sampling parameters and a mechanism for feedback and program improvement. The sample of locked report files will exclude institutional and special condition cases. The peer review process shall be completed and ready for implementation no later than 60 days after execution of this Grant Agreement.
- b. The Grantee and Grantor shall assign staff to participate in the peer review process and to perform peer reviews of the other sheriffs' and comparable department sites for child protective investigations programs according to the aforementioned process. The Grantor's Child Welfare Integrated Quality Assurance tool or other mutually agreed upon tool will be the tool used for performance evaluation in the peer review process.
- c. The Grantor and Grantee agree to seek mutually agreed upon changes in the performance measures used to assess the success of child protective investigations. Data will be collected for the

will consider factors such as Hotline volume, regional differences, actual child counts in abuse reports, demographic changes and other factors not under the control of the Grantee or CBC.

- b. The Grantee will work cooperatively with the CBC and CWLS to ensure that referrals for service are appropriate and necessary. If and when conflicts arise, which cannot be resolved through the normal staffing process, the District Administrator will resolve the conflict. In the case of emergency removals, decisions rest with the judiciary.
- c. The Grantee and Grantor agree that the interests and safety of the child is the primary consideration in all emergency removals and service referrals.

D. Method of Payment.

- 1. By execution of this Grant Agreement, the Grantee requests that it receives 100% of this Grant Agreement amount appropriated each state fiscal year through advance payments as outlined in D.2 and D.3. below. The parties agree that an advanced cost reimbursement approach will be used to determine the actual amounts due and payable under this Grant Agreement. This is a five-year Grant Agreement and the total dollar amount will not exceed the sum of the amounts appropriated for each state fiscal year. The State Fiscal Year 2005-2006 total Grant Agreement amount will not exceed **\$13,337,160.00**. However, in any state fiscal year included in this Grant Agreement period, funds may be increased through the execution of a formal written amendment. Increases may include, but are not limited to, funding for training, disaster cost reimbursement and transfer of a lease to the Grantee. Prior to the beginning of each state fiscal year, for the term of this Grant Agreement, the parties will enter into a written amendment that identifies the total amount of funds appropriated by the Legislature for the next state fiscal year, updates the total amount of funds under this Grant Agreement, amends Exhibit A relating to household income for TANF eligibility, and amends Exhibit E detailing each month's payment. The legislative appropriation for each state fiscal year may only be used to fund those expenditures paid and encumbrances incurred during said state fiscal year. The annual reconciliation of expenditures and encumbrances for each state fiscal year is addressed in D.7. below.
 - a. FY 2005-2006: \$13,337,160.00
 - b. FY 2006 -2007: Subject to annual legislative appropriations pursuant to section 39.3065, F.S.
 - c. FY 2007-2008: Subject to annual legislative appropriations pursuant to section 39.3065, F.S.

following performance measures during this Grant Agreement period:

- 1) Percent of investigations commenced within 24 hours.
- 2) Percent of investigations completed in 60 days.
- 3) Percent of reports reviewed by supervisors in accordance with Grantor timeframes for early warning system.

The Grantor will utilize HSn to report on the above measures

- d. The Grantor will provide Grantee with drafts of the Sheriff's Child Protective Investigations Program Performance Evaluation Report, hereafter referred to as the Peer Review Report, for review. Grantor will make a good faith effort to incorporate Grantee's revisions as deemed appropriate by Grantor. Grantor and Grantee will meet either face to face or by telephone to discuss the Peer Review Report before it is finalized. Grantor will provide Grantee with a final version of the Peer Review Report prior to January 10 of each year of this Grant Agreement. Grantee will have two weeks from the date of receipt of the report to review and provide Grantor with any written rebuttal, which will be attached in its entirety to the Peer Review Report as an exhibit.

7. Performance Specifications

a. Performance Measures (Outcomes and Outputs)

The Grantee understands and will diligently work to meet the performance standards.

- 1) 100% of investigations commenced within 24 hours.
- 2) 90% of investigations to be completed in 60 days.
- 3) 100% of reports reviewed by supervisors in accordance with Grantor timeframes.

Inability of the Grantee to substantially meet the above standards will be addressed by the District Administrator and the Grantee to seek solutions to improve performance.

8. CBC/ Protective Investigations Partnership Expectations

- a. In order to facilitate management of a coordinated child welfare program, both the Grantor and Grantee will track and monitor data on referrals for services. In their analysis of service referrals, the Grantor

- d. FY 2008-2009: Subject to annual legislative appropriations pursuant to section 39.3065, F.S.
 - e. FY 2009-2010: Subject to annual legislative appropriations pursuant to section 39.3065, F.S.
-
- 2. No later than July 8 of each year, the Grantor will submit a request for the first scheduled payment voucher to the Department of Financial Services (DFS). For each subsequent month, commencing July 15 of each year of this Grant Agreement, the Grantor will submit a request for the next scheduled payment voucher to DFS. Pursuant to subsection 215.422(2), F.S., DFS has no more than 10 days to issue a warrant in payment of an invoice after the Grantor has submitted the request for payment voucher. At the time the Grantor submits the request for the July payment voucher to DFS, the Grantor will request the DFS to issue a warrant no later than the end of the second week of July of each year of this Grant Agreement.
 - 3. As near the first workday of each month as possible, the Grantor will issue a payment to the Grantee based on the "TOTAL" dollar column listed on the Exhibit E cash flow schedule. If the Grantee requires an additional amount of funding due to an unforeseen adverse incident or emergency circumstance, the Grantee will submit a written request to the Grantor stating the amount and purpose of the request. Upon approval by the Grantor, payment of the request will be expedited for release of the funds to the Grantee. Approval by the Grantor will not be unreasonably withheld.
 - 4. Any funds that were advanced to the Grantee that are not accounted for through actual expenditure reports shall be returned to the Grantor as a part of the Final Expenditure Report reconciliation for each state fiscal year of this Grant Agreement.
 - 5. Excluding earned interest, all increases or decreases in overall amount of this Grant Agreement shall be accomplished only through the execution of a formal Grant Agreement amendment.
 - 6. The Grantee's advanced funds may be invested in an insured interest bearing account. The Grantee may retain interest earned on advance funds from this Grant Agreement for reinvestment in child protective investigations. The Grantee will provide the Grantor written notification of all interest earnings and use of such interest earnings within 90 days after the ending date of each state fiscal year of the Grant Agreement. These interest earnings will be in addition to the amount of funds provided in this Grant Agreement. If not used for such purposes, the interest earnings shall be returned to the Grantor at the end of this Grant Agreement period as part of the Final Expenditure Report for each state fiscal year of this Grant Agreement.

7. Reconciliation of actual expenditures made under this Grant Agreement shall be completed within 90 days after the ending date of each state fiscal year of this Grant Agreement and will be submitted using the format provided as Exhibit B. Any unexpended or unencumbered funds, including any remaining balance of interest earned on advanced funds, shall be returned to the Grantor by the Grantee within 90 days after the ending date of each state fiscal year of this Grant Agreement. The Grantee will retain the original source documents including, but not limited to, payroll rosters, purchase orders, paid invoices, and other receipts, which support all expenditures as reflected in the final expenditure report for each state fiscal year of this Grant Agreement.
8. Subsequent to July 1 of each year of this Grant Agreement, should the legislature appropriate additional funds to the Department for protective investigations in all 67 counties, this Grant Agreement may be renegotiated to include the Grantee's allocation of the additional appropriation. If the grant amount is increased, the monthly payments to the Grantee shall be increased accordingly. Increases in the grant amount will only be accomplished through execution of a formal grant amendment.
9. Further, should the Grantor designate, subject to the provisions of Chapter 216, F.S., additional funds to address unanticipated increases in caseload or major policy changes, the Grantee shall be included in any Grantor-wide allocation methodology and receive funding to the extent that the grantee is entitled to a proportionate share.

E. Special Provisions.

1. The Grantor will provide all relevant information to the Grantee regarding child protective investigations to include the Grantor's directives, policies, procedures, manuals, and other documents as they pertain to the terms and conditions of this Grant Agreement.
2. No federal funds received in connection with this Grant Agreement may be used by the Grantee, or agent acting for the Grantee, to influence legislation or appropriations pending before the Congress or any state legislature. If this Grant Agreement contains federal funding in excess of \$100,000, the Grantee must, prior to the Grant Agreement execution, complete the Certification Regarding Lobbying Form. If a Disclosure of Lobbying Activities Form, Standard Form LLL is required, complete Attachment V to this Grant Agreement. All disclosure forms are required by the Certification Regarding Lobbying Form must be completed and returned to the Grant Coordinator.

3. The Grantor and Grantee agree that the "breach of" provision of Section I-B (page 1) of the "State of Florida, Department of Children and Families, Grant Agreement") will not automatically result in a termination of this Grant Agreement, but will instead result in immediate, good faith negotiations between the Grantor and the Grantee to reach a reasonable and amicable resolution of the dispute.
4. The parties shall advise each other if either Grantor or Grantee initiates changes in laws related to child protective investigations, and shall solicit the other party's input into same.
5. The Grantee shall request technical assistance from the Grantor when deemed necessary to ensure child safety and comply with all applicable federal laws and state statutes. Under no circumstances is the Grantee relieved of its responsibilities to comply with such authorities under the terms of this Grant Agreement.
6. The Grantor and the Grantee have negotiated the assignment of responsibility for record storage, retrieval, disposal and payment thereof. The Grantee agrees to pay the Grantor an amount not to exceed **\$25,000.00** annually during each state fiscal year upon receipt of an invoice from the Grantor. If technology changes allow for a reduction in this cost, the amount will be reduced at the discretion of the District Administrator.
7. **Dispute Resolution.** The Grantee agrees that any disputes between the Grantee and the Community-Based Care providers will be resolved with input by the District Administrator if required.
8. The Grantee will cooperate and participate in the death reviews (see CFOP 175-17 and Chapter 383.402, F.S.) of suspected child abuse or neglect deaths by the Grantor and the Department of Health's Child Abuse Death Review Team.

F. Listing of Exhibits.

These exhibits will be updated periodically, through written amendments to the Grant Agreement, to reflect changes in funding, state fiscal year references, eligibility information (Exhibit A), and other agreed upon changes.

Exhibit A - Request for TANF Funds and Eligibility Determination

Exhibit B - Quarterly Expenditure Report for State Fiscal Year 2005-2006

Exhibit C - Economic Self-Sufficiency Services Food Stamps and Temporary Cash Assistance Information.

Exhibit D - Line Item Budget Request for State Fiscal Year 2006-2007

Exhibit E - Cash Flow Schedule

Exhibit F - Procedure for the Triage, Investigation, Documentation and Closure of Foster Care Referrals



Exhibit A
2005/2006

Request for TANF Funds/Eligibility Determination

Eligibility Requirement: To be eligible for the TANF funds: the child or family income must be less than 200% of the federal income poverty level; the child must be living in the home of a parent or other specified relative and the individuals must be a United States citizen or qualified noncitizen.

ZONE/DISTRICT/REGION/CBC Agency _____ **Date of Request:** _____

Table 1: Information on Children and Adults in Household.

#	Name	Social Security #	Date of Birth	Citizen or Qualified Noncitizen
1				<input type="checkbox"/> Yes <input type="checkbox"/> No
2				<input type="checkbox"/> Yes <input type="checkbox"/> No
3				<input type="checkbox"/> Yes <input type="checkbox"/> No
4				<input type="checkbox"/> Yes <input type="checkbox"/> No
5				<input type="checkbox"/> Yes <input type="checkbox"/> No

Please answer the following questions as applicable by putting a check mark in the appropriate response, then sign and date the form.

1) Is (are) child(ren) living with a parent or other specified relative?

- ☐ YES if Yes, continue with item # 2; list name of relative and relationship to child: _____ / _____
☐ NO if No, child is not eligible for TANF

2) Is the family currently receiving temporary cash assistance under WAGES or the Relative Caregiver Program?

- ☐ YES if Yes, financial criteria met, submit to supervisor for final TANF determination.
☐ NO if No, continue with item # 3.

3) Family Income. Information obtained from:

- ☐ Parent/relative (circle one: Self-declaration or documented: _____)
list document, i.e. pay stub, etc.
☐ Collateral Source: _____

List the source

Using information obtained from the parent or specified relative or through available/collateral contact information, make the "best determination possible" of the family's gross income. When income information is not obtained from the family it may be obtained from the employment history of responsible adults or any prior determination of eligibility for public assistance [i.e., Food Stamps Temporary Cash Assistance (WAGES)].

Determine: (A) What is the family size? _____

(B) Estimated Family Income: \$ _____ per ☐ month ☐ year

Table 2: 200% of the FPL by family size: Effective Date July 1, 2005.

(For households larger than 10, add \$ 544 per month or \$6,520 per year for each additional household member.)

HOUSEHOLD SIZE AND FAMILY INCOME										
Household size	1	2	3	4	5	6	7	8	9	10
Monthly Income	1595	2139	2682	3225	3769	4312	4855	5399	5942	6485
Yearly income	19,140	25,660	32,180	38,700	45,220	51,740	58,260	64,780	71,300	77,820

SIGNED: _____

Date: _____

Based on the household information above, the family income is: (check one)

- ☐ less than 200% of the FPL... CHILD/FAMILY IS ELIGIBLE
☐ at or above 200% of the FPL... CHILD/FAMILY IS INELIGIBLE

SIGNED: _____

Date: _____

Supervisor or Designee

Child(ren)'s eligibility was entered into the HomeSafenet, on (the date): _____

Person entering information: _____

INSTRUCTIONS
Request for TANF Funds/Eligibility Determination

PURPOSE: TANF funding in Family Safety is used to pay the administrative costs of the Florida Abuse Hotline, eligible staff activities of protective investigators and protective services counselors, services for children who are in their own homes with a parent or specified relative and who are at imminent risk of removal and for services to expedite reunification. The information requested in this form is used to determine the child/family's eligibility for TANF.

INFORMATION REQUESTED:

1. Enter the name of the district/region/CBC in which the child/family resides.
2. Enter the date of request (date the form is initiated).
3. Enter the names of all the family members/children in the household, their social security numbers and dates of birth. Indicate whether each individual is a United States citizen or qualified noncitizen.

ELIGIBILITY:

1. When the application is being completed at the time of the investigation, check "YES" if the child is being removed from the home of a parent or specified relative; otherwise, check "NO". When the application is being completed to provide TANF funded protective services in the child's home, check "YES" if the child is currently living with a parent or specified relative, otherwise check "NO".

If "YES", continue with Item # 2. Write the name of the specified relative with whom the child(ren) is(are) living and the relationship to the child(ren).

If "NO" the child is ineligible for TANF funding.

2. Check the box "YES" or "NO"

IF "YES," child/family meets financial criteria.

IF "NO," Continue with Item # 3.

3. **FAMILY INCOME.** HINT: When child is in the home of his/her parent the income of the child(ren) and child's parent(s) living in the home is counted. The family size will include the parents and the child(ren). When child is in the home of a specified relative, only the child's income is counted and each child will be considered a family on "one". Two hundred percent (200%) of the FPL by family size is listed in the chart.

Note: The source of the income information (i.e. self-declaration) must be documented on the request form. When efforts to obtain income information are unsuccessful, indicate in the top margin of the request form that income information could not be obtained then initial and date.

The person completing the form - parent, specified relative, CPI, case manager or zone/district/region/CBC designee - must sign and date the form.

The supervisor or zone/district/region/CBC designee conducts the eligibility determination by indicating whether the family's income is less than 200% of the FPL for the household size and marks the appropriate space.

The supervisor or zone/district/region/CBC designee must sign and date the form.

DISTRIBUTION:

Original must remain in child's file (copies can be used when the family has more than one child)
Copy to District/region/CBC Revenue Maximization Unit.

CODING:

The child's eligibility must be recorded in HSn. When the child's eligibility has not been determined, the child must be coded as "TANF Ineligible."

When family income cannot be determined, the child's eligibility must be coded as TANF Ineligible in HSn.

EXHIBIT B

QUARTERLY EXPENDITURE REPORT FOR STATE FISCAL YEAR 200 - 200						
COUNTY: BROWARD	Annual Budget	First Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Personnel Costs						
Salaries and benefits (FTEs)						
Travel						
Child welfare services training						
Other training						
Dues and memberships						
Professional liability/risk management						
Notary/surety bonds						
Recruitment - advertising						
Recruitment - background screening						
Medical services						
Uniforms						
Other						
Subtotal						
Facility Costs						
Building lease/rent						
Utilities						
Security						
Insurance						
Renovations						
Other						
Subtotal						
Motor Vehicles						
Lease						
Purchase						
Insurance						
Maintenance/repairs						
Fuel						
Car seats						
Other						
Subtotal						

EXHIBIT B

QUARTERLY EXPENDITURE REPORT FOR STATE FISCAL YEAR 200_ - 200_						
COUNTY: BROWARD	Annual Budget	First Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Communications						
Pagers						
Cellular telephones, batteries						
Radios						
Office telephones/system						
Fax machines						
Maintenance agreements						
Other						
Subtotal						
Office Supplies, furniture and equipment						
Supplies						
Postage						
Diapers, food, clothing, toys						
Copy machine (rent or purchase)						
Copier supplies and maintenance						
Cameras, film, and batteries						
Furniture						
Other						
Subtotal						
Computers						
File server						
Personal computers						
Software/licenses						
Printers						
Maintenance						
Line charges						
Programming						
Other						
Subtotal						

QUARTERLY EXPENDITURE REPORT FOR STATE FISCAL YEAR 200 - 200__						
COUNTY: BROWARD	Annual Budget	Second Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Personnel Costs						
Salaries and benefits (___ FTEs)						
Travel						
Child welfare services training						
Other training						
Dues and memberships						
Professional liability/risk management						
Notary/surety bonds						
Recruitment - advertising						
Recruitment - background screening						
Medical services						
Uniforms						
Other						
Subtotal						
Facility Costs						
Building lease/rent						
Utilities						
Security						
Insurance						
Renovations						
Other						
Subtotal						
Motor Vehicles						
Lease						
Purchase						
Insurance						
Maintenance/repairs						
Fuel						
Car seats						
Other						
Subtotal						

QUARTERLY EXPENDITURE REPORT FOR STATE FISCAL YEAR 200_ - 200_						
COUNTY: BROWARD	Annual Budget	Second Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Communications						
Pagers						
Cellular telephones, batteries						
Radios						
Office telephones/system						
Fax machines						
Maintenance agreements						
Other						
Subtotal						
Office Supplies, furniture and equipment						
Supplies						
Postage						
Diapers, food, clothing, toys						
Copy machine (rent or purchase)						
Copier supplies and maintenance						
Cameras, film, and batteries						
Furniture						
Other						
Subtotal						
Computers						
File server						
Personal computers						
Software/licenses						
Printers						
Maintenance						
Line charges						
Programming						
Other						
Subtotal						
TOTAL FOR SHERIFF						

QUARTERLY EXPENDITURE REPORT FOR STATE FISCAL YEAR 200_ - 200_						
COUNTY: BROWARD	Annual Budget	Third Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Personnel Costs						
Salaries and benefits (____ FTEs)						
Travel						
Child welfare services training						
Other training						
Dues and memberships						
Professional liability/risk management						
Notary/surety bonds						
Recruitment - advertising						
Recruitment - background screening						
Medical services						
Uniforms						
Other						
Subtotal						
Facility Costs						
Building lease/rent						
Utilities						
Security						
Insurance						
Renovations						
Other						
Subtotal						
Motor Vehicles						
Lease						
Purchase						
Insurance						
Maintenance/repairs						
Fuel						
Car seats						
Other						
Subtotal						

QUARTERLY EXPENDITURE REPORT FOR STATE FISCAL YEAR 200 - 200						
COUNTY: BROWARD	Annual Budget	Third Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Communications						
Pagers						
Cellular telephones, batteries						
Radios						
Office telephones/system						
Fax machines						
Maintenance agreements						
Other						
Subtotal						
Office Supplies, furniture and equipment						
Supplies						
Postage						
Diapers, food, clothing, toys						
Copy machine (rent or purchase)						
Copier supplies and maintenance						
Cameras, film, and batteries						
Furniture						
Other						
Subtotal						
Computers						
File server						
Personal computers						
Software/licenses						
Printers						
Maintenance						
Line charges						
Programming						
Other						
Subtotal						
TOTAL FOR SHERIFF						

QUARTERLY EXPENDITURE REPORT FOR STATE FISCAL YEAR 200_ - 200_						
COUNTY: BROWARD	Annual Budget	Fourth Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Personnel Costs						
Salaries and benefits (____ FTEs)						
Travel						
Child welfare services training						
Other training						
Dues and memberships						
Professional liability/risk management						
Notary/surety bonds						
Recruitment - advertising						
Recruitment - background screening						
Medical services						
Uniforms						
Other						
Subtotal						
Facility Costs						
Building lease/rent						
Utilities						
Security						
Insurance						
Renovations						
Other						
Subtotal						
Motor Vehicles						
Lease						
Purchase						
Insurance						
Maintenance/repairs						
Fuel						
Car seats						
Other						
Subtotal						

COUNTY: BROWARD						
Quarterly Expenditure Report for State Fiscal Year 200 - 200	Annual Budget	Fourth Quarter's Expenditure	Year-To-Date Expenditures	Annual Budget Less Year-To-Date Expenditures	Projected Expenditures for Balance of Fiscal Year	Projected Surplus/Deficit
Communications						
Pagers						
Cellular telephones, batteries						
Radios						
Office telephones/system						
Fax machines						
Maintenance agreements						
Other						
Subtotal						
Office Supplies, furniture and equipment						
Supplies						
Postage						
Diapers, food, clothing, toys						
Copy machine (rent or purchase)						
Copier supplies and maintenance						
Cameras, film, and batteries						
Furniture						
Other						
Subtotal						
Computers						
File server						
Personal computers						
Software/licenses						
Printers						
Maintenance						
Line charges						
Programming						
Other						
Subtotal						
TOTAL FOR SHERIFF						

EXHIBIT C

ECONOMIC SELF-SUFFICIENCY SERVICES FOOD STAMPS AND TEMPORARY CASH ASSISTANCE INFORMATION

To:

Date:

In response to your request, pursuant to Section 414.295 (3), F. S., 7 CFR 272.1(c) and 45 CFR 205.50, the following information is being provided from the TANF and/or Food Stamp program file:

Name:

Address:

SSN:

DOB:

**Absent Parent or
Alleged Absent Parent:**

Location of AP/AAP:

Other - Specify:

Recipient is obligated to abide by all federal or state statutes, laws, regulations and policies regarding the use, disclosure and safeguarding of this information.

EXHIBIT D

LINE ITEM REQUEST FOR STATE FISCAL YEAR 200 - 200						
COUNTY: Broward						
Description	Recurring	One time costs	Total	Less lapse for recurring	Adjusted Recurring	Adjusted Total
Personnel Costs						
Salaries and benefits (FTEs)						
Travel						
Child welfare services training						
Other training						
Dues and memberships						
Professional liability/risk management						
Notary/surety bonds						
Recruitment - advertising						
Recruitment - background screening						
Medical services						
Uniforms						
Other						
Subtotal						
Facility Costs						
Building lease/rent						
Utilities						
Security						
Insurance						
Renovations						
Other						
Subtotal						
Motor Vehicles						
Lease						
Purchase						
Insurance						
Maintenance/repairs						
Fuel						
Car seats						
Other						
Subtotal						

EXHIBIT D

LINE ITEM REQUEST FOR STATE FISCAL YEAR 200 - 200						
COUNTY: Broward						
Description	Recurring	One time costs	Total	Less lapse for recurring	Adjusted Recurring	Adjusted Total
Communications						
Pagers						
Cellular telephones, batteries						
Radios						
Office telephones/system						
Fax machines						
Maintenance agreements						
Other						
Subtotal						
Office Supplies, furniture and equipment						
Supplies						
Postage						
Diapers, food, clothing, toys						
Copy machine (rent or purchase)						
Copier supplies and maintenance						
Cameras, film, and batteries						
Furniture						
Other						
Subtotal						
Computers						
File server						
Personal computers						
Software/licenses						
Printers						
Maintenance						
Line charges						
Programming						
Other						
Subtotal						
TOTAL FOR SHERIFF						

Exhibit E

CASH FLOW SCHEDULE													
BROWARD COUNTY SHERIFF GRANT													
FISCAL YEAR 2005 - 2006													
						</							

EXHIBIT F

Procedure for the Triage, Investigation, Documentation and Closure of Foster Care Referrals

The following procedure is to be utilized for the triage, investigation, documentation, and closure of foster care referrals referred to the Grantee by the Florida Abuse Hotline.

- A. All foster care referrals taken by the Florida Abuse Hotline in the Grantee's county will be sent to the Grantee for evaluation and triage,
- B. The Grantee will make a determination whether the foster care referral will be initiated and investigated by the Grantee or if the foster care referral can be evaluated and disposed by the licensing component either operated by the department of children and families or contracted community-based care agency,
- C. If the Grantee retains the foster care referrals then the Grantee will commence and investigate the referral and close the case with the appropriate disposition consistent with policy and procedure,
- D. If the Grantee refers the foster care referral to the licensing component either operated by the department of children and families or contracted community-based care agency, the Grantee will:
 - 1. Contact the licensing component and verbally advise them of the referral,
 - 2. Commence the case using the date and time of the contact to the licensing component,
 - 3. Close the case on the Florida Hotline Information System utilizing the following codes:
 - a) Investigative level: 3 (low)
 - b) Finding: N
 - c) Reason Not Seen: F (Foster care Referral)
 - d) Final Role: S
 - e) Closure S
 - f) Disposition: 61
 - 4. Send the licensing component a copy of the closed foster care referral within 24 hours.

The Grantee agrees to amend its contract and/or working agreement with the Community-Based Care (CBC) provider to clarify the roles and responsibilities of the CBC provider in regard to foster care referrals.

ATTACHMENT II TANGIBLE PROPERTY REQUIREMENTS

1. Definitions.

- a. As used in this section, "property" is limited to:
 - (1) Equipment, furniture, fixtures, motor vehicles, and other personal property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$1,000.00 or more and the expected useful life of which at the time of transfer or purchase is one (1) year or more.
 - (2) All computers with an expected useful life of which at the time of transfer or purchase is one (1) year or more.
- b. As used in this section, "motor vehicles" includes any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.
- c. As used in this section, "subcontractor" is an entity under contract with the Grantee funded from funds contained in this Grant Agreement for services required under this Grant Agreement.

2. Transferred Property From the Grantor.

- a. Before transferring property to the Grantee from the Grantor, all property to be transferred shall be inventoried, and the inventory shall be agreed upon and signed by both parties. The property decal for each property item shall be removed by the Grantor prior to transfer. The Grantor shall be responsible for adjusting the Grantor's property records to reflect this transfer and change of ownership. If this Grant Agreement is preceded immediately by a Sheriff's start-up Grant Agreement, the closeout inventory that was completed no later than 30 days before the completion or termination of the Sheriff's start-up Grant Agreement shall be used as the beginning inventory for this services Grant Agreement. The Grantee hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by certificate of title.
- b. The agreed upon inventory shall include, at a minimum, the property decal number, a description of the property, model number, serial number, date of acquisition, original acquisition cost, and location.
- c. Annually thereafter, the Grantee shall submit to the Grantor a complete inventory of all property transferred to the Grantee from the Grantor. This

includes the closeout inventory that was completed no later than 30 days before the completion or termination of the Sheriff's start-up Grant Agreement. The inventory shall include all data elements described in 2.b. above, and clearly reflect any replacement or disposition of the property.

- d. Regardless of the method of payment in this Grant Agreement, annually the Grantee shall submit to the Grantor a complete inventory of all property transferred to the provider from the Grantor.
- e. If the original acquisition cost of a property item is not available at the time of transfer, an estimated value shall be agreed upon by both parties and that value shall be used in place of the original acquisition cost.

3. Property Items Purchased by Grantee.

- a. If any property is purchased by the Grantee with funds provided by this Grant Agreement, the Grantee shall inventory all such property, and on an annual basis, the Grantee shall submit a complete inventory of all such property to the Grantor.
- b. The inventory shall include, at a minimum, a description of the property, its use and condition, serial number, funding source, information needed to calculate the federal and/or state share of its cost, acquisition date, original acquisition cost, current location, and clearly reflect any replacement or disposition of the property.
- c. The Grantee's contract with a subcontractor funded from funds contained in this Grant Agreement shall not permit the purchase of any motor vehicles. However, the Grantee may purchase a motor vehicle and subsequently enter into a lease agreement with the subcontractor for the use of the motor vehicle. Under the lease agreement, the Grantee will hold the subcontractor responsible for all repairs, maintenance and insurance for said property. The Grantee shall ensure that any property purchased by the subcontractor with funds from this Grant Agreement must be maintained by the subcontractor and returned to the Grantee upon termination of the subcontract. This property will be included on the Grantee's inventory.

4. Disposition.

- a. If the Grantee replaces or disposes of property transferred to or purchased by the Grantee pursuant to this Grant Agreement, the Grantee is required to provide accurate and complete information pertaining to replacement or disposition of the property on the Grantee's annual inventory as required by paragraphs 2.b. and 3.b.

- b. If the subcontractor replaces or disposes of property transferred to or purchased by the subcontractor pursuant to that contract with the Grantee, the subcontractor is required to provide accurate and complete information pertaining to replacement or disposition of the property on the subcontractor's annual inventory as required by paragraph 3.b.

5. Termination.

- a. The Grantee shall furnish a closeout inventory no later than 30 days before the completion or termination of this Grant Agreement. The closeout inventory shall include all property transferred to or purchased by the Grantee with funds from this Grant Agreement including any property leased by the Grantee to any subcontractor and all property purchased by any subcontractor with funds from the Grantee.
- b. The closeout inventory shall contain, at a minimum, the same annual inventory information required by paragraphs 2.b. and 3.b.
- c. Title (ownership) to and possession of all property transferred to or purchased by the Grantee pursuant to this Grant Agreement shall be vested in the Grantor upon completion or termination of this Grant Agreement. The Grantor hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidence by certificate of title.
- d. The Grantee shall be responsible for repaying to the Grantor the replacement cost of any property inventoried and not returned to the Grantor upon completion or termination of this Grant Agreement.

6. General.

- a. All inventories required by these sections shall be updated and accurate to the date of inventory certification.
- b. During the term of this Grant Agreement, the Grantee is responsible for insuring all motor vehicles transferred to or purchased by the Grantee pursuant to this Grant Agreement and for reasonable maintaining of motor vehicles so that they remain in good working order.
- c. To the extent authorized by law, the Grantee hereby agrees to indemnify the Grantor against any claim or loss arising out of Grantee's operation of any motor vehicle transferred to or purchased by the Grantee pursuant to this Grant Agreement. Nothing in this section shall be deemed or construed to limit or waive Grantee's entitlements to the protections of sovereign immunity as set forth in section 768.28, F.S.

ATTACHMENT III

Information System Requirements

1. Compatibility and Access

- A. The Grantor presently maintains information in the HomeSafenet Information System (formerly known as SACWIS, Statewide Automated Child Welfare Information System) and the Interim Child Welfare Services Information System. The Grantee must enter data into and retrieve data from these applicable systems. The Grantee shall have limited access to the Florida Abuse Hotline Information System (FAHIS). In accordance with Florida Statutes, Florida Administrative Code and Departmental standards and procedures, the Grantee shall be required to exercise due diligence to ensure and maintain the accuracy, timeliness, and appropriate levels of security of information entered into, or retrieved from, these systems. It is expressly understood that the Grantee's violation of Chapter 119, F.S. or any associated Florida Administrative Code and departmental standards and procedures, may constitute sufficient grounds for a determination that the contract has been breached.
- B. Data or output from Grantee systems furnished in electronic format to the Grantor must be provided in a format compatible with current Grantor standards which are set out in CFOP 50-7, Policy on Enhanced Workstations and Statewide Office Automation Standards and any new or revised standards which may be established by the Grantor or required to comply with the federal Health Insurance Portability and Accountability Act (HIPAA). With the exception of normal daily input into individual case files into HS_n, the Grantee is not permitted to electronically upload any data into SACWIS/HS_n or ICWSIS.
- C. The Grantee's operating systems and software must comply with current Grantor information systems standards in accordance with CFOP 50-7, Policy on Enhanced Workstations and Statewide Office Automation Standards.

2. Security

- A. The Grantee shall comply with all applicable laws and procedures pertaining to security and confidentiality.

- B. In the event that the Grantee is allowed to electronically connect to any of the Grantor's facilities, the Grantor may suspend or revoke that connection at any time if the Grantor has reason to believe that the security of the Grantor's systems may be compromised by a continuation of that connection.

3. Liability for System Failure

The Grantor shall not be liable to the Grantee for a failure of any of the Grantor's systems or for the degradation or disruption of any connection or system. Grantee loss or diminution of access to the Grantor's systems for any reason shall not excuse the Grantee from its obligations under this contract. The length of time of a Grantor system failure will be calculated in working days. The Grantee shall be held accountable for late data input due to a Grantor systems failure of less than one working day. Grantor systems failure of more than one working day shall be calculated as follows: For each additional working day of Grantor systems failure the Grantee shall have two working days for data input before they are held accountable for late data input.

4. HomeSafenet Requirements

- A. HomeSafenet Information System (HomeSafenet) is the Grantor's system of record for all casework. The Grantee specifically agrees that HomeSafenet will always contain the most current and the most accurate information regardless of any other systems employed.

The Grantee specifically agrees to collect, enter and maintain all data necessary to meet HomeSafenet requirements in accordance with HomeSafenet policies and procedures including timeliness criteria.

- B. Joint Application Development (JAD) Sessions and Testing. The Grantee shall participate in JAD sessions and acceptance testing during the development of HomeSafenet. The Grantee shall be responsible for any travel costs associated with attendance at these sessions.
- C. Application Training. The Grantee shall participate in application training for use of the system, as required during the deployment of future HomeSafenet functionality. The Grantee shall be responsible for any travel costs associated with attendance at these training sessions.

- D. **Site Survey.** The Grantee agrees to allow the Grantor to conduct a site survey to determine needs related to the implementation of HomeSafenet at the Grantee's site(s). The Grantor will determine the resources needed to equip the Grantee's staff and in evaluating site security requirements.

5. Information Technology Support

The purpose of this section is to define the areas of Information Technology (IT) support and responsibility between the Grantee and the Grantor's District Management Information Systems. Certain conditions based on physical location of the Grantee staff, Grantor staff, ownership of the building leases and ownership of the facility LAN and WAN connections will impact the specific IT support for the Grantee.

- With respect to IT support for Grantee staff located in a Grantor facility, where the Local Area Network and Wide Area Network connections are controlled by the Grantor, the following will be supported:
 1. Grantor staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the Grantor to pay for these repairs or replacements.
 2. Any new data wiring required by the Grantee for connectivity must be approved by the Grantor, through the Information Resource Request Process, and shall be paid by the Grantee.
 3. The Grantor will install and configure appropriate device access to any required state application(s). The Grantor will coordinate with the Grantee MIS staff to resolve WAN access to any required state application(s).
 4. The Grantor will provide PC Software and Security access assistance to the Grantee staff only for state-owned applications. Example: Novell, FAHIS, HSN and Adoption Exchange.
 5. The Grantee will provide PC Software and Security access assistance to the Grantee staff for non state-owned applications.
 6. The Grantor's Office of Information Systems Customer Assistance Center in Tallahassee will be the Tier One or initial contact for support on Grantee computer issues. The

Grantor's District MIS office will be Tier 2 support. All IT support will be documented by means of a generated work order by the Grantor.

7. Any Installation of any type of Network Server on a Grantor LAN must be approved by the Grantor's District Information Systems Director.
- With respect to IT support for Grantee staff located in a Grantee facility where the Local Area Network and Wide Area Network connections are controlled by the Grantee, the following will be supported:
 1. The Grantor will coordinate with the Grantee MIS staff in the installation, configuration and security access to any state owned application(s). The Grantor will install and configure appropriate device access to any required state application(s). The Grantor will coordinate with the Grantee MIS staff to resolve WAN access to any required state application(s).
 2. Grantee staff may optionally call the Customer Assistance Center in Tallahassee for first line of support, or they can call their own Grantee network helpdesk support first.
 3. Grantee staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the Grantee to pay for these repairs or replacements.
 4. Any new data wiring required by the Grantee for connectivity must be approved by the Grantor, through the Information Resource Request Process, and shall be paid by the Grantee.
 5. The Grantee will provide PC Software and Security access assistance to the Grantee staff for only Grantee-owned applications.

Attachment IV

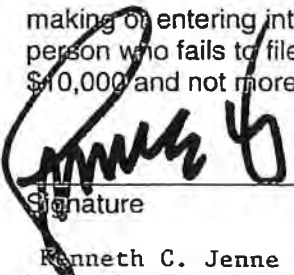
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature


Date

Kenneth C. Jenne II

JJZ02

Name of Authorized Individual

Grant Number

Broward Sheriff's Office
2601 West Broward Blvd, Fort Lauderdale, FL 33311

Name and Address of Organization

