



SECTION 1 – INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

DEFINITIONS

- **Addendum:** means a document that is added to a Solicitation issued to modify, clarify, or add specific terms and conditions.
- **Applicable Law:** means all applicable federal, state, and local statutes, ordinances, and regulations, all-controlling legal precedent from governing jurisdictions, and all decisions of authorities having jurisdiction over the subject matter of this Agreement.
- **Assignees:** means any of the Clerk's permitted assignees in accordance with these General Terms.
- **Awarded Bidder:** means the person or entity contracting with the Clerk to sell Goods and Services.
- **Awarded Bidder's Authorized Person:** means that person authorized to receive communications and execute documents for the Awarded Bidder identified in the Bid responses submitted, as that person may be changed by written notice given by the Awarded Bidder to the Clerk.
- **Bid:** means any offer submitted in response to a Solicitation. By submitting a Bid, the Bidder acknowledges acceptance of the Instructions to Bidders and General Terms and Conditions, and the binding contractual commitment detailed in the Solicitation if awarded the Contract. The terms Bid, quote, offer, and submittal are utilized interchangeably.
- **Bidder:** means the person or entity responding to a Solicitation.
- **Business Day:** means workdays, the days of the week from Monday to Friday.
- **Clerk, CL, and COCC:** mean the Clerk of the Court and Comptroller of Miami-Dade County, a County Constitutional Office in the State of Florida.
- **Clerk's Contract Manager:** means the Director of the Clerk of the Board and Procurement Department or designee; authorized to receive communications and execute Contract documents on behalf of the Clerk.
- **Clerk's Project Manager:** means the person identified by the Clerk's Contract Manager or designee to receive notices and manage the Services on behalf of the Clerk.
- **Contract:** means the legally binding agreement between the Clerk and the Awarded Bidder, which consists of the Clerk's Solicitation and the Awarded Bidder's responses to the Solicitation. The Contract includes all documents, exhibits, and addenda to the Solicitation, as well as any modifications made after the award.
- **Contract Modification:** means a written document in the form provided by the Clerk that is executed by the Clerk's Contract Manager or designee and the Awarded Bidder's Authorized Person, evidencing a change to the Contract. A Contract Modification may amend or



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supplement terms, pricing, scope of work, technical specifications, or any other aspect of the Contract.

- **County:** means Miami-Dade County, a political subdivision of the State of Florida.
- **Days:** means calendar days.
- **Force Majeure:** means an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, fires, epidemics and/or pandemics, and strikes, lockouts or adverse governmental conditions affecting the Goods and Services, except in any such instance to the extent caused by the Awarded Bidder or Subcontractors or restricted to the employees of the Awarded Bidder or Subcontractors.
- **Goods, Services, and Work:** mean all matters and things that will be required to be done by the Awarded Bidder in accordance with the scope of work, technical specifications, and the terms and conditions of this Solicitation.
- **INFORMS:** means Integrated Financial Resources Management System; the technology utilized to track budget, procurement (including soliciting and receiving bids), as well as human resources and financial operations of the Clerk.
- **Instructions to Bidders and General Terms and Conditions:** mean this document; Section 1.
- **Invitation to Quote and ITQ:** means a competitive procurement process requesting price quotations from a Vendor Bench.
- **Purchase Order and PO:** mean the order form issued once the Solicitation is awarded for the purchase of Goods and Services.
- **Registered Supplier:** means a legal entity or individual that has completed and continues to comply with the requirements of the Miami-Dade County Business Entity Registration Application process via the County's online [INFORMS Supplier Portal](#) and has satisfied all requirements to enter into business agreements with the Clerk.
- **Responsible Bidder:** means a Bidder that has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- **Responsive Bidder:** means a Bidder that has submitted a Bid or reply that conforms in all material respects to the Solicitation.
- **Solicitation:** means the competitive invitation issued by the Clerk to compete for a contract.
- **Subcontractor and Subconsultant:** mean any person, entity, firm, or corporation, other than the employees of the Awarded Bidder, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Awarded Bidder and whether in privity of Contract with the Awarded Bidder.



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- **Vendor Bench and VB:** mean a group of prequalified vendors determined by the Clerk to meet the qualifications and standards of business competence for a specific commodity.
- **Work Product:** means all ideas, inventions, discoveries, methods, designs, and other intellectual property conceived, created, developed, produced, compiled, or generated by the Awarded Bidder in performing the Services or furnishing the Goods, including any modification or enhancement thereof.



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INSTRUCTIONS TO BIDDERS

1. CONTENTS OF SOLICITATION AND BIDDERS' RESPONSIBILITIES

The Bidder is responsible for becoming thoroughly familiar with the requirements and terms and conditions of the Solicitation. Pleas of ignorance by the Bidder of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the Clerk, or the compensation to be paid to the Bidder. All inquiries on the Scope of Work / Technical Specifications, minimum requirements, Forms, attachments, Special Terms, Instructions to Bidders and General Terms and Conditions, Solicitation's INFORMS Event page instructions, or any issue must be directed in writing, via the Solicitation's INFORMS Event page located on <https://supplier.miamidade.gov>.

The Solicitation is subject to all legal requirements contained in the Solicitation, as well as all applicable State Statutes and Federal Regulations. Where a conflict exists between this Solicitation and legal requirements, the law will prevail.

2. ETHICAL CONDUCT

Clerk's Cone of Silence: When a Cone of Silence is imposed by the Clerk, Bidders are prohibited from contacting Clerk employees other than the procurement officer(s) listed in the Solicitation. Any communication by the Bidder (including its designees, principals, staff, representatives, and lobbyists) between the Event Start Date/Time and award recommendation must be reduced to writing and transmitted to the procurement officer(s) for inclusion within the procurement file.

3. INFORMS SUPPLIER REGISTRATION PROCESS

It is the policy of the Clerk to encourage full and open competition among all available qualified Bidders. To be eligible for an award, Bidders must become Registered Suppliers through the INFORMS Supplier Portal, which is free of any charge.

To complete the registration, Bidders must have the following documents: Miami-Dade County Local Tax Receipt (for Bidders with a physical location within Miami-Dade County), Certificate of Incorporation (if applicable), and the Bidders Federal Employer Identification Number (FEIN) must be provided via submission of Form W- 9 and 147c Letter as required by the Internal Revenue Service (IRS).

If no FEIN exists, the Social Security Number of the Bidder must be provided as the legal entity identifier. To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the Clerk requests the Social Security Number for the following purposes:

- Identification of individual account records.
- Payments to the Awarded Bidder for the Goods and Services provided to the Clerk.



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- Tax reporting purposes.
- Provision of a unique identifier in the INFORMS Supplier Portal used for searching and sorting Contract records.

For assistance with the INFORMS online supplier registration, please contact the Vendor Outreach & Support Services (VOSS) Section at: <https://supplier.miamidade.gov>, (305) 375-5773 or at ISD-VSS@MIAMIDADE.GOV. **In the event that the Bidder's supplier registration is not approved, the Clerk may, in its sole discretion, award to the next lowest Responsive, Responsible Bidder.**

4. REQUIRED BIDDER QUESTIONS

Bidders are required to answer all questions listed on the Solicitation's INFORMS Event page. To submit a Bid successfully, Bidders must answer all questions on the Solicitation's INFORMS Event page with a red star ★. Bidders must also upload the requested attachment(s) where indicated.

5. QUALIFICATION REQUIREMENTS

The Solicitation may require Bidders to answer and submit documentation showing that the Bidder meets specific minimum requirements to perform the Service requirements of the resulting Contract, such as compliance with government or industry permit and licensing requirements, proof that the Bidder is regularly engaged in the requested Services or has access to the necessary resources.

6. QUESTION AND ANSWER PERIOD

For questions related to the Solicitation, Bidders must use the Ask Question Button under the Solicitation's INFORMS Event page Q/A area before the Q&A End Date / Time shown. The Clerk may respond to questions through an Addendum.

Clerk responses to questions and any material changes to the Solicitation will be communicated exclusively through an Addendum.

7. ADDENDUMS TO SOLICITATION

The Clerk may issue an Addendum to modify the Solicitation prior to Bid opening (Event End Date / Time), which may provide changes, additions, or clarification of the terms, provisions, or requirements of the Solicitation. Bidders should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation or in any Addendum issued.

8. HOW TO SUBMIT A BID

Bids are to be submitted electronically through the Solicitation's INFORMS Event page. Bids will be accepted until the stated Event End Date / Time indicated for the Solicitation. Bidders seeking to participate in the Solicitation are responsible for ensuring that their Bid



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is properly submitted before the Event End Date / Time. There is no cost to Bidders to submit a Bid.

Bidders are advised, that if the Solicitation requires that Bidders upload documents as attachments to their Bids, attachments with embedded documents and proprietary file extensions are prohibited. All documents should be attached as separate files.

Bidders must allow sufficient time to complete all online forms and upload or send all Bid requirements. All information and documents must be fully entered, uploaded, acknowledged ("Confirm"), and recorded in INFORMS before the Event End Date / Time, or INFORMS will stop the process, and the submission will be considered late and will not be accepted. **Unless otherwise specified, no part of a Bid can be submitted via hardcopy, email, or fax.**

Bidders are encouraged to access the pdf document Submit a Bid Job Aid through the link below to assist with the submission of Bids.

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

8.1 Submitting Bid Pricing

Bidders must submit pricing under the Solicitation's INFORMS Event page's "Line" area unless otherwise specified in the Solicitation.

Bidder's pricing must be firm and include the Bidder's overhead, insurance, packaging, storage and shipping, wages, all ancillary elements of cost, and other costs and expenses incurred by the Bidder in the delivery of the Goods and Services, including administrative and travel expenses, taxes, customs, and tariffs.

The Clerk will provide proof of its tax-exempt status, as may reasonably be requested by Bidders.

8.2 Change or Withdrawal of Bids

Changes to a Bid: Prior to the Solicitation's Event End Date / Time, Bidders may change their Bid by submitting a new Bid via the Solicitation's INFORMS Event page. No changes to a Bid will be accepted after the Solicitation's Event End Date / Time.

Withdrawal of a Bid: A Bid will be irrevocable unless the Bid is withdrawn as provided herein. A Bidder may withdraw a Bid within the time period provided in the Solicitation, or, if no time period is specified in the Solicitation, one hundred eighty (180) Days after the Solicitation's Event End Date / Time and prior to an award, by submitting a letter to the procurement officer identified in the Solicitation. The withdrawal letter must be on the Bidder's company letterhead and signed by an authorized agent of the Bidder. The Clerk is authorized to accept a Bid at any time prior to its formal withdrawal in accordance with this Section.



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8.3 Submitting an Alternate “Equal” Product

Where expressly authorized by a Solicitation, Bidders may submit an alternate “equal” product as an alternative to substitute for the specified brand listed in the Solicitation.

Where equal products are allowed, a manufacturer’s brand name or style number listed in the Solicitation does not imply that the particular brand name or style number is the sole brand or style that The Clerk will consider. The reference to any manufacturer’s brand or style is intended to demonstrate the acceptable style, color, type, or quality of the product.

Bidders who seek to Bid with an alternate “equal” product must use the Equal Brand Name and Style area(s) next to each Solicitation event Line Item to submit the alternate “equal” product’s pricing.

Attaching Supporting Documentation: Bidders must also attach supporting documentation to their Bid that indicates the manufacturer’s name and style number for any alternate “equal” product for the Clerk’s review and approval. The Clerk or authorized designee reserves the right to request and review additional information and product samples to make a determination of whether the product is equal. The determination as to whether an alternate product is or is not equal will be made solely by the Clerk, and such determination will be final and binding upon all Bidders. The Clerk reserves the right not to accept any “equal” product submitted by Bidders for any permitting line item listed in the Solicitation.

Bidder’s Proprietary and Confidential Information

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida’s Government in the Sunshine Laws and Public Records Laws as stated in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Bid will be available for public inspection after the opening of Bids and may be considered by the Clerk in public.

By submitting a Bid pursuant to this Solicitation, you agree that all such materials may be public records. The Bidder shall not submit any information in response to this Solicitation that the Bidder considers to be a trade secret, proprietary, or confidential. If the Bid contains a claim that all or a portion of the Bid submitted contains a trade secret, proprietary, or confidential, the Bidder, by submitting its Bid knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, has trade secrets or has proprietary or confidential information and authorizes the Clerk to release such information to the public for any reason.

9. SAMPLES

The Clerk may request Bidders to produce and deliver samples of the items at no cost to the Clerk. For the Awarded Bidder, the approved samples will serve as a binding reference, ensuring that all products delivered throughout the Contract term match the quality and specifications of the submitted samples.



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Sample Submission Process: Upon written notification from the Clerk, Bidders must submit required samples within ten (10) Days from the request. The delivery package should clearly display the Bidder's name, the Solicitation's title and number, and, where applicable, the product's manufacturer, brand name, and style number. The Clerk will inform Bidders if samples are available for return, in which case Bidders must provide a prepaid return label. The Clerk reserves the right to dispose of unclaimed samples at its discretion.

The Bidder's failure to submit requested samples within the specified timeframe may result in the Clerk not considering their Bid.

10. FORMS AND ADDENDUM ACKNOWLEDGEMENTS

Bidders must electronically complete all forms and acknowledge all Addendum listed under the Solicitation's INFORMS Event page "Forms and Addendum" area.

The Bid Submittal Form must be fully completed and provided with the Bid. Failure to comply with this requirement may result in the Bid being rejected.

An authorized representative of the Bidder must sign the Bid Submittal Form and submit it electronically. **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER THE BID NON-RESPONSIVE.**

It is the Bidder's responsibility to ensure receipt of all Addenda and any accompanying Solicitation documentation.

All Addenda must be acknowledged by the Bidder to successfully submit a Bid. It is the Bidder's responsibility to monitor the Solicitation's INFORMS Event page for any Addendums posted after submitting an early Bid before the Solicitation's Event End Date / Time. Refer to the Solicitation's Event page "Mandatory Online Forms and Addendum Acknowledgement" area for details regarding the required forms and Addenda.

Unsolicited Terms and Conditions: A Bidder may be considered non-responsive if its Bid is conditioned.

11. BIDS REQUESTED VIA EMAIL

When the Clerk solicits Bids or quotes directly via email and not through INFORMS, the Bidding instructions and terms in the emailed Solicitation will supersede this Section 1 – Bidding instructions and General Terms document, where stated.

12. CONDITIONS OF AWARD

- a. The Solicitation's method of award is listed in the Solicitation.
- b. The Contract may be awarded to a Responsive and Responsible Bidder meeting all requirements as set forth in the Solicitation. The Clerk reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all



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or any part of the Solicitation, as deemed in its best interest. The Clerk will be the sole judge of its best interest.

- c. An award will only be made to Bidders that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with the Clerk.
- d. The award may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation. In the event the recommended Bidder fails to comply with any of the mandatory conditions of the award, the Clerk reserves the right to award the Contract to the next lowest, Responsive, and Responsible Bidder.
- e. The Clerk further reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Clerk deems necessary.
- f. The Clerk will review the Bidder's performance as an award bidder, contractor, or subcontractor on previous Clerk, County, or other County Constitutional Office contracts when evaluating its Bid.
- g. The Clerk reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Clerk's best interest to do so.
- h. When there are multiple line items in a Solicitation, the Clerk reserves the right to award on an individual item basis, any combination of items, total low Bid, or in whichever manner deemed in the best interest of the Clerk.
- i. The Clerk reserves the right to negotiate prices with the low bidder, provided that the Scope of Work/Technical Specifications of the Solicitation remains the same.
- j. The Clerk or designee will decide all tie Bids, by a coin flip or another random selection method.
- The Clerk reserves the right to request from any Bidder the disclosure of any lawsuits, which include allegations of discrimination in the ten (10) years prior to the release date of the Solicitation, the disposition of such lawsuits, or a statement that there are NO such lawsuits.
- k. The Clerk will not request documentation of, or consider, the social, ideological, or political interests of a Bidder when determining if a Bidder is a Responsible Bidder, nor will the Clerk give preference to a Bidder based on the Bidder's social, ideological, or political interests.
- l. To obtain a copy of the final Bid tabulation, upon notice of an award recommendation, Bidders may request Bid tabulations or other award information by contacting the procurement officer listed in the Solicitation. Information will then be provided electronically.



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13. BID PROTEST

Ordinarily, procurement decisions of the Clerk are final and not subject to a Bid protest. By exception, the Clerk may decide to include a Bid protest process in a Solicitation. In such instances, the Clerk or designee's written decision to resolve the protest will be final.

When a Solicitation includes a Bid protest process, a protestor must adhere to the timeline and procedures below, or its protest will not be considered.

Intent to Protest Period: Within three (3) Business Days of the publication of the Clerk's award recommendation, a protestor shall submit the non-refundable filing fee listed in the Solicitation with the Clerk of the Board accompanied with the protestor's written intent to protest. The intent to protest period begins on the Business Day after the Clerk's recommendation is emailed to all Bidders, published, or both.

The protestor shall also send a copy of its intent to protest to the Clerk of the Board via email at coccbidprotest@miamidadeclerk.gov, and to all participants of the competitive process. The written intent to protest must state with particularity the specific facts and grounds on which it is based.

Bid Protest Period: Within three (3) Business Days from the Clerk of the Board's receipt of the protester's filing fee and written intent to protest, the protester shall then file with the Clerk of the Board all pertinent documents and supporting evidence, the Bid protest packet. The protestor shall mail copies of the Bid protest packet to all participants of the competitive process.

14. SUBMITTING CERTIFICATES OF INSURANCE

The Awarded Bidder shall provide the Clerk with the insurance documents within ten (10) Business Days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of the Solicitation, the Awarded Bidder shall have an additional five (5) Business Days to submit a corrected certificate to the Clerk. Failure of the Awarded Bidder to provide the required insurance documents in the manner and within the timeframes prescribed may result in the Awarded Bidder being deemed non-responsible and the issuance of a new award recommendation. No Work will be authorized or will commence under the Contract until the Awarded Bidder has complied with the foregoing insurance requirements.



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THE GENERAL TERMS AND CONDITIONS

1. CONTRACT FORMATION

1.1 Cancellation of Solicitation and Rejection of Bids

The Clerk reserves the right, at its sole discretion when it is in the best interest of the Clerk, to cancel the Solicitation in whole or in part and reject any or all Bids.

1.2 Order of Precedence

The order of precedence for the Contract documents is as follows: any properly executed Contract Modification, the Solicitation and any Addenda to the Solicitation, Sections 1 – 4 of the Solicitation (Section 1 – Bidding Instructions and General Terms and Conditions, Section 2 – Special Terms, Section 3 – Scope of Work / Technical Specifications, and Section 4 – Price Schedule), the Purchase Order, work order, and any change order(s).

The terms are fixed and non-negotiable, and the Awarded Bidder shall be required to comply fully with the terms as a condition of the award.

1.3 Final Prices

After an award is made, a price schedule composed of Awarded Bidder pricing will become part of the resulting Contract.

2. NON-EXCLUSIVITY

The Clerk, in its sole discretion, reserves the right to procure and perform, or cause to be performed, the Goods and Services that are the subject of the Contract, or any portion thereof, in any manner that the Clerk may determine in its discretion, including the award of other contracts, use of other vendors, or performing the work through its own employees or other public servants.

3. CONTRACT ADMINISTRATION

3.1 Contract Extensions

The Clerk may exercise its option to extend the Contract for up to one hundred eighty (180) Days beyond the current contract period and will notify the Awarded Bidder in writing of the extension.

The parties may extend this Contract beyond the one hundred eighty (180) day Contract Extension by mutual agreement.



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3.2 Communications

All written communications from the Clerk's Contract Manager will be directed to the Awarded Bidder's Authorized Person at the addresses and in the method identified in INFORMS.

3.3 Contract Modifications

The Contract may be modified by mutual consent through the issuance of a Contract Modification. The Clerk may request that the Awarded Bidder alter, add, or delete features of the Contract by submitting a written request to the Awarded Bidder. The Awarded Bidder shall not unreasonably refuse any request, shall negotiate in good faith, and shall not require higher rates than those in the Price Schedule for similar goods or services.

The Contract Modification must be in writing, dated, and signed by the Awarded Bidder's Authorized Person or designee, and describe the terms of the Contract being modified with specificity.

The terms and conditions contained in any Awarded Bidder sales order, invoice, website, letter, document, writing, software, or file, such as "shrinkwrap" "clickwrap" or website terms of use, are not applicable to the Contract and cannot amend the Contract. This Contract may only be amended by Contract Modifications provided in this Section.

4. AWARDED BIDDER'S REPRESENTATIONS AND RESPONSIBILITIES

4.1 Accuracy of Information

The information provided by the Awarded Bidder in the INFORMS Supplier Portal and My Bidder Profile is true, complete, and accurate.

4.2 Ongoing Validity

These representations are true as of the time of execution of the Contract and throughout its term. The Awarded Bidder shall inform the Clerk immediately in the event of any change in these representations. The Awarded Bidder shall be responsible for maintaining its information up to date in the INFORMS system.

4.3 Bidding Assumptions

The Awarded Bidder understands and agrees that any assumptions, parameters, estimates, projections, and explanations, including but not limited to estimated quantities used for bidding purposes, were provided to the Awarded Bidder for evaluation purposes only, do not represent representations or guarantees of actual utilization under the Contract, and will not form the basis of any claim by the Awarded Bidder.

4.4 Authorizations

The Awarded Bidder is authorized to deliver the Goods and perform the Services provided for in the Contract.



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4.5 Awarded Bidder's Legal Compliance

The Awarded Bidder is in full compliance with the provisions of Applicable Law.

4.6 Licenses, Permits, Fees, and Compliance Requirements

The Awarded Bidder shall hold all licenses, qualifications, and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Goods and Services to be performed under the Contract. The Awarded Bidder shall bear all damages, penalties, and fines imposed on the Clerk or the Awarded Bidder for the Awarded Bidder's failure to meet applicable codes or to obtain and maintain required licenses, qualifications, certifications, or permits, or to perform and pass all necessary inspections.

4.7 Convicted Vendor's List

The Awarded Bidder shall not be on the Convicted Vendor's List provided under Section 287.133(2)(a) of the Florida Statutes.

4.8 Site Examination

For Services provided at the Clerk's facilities or facilities of the end-users for whom the Clerk is contracting the Services, the Awarded Bidder shall examine the worksite to acquaint itself with the site and relevant conditions, including Applicable Laws, regulations, codes, permits, licenses, registrations, environmental standards and notification requirements relating to access, safety, and security.

4.9 Employees of the Awarded Bidder

The Awarded Bidder's employees will always employees of the Awarded Bidder under the Awarded Bidder's sole direction and not employees or agents of the Clerk. The Awarded Bidder shall provide competent employees. The Clerk may require the Awarded Bidder to remove any employee of the Awarded Bidder or any of the Awarded Bidder's Subcontractors whom the Clerk determines to be careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment is not in the best interest of the Clerk. The Awarded Bidder agrees that such removal of any of its employees does not require the termination or demotion of any employee of the Awarded Bidder.

The Awarded Bidder shall cause each employee, Subcontractor, and Subcontractor's employee to wear appropriate identification when working on public premises and secured facilities.

4.10 Staffing Requirements

The Awarded Bidder agrees that it will employ, maintain, and assign to the performance of all Services required by the Clerk a sufficient number of qualified professionals and other personnel to meet the requirements of the Contract. The Awarded Bidder agrees to adjust its personnel staffing levels upon reasonable request from the Clerk.



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4.11 Subcontractor Responsibility

The Awarded Bidder shall be solely responsible for the proper selection, supervision, acts, and omissions of its Subcontractors. The Awarded Bidder shall remain liable for all acts, omissions, and negligence of any Subcontractor, and the provisions of this Contract will apply to the Subcontractor in the same manner as they apply to the Awarded Bidder. The Clerk has the right, in its discretion, to direct the Awarded Bidder to remove from the work site any employee of a Subcontractor who is not performing the Work in a professional and otherwise suitable manner or who is offensive to the Clerk's personnel, or the public served by the Clerk.

4.12 E-Verify

The Awarded Bidder affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Awarded Bidder; (b) it has required all Subcontractors to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to the Services under this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) the Awarded Bidder shall maintain copies of such affidavits for the duration of the Contract. In addition to other terminations for default provided for in this Contract, a breach of this provision may result in termination pursuant to Section 448.095(5)(c) of the Florida Statutes.

4.13 Human Trafficking Provision

By entering into this Contract, the Awarded Bidder is obligated to comply with the provisions of [Section 787.06, Florida Statutes](#) ("F.S."), "Human Trafficking," as amended. This compliance includes the Awarded Bidder providing an affidavit that it does not use coercion for labor or services. This attestation by the Awarded Bidder shall be in the form attached to this Contract as the Human Trafficking Affidavit and must be executed by the Awarded Bidder and provided to the Clerk when entering, amending, or renewing this Contract. For this Contract to become effective, the Awarded Bidder must execute and provide such attestation.

5. QUALITY OF THE GOODS AND SERVICES; WARRANTIES; TECHNOLOGY WARRANTIES

5.1 Performance Standards

The Awarded Bidder shall furnish all competent personnel, labor, goods, materials, and equipment necessary for satisfactory performance of the Contract. The Awarded Bidder represents and warrants that it shall perform the Services in a professional and workmanlike manner, and that the Goods furnished under the Contract are: (a) new and of merchantable quality; (b) fit for and capable for the intended use; (c) be of high quality and free from any



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defect or non-conformity in design, workmanship or materials; (d) in strict conformance with the design standards, specifications, drawings, samples or other descriptions or instructions set forth in the Contract, generally accepted professional, engineering, manufacturing, and technology standards as applicable, and all provisions of Applicable Law.

5.2 Correction of Deficiencies

If the Awarded Bidder fails to repair or replace any defective or rejected item(s), fails to deliver any items within the delivery time periods specified, or fails to perform the Goods and Services as specified in the Contract, the Clerk, at its discretion, may deem the Awarded Bidder in default of the Contract. In the event the Clerk deems the Awarded Bidder in default under this Section, the Clerk has the right to procure the Goods and Services through other means and charge the defaulted Awarded Bidder for any additional costs that the Clerk incurs, either through a credit memorandum or through invoicing.

5.3 Intellectual Property Rights

The Awarded Bidder represents and warrants that the Goods, Services, and Work furnished under the Contract do not infringe, violate, or misappropriate any intellectual property right of third parties or violate any Applicable Laws.

5.4 Manufacturer Warranties

The Awarded Bidder shall pass through to the Clerk all assignable manufacturer's warranties applicable to the Goods and Services delivered under the Contract. If a third-party warranty is not assignable, upon the Clerk's request, the Awarded Bidder shall enforce its warranty against such third-party at the Awarded Bidder's sole expense.

5.5 Software Representations and Warranties

The Awarded Bidder represents and warrants that the Goods and Services, including any software, related documentation, and updates, whether initially installed or cloud-based, have been scanned for and found free from viruses or other malicious codes. The Awarded Bidder further represents and warrants that the Goods and Services do not contain any invasive element, such as a program, routine, or undisclosed feature or door that is designed to delete, disable, or interfere with the Goods or Services or any of the functions or operations of the Clerk. The Awarded Bidder shall notify the Clerk immediately if any invasive element is discovered or reasonably believed to be present, and at the Awarded Bidder's sole expense, delete the invasive elements and carry out the recovery necessary to remedy its impact, without prejudice to the Clerk's rights upon default of the Contract.

5.6 Warranty Violation Remedies

For violation of the warranties, the Clerk's remedies will include, but not be limited to, the Awarded Bidder's corrections of any non-conformity of the warranty at its expense, and at the sole discretion of the Clerk, the Awarded Bidder shall promptly repair and replace the



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nonconformity; furnish to the Clerk and all of its end users any materials, parts, and instructions necessary to correct the nonconformity; including reimbursement for the Clerk's costs and/or at the Clerk's sole option reimburse the Clerk with an agreed portion of the purchase price. The Clerk will also be entitled to recover all costs and expenses from the Awarded Bidder incurred by the Clerk, including additional costs of the Clerk's contractors or personnel engaged in remedying non-conforming Goods and repairing or replacing them in its end-user location.

5.7 Warranty Assignment

The Awarded Bidder recognizes that in the performance of the Goods and Services, the Clerk may assign the warranties provided in this Section to third-parties, including the end users of the Clerk's services, and those Assignees will be entitled to enforce those warranties.

5.8 Safety Recalls

The Awarded Bidder shall immediately inform the Clerk if the Awarded Bidder receives any safety recall or notification of a required upgrade or fix in connection with any of the Goods or Services.

6. INSPECTION AND ACCEPTANCE RIGHTS OF GOODS AND SERVICES

6.1 Inspection Rights

The Clerk reserves the right, upon written notice to the Awarded Bidder, to inspect and test the Goods to be delivered in advance of its delivery. If inspections or tests are conducted at the Awarded Bidder's facilities, the Awarded Bidder agrees to provide a suitable time and location for such inspection and tests, which will not unduly interfere with the Awarded Bidder's business operations.

The Clerk's exercise of any inspection rights or the approval of the samples submitted by the Awarded Bidder does not constitute a waiver of any of the Awarded Bidder's warranties.

6.2 Acceptance of Goods upon Delivery

The Awarded Bidder shall provide Goods in full compliance with the specifications and requirements as written in the Contract throughout the Contract term.

All Goods furnished and delivered by the Awarded Bidder are subject to inspection and acceptance by the Clerk. Notwithstanding the conduct of an earlier inspection, the Clerk has the authority to inspect and test the Goods at the Clerk's facilities or that of its end users. If the Clerk rejects the Goods as non-conforming, either prior to acceptance or upon initial inspection, at the Clerk's option, the Awarded Bidder shall either provide a direct replacement of the rejected Good within ten (10) Business Days of rejection at the Awarded Bidder's sole cost or, provide full credit for the returned Good.



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If the Awarded Bidder fails to address the non-conformity as prescribed, the Awarded Bidder shall issue a full credit for the returned Good, as determined by the Clerk.

7. ADDITION OR DELETION OF GOODS AND SERVICES

The Clerk may purchase additional or similar goods and services not outlined in the Contract. Upon request from the Clerk, the Awarded Bidder will provide a quote for the requested additional or similar goods and services. The Clerk has the right to acquire additional or similar goods and services outside the Contract if the quote is unreasonable.

Upon written notice to the Awarded Bidder, any Goods and Services may be deleted when they are no longer required at any time during the Contract term.

8. SHIPPING AND DELIVERY

8.1 Export Regulations

The Awarded Bidder shall comply with all applicable export control, customs, and trade regulations in connection with all Goods or Services to be furnished under the Contract.

The Awarded Bidder shall deliver the Goods and Services under this Contract free from any liens, encumbrances, or claims.

8.2 Purchase Order Delivery Specifications

Goods must be quoted and billed Free-On-Board (F.O.B) destination.

The Purchase Order must state the mode, manner, and timing of delivery to the Clerk, its end-users or designees, and the address of the destination. Regardless of the shipping terms used, the risk of loss to the Goods will remain with the Awarded Bidder until the Goods are in the possession, custody, and control of the Clerk, its end users, or designees.

The Awarded Bidder shall ship only the quantities specified in the Purchase Order. Any deviation or delay caused by conditions of loading, shipping, packing, or allowances in the manufacturing process may be accepted by the Clerk only pursuant to a duly executed Contract Modification as provided in these Terms. Any over-shipment will be at the sole risk and expense of the Awarded Bidder.

The Awarded Bidder shall comply with the Clerk's delivery dates at its sole cost. If a delay originates with the Awarded Bidder or the Awarded Bidder's manufacturers, the Awarded Bidder shall be solely responsible for charges for expedited delivery at the Awarded Bidder's sole cost and expense. Goods shipped in advance of the specified delivery dates may, at the Clerk's option, be returned to the Awarded Bidder or warehoused at the Awarded Bidder's sole cost and expense. The Clerk reserves the right to delay a shipment for up to thirty Calendar Days at no additional cost by written notice to the Awarded Bidder in advance of shipment.



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8.3 Pick-up Authorization

If the Clerk deems it necessary to collect Goods directly from the Awarded Bidder, the Clerk will provide written notification listing the authorized personnel permitted to retrieve the Goods on the Clerk's behalf. Should the Awarded Bidder have any concerns or uncertainties regarding the pickup of the Goods, the Awarded Bidder must contact the Clerk's Project Manager for verification of the authorization.

9. INTELLECTUAL PROPERTY

9.1 Compliance with the U.S. Copyright Law

The Work performed under this Contract will be considered Work done for hire by the Awarded Bidder for the Clerk, in accordance with the applicable provisions of the U.S. Copyright Act, Title 17 of the United States Code, and other applicable federal copyright laws.

9.2 Ownership of Work

The Clerk owns all rights, titles, and interests in all Work products, including all related copyright, patent, and other intellectual property rights. The rights conferred herein are for all Work products, regardless of form, including tangible and intangible, digital, computer programs, software in source and object forms, firmware, and related operating instructions and documentation, images, trademark, service marks, manuals, plans, graphic design models, drawings, diagrams, research, data, figures, and recordings in any form or medium. The Awarded Bidder hereby irrevocably and in perpetuity assigns all rights to the Work product to the Clerk. The Awarded Bidder shall not permit any lien or encumbrance to attach to the Work product.

Upon request of the Clerk, the Awarded Bidder shall describe all Work product to the Clerk and provide the Clerk with all relevant documentation describing or evidencing the Work product.

The Awarded Bidder shall not, without the express written permission of the Clerk, use any of the Work product for any purpose other than for the express benefit of the Clerk.

9.3 Third-Party Software

The Awarded Bidder shall not incorporate any third-party software items into the Goods and Services that are not fully included on a royalty-free basis. If any such third-party licenses are required, the Awarded Bidder shall disclose them for the Clerk's sole approval and state the period of the license included in the price. If any third-party software maintenance or support service is required in connection with the Goods and Services, the third-party software will be subject to the Contract terms.



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9.4 Open-Source Software Restrictions

The Awarded Bidder shall not incorporate any open-source software into the Goods and Services without advance approval of the Clerk. The Clerk may permit such open-source software only upon the determination in the Clerk's sole discretion that the conditions for the use of such software do not adversely affect or hinder the operations of the Clerk or compromise the integrity and confidentiality of the Clerk's records.

10. FINANCIAL PROVISIONS

10.1 Pricing

When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

The purchase price for the Goods and Services furnished by the Awarded Bidder must be in US Dollars, will be firm, and are inclusive of the Awarded Bidder's overhead, insurance, packaging, storage and shipping, wages, and other costs and expenses incurred by the Awarded Bidder in the creation, furnishing, manufacturing, development, and delivery of the Goods and Services, including administrative and travel expenses, taxes, customs, and tariffs.

10.2 Invoicing and Payment

The Awarded Bidder shall submit invoices upon completion of the delivery of Goods and Services, applicable time period, or applicable milestone, in accordance with the Contract. The Awarded Bidder must submit invoices not more than once per month in total using invoices certified by the Awarded Bidder. All invoices must be taken from the books of account kept by the Awarded Bidder, will be supported by copies of payroll distribution, receipt bills, or other documents reasonably required by the Clerk, will show the Clerk's Contract number, and will have a unique invoice number assigned by the Awarded Bidder. The Awarded Bidder may submit invoices electronically or by mail to the following addresses:

Comptroller Operations Department

C/O: Clerk of the Court and Comptroller of Miami-Dade County

Attn: Shared Service Payable Unit

111 NW 1st Street, 26th Floor

Miami, FL 33128

If submitting invoices by mail, the Awarded Bidder must submit them electronically by emailing them to invsubp@miamidade.gov. Multiple invoices attached to a single email should be limited to five (5) invoices in PDF format.

A proper invoice must, at minimum, include the following information:



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- The Purchase Order number and the Contract title and number (if Applicable)
- The Awarded Bidder's name and/or DBA (doing business as name) must be clearly stated
- The Awarded Bidder's Federal Identification Number (FEIN) as it appears in the INFORMS My Bidder Profile
- Correct remittance address
- Invoice number
- Invoice date
- Line items that match the line items in the Purchase Order, Contract, or other order form
- Unit prices of the Goods and Services provided
- Extended prices of the Goods and Services provided
- Applicable discounts
- Description of the Goods and Services provided, including the date when they were provided
- Name of the Clerk's Department, Division, or Unit for whom Services were rendered or Goods delivered (i.e., shipping address)
- Reference or provide a copy of the delivery ticket information executed by the Clerk's Project Manager or designee, if applicable

Additional Invoice Support Contacts:

Should the Awarded Bidder have any questions regarding invoice requirements, the Awarded Bidder may contact the Shared Services Payable Unit at FIN-IWAIR@miamidade.gov or (305) 375-5236.

To check the status of a submitted invoice, the Awarded Bidders may email their inquiry to FIN-IWASupport@miamidade.gov.

The Clerk may require monthly statements from the Awarded Bidder. Such statements should be submitted via email to COCCContractorap@miamidade.gov.

10.3 Tax Excluded from Fee Price

The Clerk is exempt from State and Local Sales Tax, and such taxes must not be included in the Awarded Bidder's pricing and invoices. Exemption Certificates will be furnished to the Awarded Bidder upon request.



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10.4 Florida Prompt Payment Act

The Clerk will make all payments in compliance with Chapter 218, Part VII, Florida Statutes, Florida Prompt Payment Act. The time for payment will start upon the Awarded Bidder's completion of the Goods, Services, and Work, and the delivery of an invoice in full compliance with these terms. Proceedings to resolve disputes for payment of obligations will be concluded by a final written decision of the Clerk or designee, no later than sixty Calendar Days after the date on which the proper invoice was received by the Clerk.

10.5 Unauthorized Work Performed

The Awarded Bidder shall not be entitled to make any claims or demands for payment for any Goods delivered, Services provided, or directives given outside of an executed Contract Modification that were followed by the Awarded Bidder, to the extent the same is not supported by an executed Contract Modification. In the event of a disagreement between the Awarded Bidder and the Clerk's Project Manager with respect to whether a Contract Modification should be issued to cover an item of Goods and Services, the Awarded Bidder shall continue to perform its obligations under the Contract notwithstanding its claim that the Goods and Services that the Awarded Bidder believes to be additional are not the subject of a Contract Modification.

10.6 Payment Offset Rights

The Clerk may, but is not required, offset any amounts due and owing from the Awarded Bidder to the Clerk. Such retained amounts will be applied to the amount owed by the Awarded Bidder to the Clerk, and the Awarded Bidder will have no further claim to such retained amounts, which will be deemed full accord and satisfaction of the amount due by the Clerk to the Awarded Bidder under this Contract.

11. INDEMNIFICATION

The Awarded Bidder shall indemnify and hold harmless the Clerk and its Assignees from and against all claims, suits, causes of actions, liens, damages, costs and expenses, complaints, and reasonable attorney's fees, through all appeals that result in damage, personal injury or property loss to the Clerk, the Clerk's agents or invitees and which arise from: (a) the negligence or willful misconduct of the Awarded Bidder or resulting from the Goods and Services purchased by the Clerk hereunder; (b) violation by the Awarded Bidder or the Goods and Services of Applicable Law; (c) a challenge to the Clerk's title to the Goods or Services; (d) infringement or misappropriation of a third party's intellectual property rights, and (e) any material breach of this Contract. The Awarded Bidder similarly indemnifies and holds harmless the Clerk against any claims for nonpayment of wages, benefits, amounts owed, or taxes that may result in a claim against the Goods or Services or against the Awarded Bidder's receivables under this Contract.



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12. CLAIMS

12.1 Notices of Claims

If the Clerk receives written notice of a claim, the Clerk will give prompt written notice to the Awarded Bidder. The Clerk's delay or deficiency in notifying the Awarded Bidder does not relieve the Awarded Bidder of liability or obligation. If the settlement of a claim may result in ongoing liability or impacts the Clerk and the Clerk's obligations to deliver its services, then such settlement will require the written consent of the Clerk. The Clerk will have the right to retain its own counsel at all times.

12.2 Intellectual Property Claims

In case either party reasonably believes that the Goods, Services, or Work or any part thereof may be the subject of an intellectual property claim, the Awarded Bidder shall, at the option of the Clerk: (a) procure for the Clerk the right to continue using the Goods, Services, or Work without hindrance; (b) replace the Goods, Services, or Work with equivalent non-infringing Goods, Services, and Work; (c) modify the Goods, Services, or Work at no cost to the Clerk in such manner that they become non-infringing and are acceptable to the Clerk; or (d) return the full purchase price for the infringing Goods, Services, and Work, upon its return; in each instance without prejudice to the Clerk's rights in the event of a default as provided elsewhere in this Contract.

12.3 Claim Procedures

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents, or others for whose acts they are legally liable, a claim for damages, therefore, will be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

12.4 Clerk's Right to Defend

In those situations where this Contract imposes an indemnity obligation on the Awarded Bidder, the Clerk may, at its expense, elect to participate in the defense. The Clerk may defend or settle any such claims if the Awarded Bidder fails to defend such claims diligently. The Clerk may thereafter seek, and be entitled to, indemnity from the Awarded Bidder for such costs of defense and any such settlement cost.

13. REGULATORY COMPLIANCE, GENERAL

13.1 Public Records and Compliance with Public Records Laws

The Awarded Bidder shall comply with the public records laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily the Clerk would be obligated to maintain to perform the Services; (2) provide access to the public records on the same terms and conditions that the Clerk would provide such access; (3) ensure that public records that are confidential be maintained



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confidential; (4) ensure that public records that are exempt be handled with the sensitivity required by law; (5) meeting all retention requirements for public records and transferring the same to the Clerk, at no cost to the Clerk, at the conclusion of the engagement. Public records maintained by the Awarded Bidder in electronic format must be provided to the Clerk in a format compatible with the Clerk's information technology systems. The Awarded Bidder's failure to meet any of these provisions or to comply with Florida's public records laws will be deemed a material breach of the Contract.

IF THE AWARDED BIDDER (“CONTRACTOR”) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CLERK OF THE COURT AND COMPTROLLER OF MIAMI-DADE COUNTY RECORDS MANAGEMENT (CUSTODIAN OF PUBLIC RECORDS) AT COCPUBREQ@MIAMIDADE.GOV, P.O. BOX 14695, MIAMI, FLORIDA, 33101. SEE ADDITIONAL WEBLINK FOR MORE INFORMATION AT [Public Records Request \(miamidadeclerk.gov\)](http://PublicRecordsRequest(miamidadeclerk.gov)).

13.2 ADA Accessibility and Compliance

The Awarded Bidder shall use all commercially reasonable efforts to achieve substantial conformance for Work and licensed software in all material respects with the Web Content Accessibility Guidelines 2.1 Level AA or the most recent update, as published by the Web Content Accessibility Initiative of the World Wide Web Consortium unless a lesser degree of website accessibility is articulated through federal law or by court rule or order throughout the term of this Contract. The Awarded Bidder will post and/or provide a Notice of Accessibility as provided by the Clerk.

If the licensed software is not in conformance with all applicable federal and state disability laws, policies, and regulations as of the date of this Contract, the Awarded Bidder shall use reasonable efforts to update the licensed software to be in conformance therewith at no cost to the Clerk. In the event any issues arise regarding the Awarded Bidder's compliance with applicable federal or state disability laws, policies, and regulations, occur during the term of the Contract, the Clerk may send communications to the Awarded Bidder in accordance with this Contract and the Awarded Bidder will assign a person to reply to the Clerk within five (5) Business Days. Furthermore, the Awarded Bidder will present a remediation plan to the Clerk to address any non-conforming issues within fifteen Business Days.



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14. CONFIDENTIALITY

14.1 Protection of Content on Computers and Software

The Awarded Bidder acknowledges that all computer software in the Clerk's possession may constitute or contain information or materials that the Clerk has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials that the Clerk has developed at its own expense, the disclosure of which could harm the Clerk's proprietary interest therein.

14.2 Confidentiality of the Clerk's Employee and Finance Information

In addition, the Awarded Bidder shall consider all Clerk employee information and Clerk financial information as confidential information. The Awarded Bidder shall not sell, transfer, disclose, display, license, or otherwise make available to others confidential information of the Clerk without the Clerk's advance written approval, and shall obligate its employees, agents, and Subcontractors to comply with this requirement.

14.3 Clerk's Computer Software

During the term of the Contract, the Awarded Bidder shall not use directly or indirectly for itself or for others, or publish or disclose to any third-party, or remove from the Clerk's property, any computer programs, data compilations, or other software which the Clerk has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the Clerk (the "Computer Software").

14.4 Third-Party License Agreements

The Awarded Bidder shall honor and require its employees to honor all third-party licenses and non-confidentiality agreements except as authorized by the Clerk. If computer software has been leased or purchased by the Clerk, all third-party license agreements must also be honored by the Awarded Bidder and the Awarded Bidder's employees. This includes mainframes, minis, telecommunications, personal computers, developed Work, and all information technology software.

14.5 Reporting Improper Use

The Awarded Bidder shall report to the Clerk any information discovered or which is disclosed to the Awarded Bidder and its employees, agents, and Subcontractors that may relate to the improper use, publication, disclosure, or removal from the Clerk's property of any information technology software and hardware or the disclosure of any confidential information and the Awarded Bidder shall take such steps as necessary to prevent improper use, disclosure, or removal.



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14.6 Return of Confidential Information

Upon conclusion of the Services under the Contract, the Awarded Bidder shall return to the Clerk all confidential information maintained in tangible format and certify to the Clerk the return of all such information.

14.7 Injunctive Relief

The Awarded Bidder understands and agrees that violations of this Section may not be adequately redressed through the payment of money damages and agrees to injunctive relief to restrain any such breach or threatened breach.

15. PRESS RELEASES AND PUBLIC COMMUNICATIONS

The Awarded Bidder shall not, under any circumstance:

Issue or permit to be issued any press release, advertisement, or literature of any kind which refers to the Clerk or the Goods and Services being delivered hereunder, unless the Awarded Bidder first obtains the written approval of the Clerk. Such approval may be withheld if, for any reason, the Clerk believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

Communicate in any way with any entity, department, board, agency, commission or other organization or any person, whether governmental or private, in connection with the Goods and Services to be furnished under this Contract except upon prior written approval and instruction of the Clerk; and

Except as may be required by law, the Awarded Bidder and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Goods and Services furnished hereunder have been approved or endorsed by the Clerk.

16. FORCE MAJEURE

Neither the Clerk nor the Awarded Bidder will be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within two (2) Days of the occurrence of an act of Force Majeure, the affected party must notify the counterparty of the act by sending an e-mail message to the project manager of the other party. In addition, the affected party must provide the counterparty with a written explanation via email within seven (7) Days of determining the cause of the Force Majeure, concerning the circumstances that caused the act of Force Majeure and the overall impact on the Contract. Upon receipt of the written explanation, the parties must mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact on Clerk operations. The Clerk maintains the right to terminate the Contract for convenience, negotiate with the next lowest Responsive and Responsible Bidder, or obtain the Goods and Services through a separate contract.



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17. BREACHES AND DISPUTE RESOLUTION

17.1 Dispute Resolution Process

A dispute arising in the performance of this Contract that is not resolved by the Clerk's Contract Manager and the Awarded Bidder's Authorized Person will be referred, in writing, to the Clerk of the Court and Comptroller of Miami-Dade County or duly authorized agent, for a final decision to resolve such dispute. If there is a disagreement among the parties regarding the final decision, then either party may submit any claim, counterclaim, dispute, and other matters in question between the Clerk and the Awarded Bidder arising out of or relating to this Contract or its breach to a court of competent jurisdiction within the County.

17.2 Awarded Bidder's Continued Performance During Disputes

Unless otherwise directed by the Clerk, the Awarded Bidder shall continue performance under this Contract while matters in dispute are being resolved or litigated.

18. TERMINATION

18.1 Termination for Convenience

The Clerk, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a written notice to the Awarded Bidder. Termination for convenience is effective on the termination date stated in the written notice provided by the Clerk. Upon receipt of such notice, the Awarded Bidder will not incur any additional costs under the Contract. The Clerk will only be liable for reasonable costs incurred by the Awarded Bidder prior to notice of termination. The Clerk will be the sole judge of "reasonable costs."

18.2 Termination for Default

The Clerk reserves the right to terminate this Contract, in part or in whole, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Awarded Bidder fails to perform in accordance with the terms and conditions stated herein. Following a breach of the Contract by the Awarded Bidder, the Clerk will provide written notice specifying the breach to the Awarded Bidder and advising the Awarded Bidder that the breach must be cured immediately, or this Contract may be terminated by the Clerk. The Awarded Bidder will be notified by letter of the Clerk's intent to terminate if, following the initial notice of breach, the Awarded Bidder fails to timely or adequately, and to the satisfaction of the Clerk, cure said breach. In the event of termination for default, the Clerk may procure the required Goods and Services from any source and use any method deemed in its best interest. The terminated Awarded Bidder shall bear all re-procurement costs. The Awarded Bidder shall be responsible for all other damages incurred by the Clerk arising out of the breach. The Awarded Bidder



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may terminate this Contract for the Clerk's default upon thirty-Day written notice of such default with an opportunity to cure the default or commence curing during such period.

18.3 Termination for Insolvency

The Clerk may terminate this Contract if the Awarded Bidder becomes a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed for all or a substantial portion of the property of the Awarded Bidder, or in the event of an assignment for the benefit of creditors, under any federal or state insolvency law.

19. AUDITS

19.1 Record Access and Retention

The Clerk, through its duly authorized representatives and governmental agencies, will, until the expiration of three (3) years after the expiration of this Contract and any extension thereof, have access to and the right to examine and reproduce any books, documents, papers and records and of Subcontractors, vendors, and suppliers which apply to all matters of this Contract. Such records must subsequently conform to Generally Accepted Accounting Principles, as established by the Financial Accounting Standards Board (FASB), where applicable, and must pertain to transactions related to this Contract.

19.2 Access to Financial and Performance Records

The Awarded Bidder will grant access to an auditor retained, appointed, or assigned by the Clerk to all financial and performance-related records, property, and equipment purchased in whole or in part with governmental funds. The Awarded Bidder agrees to maintain an accounting system that provides records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

19.3 Record Maintenance Requirements

The Awarded Bidder shall maintain, and require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in this Contract. The Awarded Bidder and its Subcontractors and suppliers shall retain such records and all other documents relevant to the Goods and Services furnished under this Contract for a period of three (3) years from its date of expiration.

19.4 Auditor Access to Records

Upon written notice to the Awarded Bidder from the Clerk's Chief Auditor or an auditor retained, appointed, or assigned, the Awarded Bidder shall make all requested records and documents available to the auditor for inspection and copying. The auditor shall have the right to inspect and copy all documents and records in the Awarded Bidder's possession, custody or control which, in the auditor's sole judgment, pertaining to the performance of the Contract, including, but not limited to original estimate files, change order estimate



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files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

19.5 Audit Cost

Any audit conducted at the direction of the Clerk under this Section shall be at the Clerk's expense. In the event the audit reveals that the Clerk has paid the Awarded Bidder ten percent (10%) or more of the amount rightfully due by the Clerk, for amounts delivered or work performed, then the Awarded Bidder shall reimburse the Clerk for the cost of the audit.

20. MISCELLANEOUS

20.1 Electronically Represented Signatures Acceptable

Clerk and the Awarded Bidder agree to regard a PDF file via email or a facsimile representation of original signatures in ink of authorized officials of each party, when appearing in appropriate places on further documents prepared pursuant to this Contract and received via email or facsimile transmission, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow up email or facsimile transmissions of such documents with subsequent transmission of "original" versions of such documents.

20.2 No Waiver

Failure of any party to enforce its rights under this Contract shall not be deemed a waiver of such rights or of any other right of such party under this Contract or under Applicable Law.

20.3 Execution in Counterparts

This Contract may be executed or otherwise accepted in one (1) or more counterparts, and when delivered and executed or otherwise accepted by the Clerk and the Awarded Bidder, shall constitute a single binding agreement.

20.4 Attorney's Fees

Each party shall be responsible for its own attorney's fees and costs incurred because of any action or proceeding under this Contract.

20.5 Headings

The headings used in this Contract are for ease of reference only and shall not limit or modify the meaning or interpretation of any of the provisions of this Contract.



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20.6 Assignment

The Clerk is authorized to assign this Contract to any person (referred to in these General Terms and conditions (“Assignees”)) if necessary to fulfill the Clerk’s duties. The Awarded Bidder shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part thereof, including without limitation any factoring or other arrangement to pledge the proceeds of this Contract in satisfaction of any obligation of the Awarded Bidder, without the written consent of the Clerk. The Clerk is authorized to assign this Contract if reasonably necessary to satisfy the duties and responsibilities of the Clerk under the Constitution of the State of Florida and Applicable Law.

20.7 Entire Agreement

This Contract constitutes the entire agreement between the Clerk and the Awarded Bidder and supersedes all previous communications, representations, agreements or understandings, whether oral or written, with respect to the subject matter of this Contract.

20.8 Governing Law and Venue

This Contract will be construed and enforced in accordance with the laws of the State of Florida, without reference to conflict-of-interest principles. The exclusive venue for all legal actions and/or proceedings related to the enforcement and/or interpretation of this Contract shall be exclusively in the state and federal courts located in Miami-Dade County, Florida. The Awarded Bidder understands and agrees that this exclusive venue is the appropriate venue for all disputes, considering that all Services for the Clerk are derived and/or originated in Miami-Dade County, Florida, and shall waive all jurisdictional, venue, and inconvenient forum objections to such courts.

20.9 Government Funding Source Restrictions

When the Goods and Services are purchased with a government funding source that requires adherence to other terms and conditions, such as the federal or state governments, those conditions will apply and will be deemed incorporated herein by this reference. To the extent such funding sources prohibit or limit the provisions contained herein, those provisions will be deemed removed or limited as necessary to permit the funding, with the balance of the provisions of this Contract remaining in full force and effect.

20.10 Severability

If any provision of this Contract is held invalid, illegal, or unenforceable, the remaining provisions will not be affected or impaired. A court may modify the invalid, illegal, or unenforceable provision to reflect, as closely as possible, the parties’ original intent.

20.11 Contractor’s Post-Expiration Obligations

The expiration of the term of this Contract will not affect the Contractor's obligation to continue the performance of any work commenced prior to the expiration date of the



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Contract and to furnish Goods and Services related to such work until completion or earlier termination by the Clerk. The Clerk reserves the right to terminate any post-expiration performance by the Contractor.

20.12 Survival

The parties acknowledge that any of the obligations in this Contract will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awarded Bidder and the Clerk under this Contract, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof. The provisions of this Contract governing public records, audits, warranty, indemnification, title, risk of loss, intellectual property, and any other which contemplates performance or observance after termination or expiration will survive termination or expiration.