

**FLORIDA STATE COURTS SYSTEM
17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
COURT ADMINISTRATION**

**REPLACEMENT OF SOUND REINFORCEMENT SYSTEMS AND CONTROLS
FOR NORTH BUILDING CRIMINAL COURTROOMS AND
SATELLITE COURTROOMS**

**INVITATION TO BID (ITB)
ITB# 17-001-SOUND REINFORCEMENT SYSTEMS AND CONTROLS
(RE-POSTING WITH NEW DATES)**

Submission deadline: June 9, 2017 @ 5:00pm (EST)

BACKGROUND

The 17th Judicial Circuit of Florida in and for Broward County, consists of 1 main courthouse complex and 3 satellite courthouses. In an effort to keep the courts operating with updated sound reinforcement and control systems throughout our jurisdiction, the Trial Court Administrator will implement a compete upgrade to the existing sound reinforcement and control systems. These systems will provide sound reinforcement and control, secured attorney client communications and private interpreting assistance for participants by an interpreter located at the main courthouse complex, and support for remote testimony via video conferencing in circuit criminal courtrooms.

1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit proposals in accordance with established purchasing procedures in a competitive process for the acquisition of Computer/Logic Control of the audio, sound reinforcement, telephone interface, and switching of input/outputs.

2. INQUIRIES

Any questions or requests for additional information regarding this ITB shall be in writing, directed to the person designated below. Email questions are acceptable.

Name: Craig Burger

Telephone: 954-831-5793

Fax: 954-831-5572

Title: Director of Audio/Video Operations and Procurement Officer for ITB

E-Mail: cburger@17th.flcourts.org

Answers to questions will be posted on the Circuit's Website at

http://www.17th.flcourts.org/Public_Notice/public_notice.html

All questions must be submitted by the time and date specified in this ITB.

3. ADDENDUM

Any clarification or additional information that may substantially affect the outcome of this ITB will be provided in the form of a written addendum. If necessary, clarifications or additional information will be issued by the Office of the Trial Court Administrator. Unless issued in writing by the Office of the Trial Court Administrator, nothing shall be binding upon this ITB. All addendums will be posted on the Circuit's Website at http://www.17th.flcourts.org/Public_Note/public_notice.html.

4. SCHEDULE OF EVENTS

Listed below are the dates and times by which stated action must be taken or completed. If the Office of the Trial Court Administrator determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this Proposal.

Advertisement of ITB	May 15, 2017
Deadline for Receipt of Questions	May 25, 2017
Deadline for Written Responses for Questions	June 1, 2017
Deadline for Receipt of ITB	June 9, 2017
Posting of Intent to Award	June 19, 2017

6. SCOPE OF WORK

This Project consists of the replacement of the Sound Reinforcement and Control Systems in 24 courtrooms in the North Wing for our Main Judicial Complex, and 11 courtrooms at our Satellite Courthouses. The Satellite courtrooms consist of: 4 at the North Satellite, 4 at the West Satellite, and 3 at the South Satellite. The project shall include the following:

Main Courthouse Criminal Courtrooms - North Wing

Provide replacement of existing sound reinforcement and control systems of the North Wing's 24 courtrooms at the Main Courthouse. This project will require the replacement and integration of the court's Video Conferencing Farm that enables the 6 courtrooms on each floor of the North Wing to share the use of 1 centrally located video conferencing unit per floor. This requires interfacing with existing microphones, telephone circuits (VoIP), Ethernet network, digital recording system, remote interpreting, and sound reinforcement equipment. These systems shall also provide sound masking systems for side bar conferences. In addition, the Vendor will be responsible for cabling, installation, termination and configuration of the new sound reinforcement and control systems. This will include, but is not limited to the items/equipment described within this specification. Any additional items that are required to complete this installation that are not specifically listed in this bid are the responsibility of the Vendor and should be budgeted for accordingly.

Satellite Courthouses

Provide replacement of existing sound reinforcement and control systems of the 11 courtrooms at the 3 satellite courthouses. This requires interfacing with existing microphones, telephone circuits (VoIP), Ethernet network, digital recording system, remote interpreting, and sound reinforcement equipment. In addition, the Vendor will be responsible for cabling, installation, termination and configuration of the new sound reinforcement systems. This will include, but is not limited to the items/equipment described within this specification. Any additional items that are required to complete this installation that are not specifically listed in this bid are the responsibility of the Vendor and should be budgeted for accordingly.

Vendor shall provide a Cost per Courtroom (CPC) response. This shall include the items specified in the following sections.

The following requirements are per courtroom:

Provide product, configuration, installation, integration, programming of DSP audio mixer/sound reinforcement systems and control systems. These systems will support interfacing with existing microphones, telephone circuits (VoIP), Ethernet networks, and digital recording systems. These systems shall also provide sound masking systems for side bar conferences. In the 24 courtrooms at the main courthouse, the system will also provide an amplified headphone jack with audio from the DSP system for a court reporter in each courtroom.

Vendor will configure software access control for the system to provide each judge with ability to:

Turn system on

Turn system off (Mute All)

Side bar -with sound masking to courtroom and IR hearing assist systems

Mute Judge

Mute Jury

Mute Witness

Adjust courtroom's PA volume to preset thresholds for overall and for each zone

Select AUX audio (line) input to feed PA and record with level control

Select Video Conference source* and VoIP Teleconference to feed PA and record with level Control (*only required in 24 criminal courtrooms)

DSP mixer and software shall be controllable via presets addressable from touch screen control panels on the judge's bench and remotely via software from a desktop computer.

2 spare DSP and Control Systems for replacement upon failure to be kept on site by the Office of the Trial Court Administrator must be included as part of bid as a separate line item.

All work is to be performed evenings and weekends so as not to interfere with court proceedings. **Each courtroom must be fully operational for the next business day.**

Each system shall be capable of meeting the following criteria:

- Use a modular Card Cage design for ease of modification.
- Each Cage shall support microphone/line inputs/outputs, any combination of channel pairs by card type, including wideband AEC inputs, Dante®, and VoIP.
- Provide On-Screen display of total audio design.
- Configuration/control via PC/Laptop computer.
- Provide Third Party control via RS-232.
- Provide logic control inputs/outputs.
- Built in diagnostic tools.
- Remote function control via Ethernet.
- Vendor will provide and install Transformers for speakers as needed to provide a multi-zoned courtroom as required (to 70 volt).
- Provide 5 channels of Dante® for Digital Court Reporting system.

The Channels shall be configured as:

- Channel 1 - Attorney Left Microphone VoIP
 - Channel 2 - Judge, Witness and Sidebar Microphones
 - Channel 3 - Front of Bench, Jury, AUX, Interpreting Microphones
 - Channel 4 - Attorney Right Microphone, Video Conference
 - Channel 5 - Composite of all microphone and line/AUX inputs
- Provide feed for court reporter headset when there is a side bar conference (via amplified output)
 - 24 main courthouse courtrooms provide analog mix of active microphones for press feed in courtroom (via microphone/line output) to rail in courtroom. This mix shall be controllable via the judge's touch panel (media on/off), and reflect the white noise when active.
 - Provide Playback capability via court sound reinforcement system of digital court recordings (from CourtSmart), via Dante® audio.

This project also requires the replacement of the current AMX control systems, and the installation and programming of Crestron Touch Screen and Core Control Systems. These control interfaces shall provide control of the courtroom's sound reinforcement system as well as enable the use of a centrally installed video CODEC for video conferencing, VoIP/Teleconferences and remote interpreting. The Vendor shall remove the existing AMX equipment and configure, program, create interface and test a touch panel control system into each courtroom of the North Wing of the Main Courthouse and Satellite Courthouses.

Currently, the courtrooms in the Main Courthouse utilize a "CODEC Farm" configuration for video conferencing. This "Farm" enables the 6 courtrooms on a floor of the North Wing to utilize the one, centrally located CODEC on each floor. The new control system shall include for support for the control of this system, and provide feedback to the courtrooms when the CODEC for that floor is in use or available. The Vendor shall configure, create interfaces and test, audio/video switchers that will enable each courtroom to connect to and receive video/audio from a CODEC centrally located per floor (1 CODEC will be provide by the Office of the Trial Court Administrator for installation on each of the 4 floors of the north wing). The 6 courtrooms on each floor, will then utilize this centrally installed CODEC as required. The only additional equipment that will be to be placed in the courtrooms shall be the required camera and monitor, when the system is in use. The Vendor will be responsible for installation of required interface equipment to connect the CODEC local camera and playback monitor in each courtroom.

The 11 Satellite Courtrooms will require the addition of:

A new control system capable of controlling the court's existing remote interpreting system. This system enables remote audio/video interpreting, via IP, to each of the courtrooms from the Court Interpreter's office and interfacing with the Tieline G3. This phase will require the ability to control a Kramer electronic video switcher for enabling the video of the individual being translated to, and the video of the remote interpreter, to be visible to each other via a touch panel control located in at the interpreter station in the Main Courthouse. This touch panel also controls the audio switching from the interpreting audio sources (courtroom sound systems and the Tieline interface).

Any additional items that are required to complete this installation that are not specifically listed in this bid are the responsibility of the Contractor and should be budgeted for accordingly.

Contractor must be Crestron and QSC certified with a manufacturer's training certification at time of bid opening. The proof of certification will be required within 3 business days of request by the Purchasing Division.

Contractor shall bid a Cost per Courtroom. This shall include the items specified in the following sections.

The following requirements are per courtroom:

Provide product, configuration, installation, and integration of touch panel control units and interfaces to the digital audio mixer/sound reinforcement systems. These systems will support interfacing with existing microphones, telephone circuits, Ethernet networks, and digital recording systems. These systems shall also provide sound masking systems for side bar conferences and headphone audio for court reporter in courtroom. Vendor shall interface the existing VoIP system to each courtroom for audio conferencing.

Contractor will configure software interface access control for the systems to provide judge with ability to:

- Turn system on
- Turn system off (Mute All)
- Side bar -with sound masking to courtroom
- Mute Judge
- Mute Jury
- Mute Witness
- Adjust courtroom's PA volume to preset thresholds for each zone
- Select AUX input to feed PA and record with level control
- Select Video Conference to feed PA and record with level control, dial a call, mute a call, disconnect a call.
- Select Audio Teleconference to feed PA and record with level control, dial a call, mute a call, disconnect a call
- Enable remote interpreting via the courts remote interpreting system

The Vendor will modify files to accommodate the new controls, CODECS and VoIP equipment as needed to establish a working courtroom.

All work is to be performed evenings and weekends so as not to interfere with court proceedings. **Each courtroom must be fully operational for the next business day.**

Per courtroom estimated equipment list: 35 installed courtrooms (Plus 2 spare systems in Quote)

Control Systems:

1 CP3 3-Series Control System (per floor)

1 TSW-1060-NC-B-S 10.1 Touch Screen without Camera or Microphone, Black Smooth

1 TSW-1060-TTK-B-S Tabletop Kit for TSW-1060, Black Smooth

1 CEN-CI3-1 3-Series® Card Interface – 1 Slot

1 C3COM-3 3-Series™ Control Card - 3 COM Ports

Sound Reinforcement Systems:

1 Q-SYS Core 500i w/Installed cards:

4 Q-SYS CIML4

2 Q-SYS CODP4

1 Q-SYS CDN64

1 Q-SYS COL4

1 CX168 8-Channel Low-Z Power Amplifier

1 cx204V 4 Channel Power Amplifier 70V

North Wing installation shall include 4 of the following Configured Switchers for Videoconferencing: 1 Per Floor x 4 Floors

1	DM-MD8X8 (6507183)	8x8 DigitalMedia™ Switcher
	Model (Input Cards)	Description
1	DMC-DVI (6502663)	DVI/VGA Input Card for DMÂ® Switchers
6	DMC-4K-C-HDCP2 (6507321)	HDBaseTÂ® Certified 4K DigitalMedia 8G+Â® Input Card for DMÂ® Switchers

	Model (Output Cards)	Description
3	DMC-4K-CO-HD-HDCP2 (6507483)	2-Channel HDBaseT [®] Certified 4K DigitalMedia 8G+ [®] Output Card for DM [®] Switchers
1	DMC-4K-HDO * (6507120)*	2-Channel 4K Scaling HDMI [®] Output Card for DM [®] Switchers
1	DM-PSU-16	16-Port PoDM Power Supply for DM 8G+ [®] I/O Cards
* will require converter for HDMI to DVI with Audio for connection to CODECS.		
1	1T-HDMI-DVI (or Alternate)	TV One 1T-HDMI-DVI HDMI to DVI Converter - HDMI Digital A/V to DVI with Digital Audio

7. MINIMUM QUALIFICATIONS

The successful bidder must be a qualified AV integrator with a minimum 4 years of experience in the audio visual field.

The successful bidder must be an authorized BIAMP dealer at the time of the bid, must also be certified to supply and install BIAMP AUDIA equipment, and must provide a copy of a current AUDIA Certification with their bid.

WARRANTY

Products provided under this award shall carry a 5 year warranty from manufacturer.

During first year of operation, equipment failure shall be covered by overnight replacement of failed component(s).

Awarded contractor shall provide technical support and/or onsite assistance as needed for a period of 1 year.

Bid shall include a line item cost to cover overnight replacement of failed equipment. After which, a service contract shall be established for maintenance, repair, or overnight replacement.

INSURANCE REQUIREMENTS

During the contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

8. RESTRICTIONS ON COMMUNICATIONS WITH COURT PERSONNEL

Vendors shall not communicate with any employee of the 17th Circuit concerning this ITB, except for the contact persons identified in Section 2. Violation of this requirement may result in the rejection of the submitted Proposal.

9. COST OF PROPOSAL PREPARATION

All costs associated with the development and submission of a proposal, Vendor question(s), and transmittal letter are the full responsibility of the Vendor.

10. SUB-CONTRACTING

A Vendor who elects to sub-contract any part of this project will be fully accountable for sub-contractor's responsibilities and deliverables. Vendor will define the sub-contractor's scope of work as strictly defined in Section 6.

11. INDEPENDENT PRICE DETERMINATION

A Vendor shall not collude, consult, communicate, or agree with any other Vendor regarding this ITB as to any matter relating to the Vendor's cost Proposal.

12. SUBMITTAL REQUIREMENTS

- a. Proposals shall be typed on white letter-size paper and each element of the ITB shall be addressed in a clear, concise manner. Each element shall be labeled and indexed. Proposals shall be individually bound.
- b. 1 original, marked "ORIGINAL", and 3 copies, each marked "COPY", are required of each Proposal. Proposals shall be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:

"ITB#, 08-001-BIAMP, REPLACEMENT OF SOUND AND REINFORCEMENT CONTROLS

- c. Any proposal received after the advertised deadline will not be considered for award.
- d. Proposals are to be received no later than 5:00 pm (EST), June 9, 2017 to:

**Mr. Mario Irizarry
Purchasing Manager
17th Circuit - Court Administration
201 SE 6th Street, Suite 20150
Fort Lauderdale, FL 33301**

13. PROPOSAL CONTENT

Proposals shall not exceed 25 pages in length, exclusive of required forms or attachments, and contain, at a minimum, the following information:

- a. Proposer Information:
 1. Proposer's official business name, address (both physical and mailing), telephone and fax numbers; type of business such as sole proprietorship, partnership, or corporation, including the State of incorporation;
 2. Length of time in business;

3. Location(s) of business operations;
 4. Firm's qualifications;
 5. Qualifications and experience of corporate officer(s) and/or key personnel;
 6. Evidence of meeting qualification requirements set forth herein;
 7. Current financial statement
- b. Statements - Include the firm's statement indicating an understanding of the project and the requirements thereof.
 - c. Quality Assurance - Include the firm's statement of commitment to quality assurance.
 - d. Conflict Disclosure - Include the name(s) of any employer or officer of the Florida State Courts System who owns, directly or indirectly, an interest of 5% or more in the firm. Also, include the name(s) of any employee, officer, or agent of the firm that has any conflict of interest associated with this project.
 - e. References - Include the name, address, and telephone number of at least 3 clients for whom similar services are performed.
 - f. Price Structure - The Court reserves the right to negotiate any or all proposed prices prior to any agreement or award. Prices for Sound Reinforcement and Control Systems, optional equipment, and annual maintenance agreements should be specific. Pricing should be per courtroom.
 - g. Financial Information - Vendor must provide a URL referencing most recent audited financial statements which can be submitted electronically, or Vendor can provide copies of the statements. In addition, Vendor is requested to provide the most recent Dun and Bradstreet reports (or equivalent) on your firm, its partners, and its proposed major sub-contractors (i.e., expected to perform more than 5% of the Contract).

14. REVIEW COMMITTEE

A Review Committee will be appointed by the Trial Court Administrator to evaluate all proposals. The Review Committee reserves the right to request interviews of any or all Respondents as may be necessary toward a fair and equitable proposal evaluation. The Review Committee will make a recommendation for award to the Trial Court Administrator.

15. EVALUATION CRITERIA

Evaluation criteria will include the following:

Proposed Costs	(40 points)
Availability of products	(10 points)
Technological capabilities and support	(30 points)
Financial viability	(10 points)
References	(10 points)

16. TERMS AND CONDITIONS

This solicitation includes all terms and conditions contained in Appendix A, General Instructions to Respondents and Appendix B, General Contract Conditions.

17. POSTING

Vendors selected for award will be listed on the 17th Judicial Circuit's website at www.17th.flcourts.org/Public_Notice/public_notice.html for a period of at least 72 hours.

**Florida State Courts System
Instructions to Respondents**

Contents

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions.
5. Conflict of Interest.
6. Convicted Vendors.
7. Discriminatory Vendors.
8. Respondent's Representation and Authorization.
9. Performance Qualifications.
10. Public Opening.
11. Electronic Posting of Notice of Intended Award.
12. Firm Response.
13. Clarifications/Revisions.
14. Minor Irregularities/Right to Reject.
15. Contract Formation.
16. Contract Overlap.
17. Public Records.
18. Protests.

1. Definitions. The State Court System Purchasing Directives govern Procurement within the Judicial Branch. However, we adopt the definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Court" means the State Court System (SCS) entity that has released to solicitation.
- (b) "Procurement Officer" means the Court's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Court in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions,
- Instructions to Respondents,
- General Conditions, and
- Introductory Materials.

The Court objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

4. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Court or the State for information with the respect to this solicitation. The Court shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.

5. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

6. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid or contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (25,000) provided in section 287.017 of the Florida Statutes.

7. Discriminatory Vendors. Any entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

8. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in section 287.133 (1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting, to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response , and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other

conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

9. Performance Qualifications. The Court reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Court, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Court determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory or that performance is untimely, the Court may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the Contract, but should Court elect to do so, respondent is not relieved from fulfilling all Contract requirements.

10. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend other than in response to a specific Public Records Request. The Court may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of disability should contact the Procurement Officer at least (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Court by using the Florida Relay Service at (800) 955-8771 (TDD).

11. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Court shall electronically post a notice of intended award at www.17th.flcourts.org . If the notice of award is delayed, in lieu of posting the notice of intended award the Court shall post a notice of the delay and revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Court a notice of protest within 72 hours after the electronic posting. The Court shall not provide tabulations or notices of award by telephone.

12. Firm Response. The Court may make an award within sixty (60) days after the date of the opening during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Court awards the Contract or the Court receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

13. Clarifications/Revisions. Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

14. Minor Irregularities/Right to Reject. The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technically, or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

15. Contract Formation. The Court shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Court until the Court signs the Contract. The Court shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

16. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.

17. Public Records. Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word “Confidential” in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

18. Protest. Any protest concerning this solicitation shall be made in accordance with section 6.10 of the State Court System Purchasing Directives.

**Florida State Court System
General Contract Conditions for Commodities**

Contents

1. Definitions.
2. Product Version.
3. Price Changes Applicable only to Term Contracts.
4. Additional Quantities.
5. Packaging.
6. Manufacturer's Name and Approval Equivalents.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Section 508 Requirements.
11. Literature.
12. Transportation and Delivery.
13. Installation.
14. Risk of Loss.
15. Invoicing and Payment.
16. Taxes.
17. Government Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Public Records Requirement.
25. Force Majeure, Notice of Delay, and No Damages for Delay.
26. Scope Changes.
27. Renewal.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractor, and other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installments.
40. Modification of Terms.

41. Cooperative Purchasing.
42. Waiver.
43. Annual Appropriations.
44. Execution in Counterparts.
45. Severability.
46. Travel.
47. Right to Audit.
48. Rule of Interpretation.
49. Real Time Transcription Services for Persons who are Deaf or Hard of Hearing.
50. Real-Time Court Reporting for the Hearing Impaired.
51. Compliance with Federal and State Anti-Discrimination Legislation.

1. Definitions. State Court System Purchasing Directives govern Procurement within the Judicial Branch. However, we adopt the definitions contained in s. 60A-1.001, F.A.C. which shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the enforceable agreement that results from a successful solicitation or procurement. The parties to the Contract will be the Court and Contractor.
- (b) “Court” means the State Court System entity that will purchase products directly from the Contractor under the Contract.
- (c) “Product” means any deliverable under the Contract, which may include commodities, technology or software.
- (d) “Term Contract” means a contract with an indefinite quantity to furnish goods during a specific period.

2. Product Version. This purchase shall be deemed to reference a manufacturer’s most recently released model or version of the product at the time of the order, unless the Court specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

3. Price Change Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. The Court may seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. The Court will document its files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Court becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at

the discretion of the Court the price under the Contract shall be immediately reduced to the lower price.

(c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to change in market conditions, a Contractor may conduct sale promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Manager, if one is designated in the contract, documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to the Court. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) **Trade-In.** The Court may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Court and the Contractor. The Court is obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

(e) **Equitable Adjustment.** The Court may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract sources of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4. Additional Quantities. For a period exceeding ninety (90) days from the date of solicitation award, the Court reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed \$25,000 at the prices submitted in the response to the solicitation.

5. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the Court's property.

6. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Court's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Court shall determine in its sole discretion whether a product is acceptable as an equivalent.

7. Inspection at Contractor's Site. The Court reserves the right to inspect, at any reasonable time with the prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with the Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Section 508 Requirements. The Contractor must provide electronic and information technology resources in compliance with Section 508 of the Rehabilitation Act of 1973, and part three of Chapter 282, Florida Statutes. Those statutes establish a minimum level of accessibility to those who have disabilities.

11. Literature. Upon request the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

12. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Court places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Court of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its

employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the Court and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with the damage claims, the Court shall: (1) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (2) report damages to the carrier and the Contractor; and (3) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Court rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Court shall have the right to dispose of it as its own property. Contractor shall reimburse the Court for cost and expenses incurred in storing or effecting removal or disposition of rejected product.

15. Invoicing and Payment. Invoices shall contain the Contract number and the appropriate vendor identification number. The Court may require any other information from the Contractor that the Court deems necessary to verify any purchase order placed under Contract. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 488-3730 Monday through Friday to inquire about the status of payments made by the Court. The Court is responsible for all payments under the Contract. The Court's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Court.

16. Taxes. The Court does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Court will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employee's wages. Any exceptions to this paragraph shall be explicitly noted by the Court on a purchase order or other special contract condition.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Court in writing, indicating the specific restriction. The

Court reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Court.

18. Lobbying and Integrity. The Contractor shall not, in connection with this or any other agreement with the Court, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Court officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Court officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits, of money, services, employment, or contracts of any kind. Upon request of the Inspector General, or other authorized Court official, the Contractor shall provide any type of information the deemed relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three years after the expiration of the Contract. The Contractor agrees to reimburse the Court for the reasonable cost of investigation incurred by the Inspector General or other authorized Court official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Court which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any cost of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for all actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Court and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Contractor shall fully indemnify, defend, and hold harmless the Court from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Court shall give the Contractor (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Court in an infringement action without the Contractor's prior written consent, which shall not be unreasonably withheld. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense become non-fringing. If the Contractor is not reasonably able to modify

or otherwise secure the Court the right to continue using the product, the Contractor shall remove the product and refund the Court the amounts paid in excess of a reasonable rental for past use. The Court shall not be liable for any royalties. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Court may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any Contract with the State. The first ten dollars paid on the awarded contract shall constitute the specific consideration for the Contractor's indemnification of the Court.

20. Limitation of Liability. For all claims against the Contractor under any individual purchase, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase, or two times the charges rendered by the Contractor under the purchase. This limitation shall not apply to claims arising under the Indemnification paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from the amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, cost and the like asserted by or against it. The Court may set off any liability or other obligation of the Contractor or its affiliates to the Court against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Court may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the Court to do so. The Court shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety days, or any longer period agreed to by the Contractor, the Court shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Court, by written notice to the Contractor, may terminate the Contract in whole or in part when the Court determines in its sole discretion that it is in the Court's interest to do so. The Contractor shall not furnish any continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Court may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, or regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Court. The rights and remedies of the Court in this clause are in addition to any other rights and remedies provided by the law or under the Contract.

24. Public Records Requirement. The Court may terminate a Contract if the Contractor refuses to allow public access to all documents, papers, letters or other material made or received by the contractor in conjunction with the Contract, unless the Records are exempt based upon 2.420 Rule of Judicial Administration.

25. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Court in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Court. The Contractor

shall not be entitled to an increase in the Contract price or payment of any kind from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Court determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Court, in which case the Court may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Court with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. Scope Changes. The Court may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Court may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Court may solicit separate bids to satisfy them.

27. Renewal. Upon mutual agreement, the Court and the Contractor may renew the contract, in whole or part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. The Supreme Court, the District Courts of Appeal, the Trial Courts and the Office of the State Courts Administrator (OSCA), do not under any circumstances permit the use of the Court or OSCA name, the names of Justices or Court or OSCA staff, the Court seal or any other similar identifying information in the Contractor's promotional or marketing materials, including press releases. The Contractor agrees that it will refrain from reference to the Supreme Court or OSCA name, the names of Justices or Court or OSCA staff, the Court seal or any other identifying information in such materials.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Court; provided, the Contractor assigns to the Court any and all claims it has with respect to the Contract under the antitrust laws of the United States and the Court. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Court expressly

waives such secondary liability. The Court may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Court Administration, or other designated Court employee, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Court. The Court may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Court may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualification, quality of work, change in security status, or non-compliance with a Court's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Court may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the Court in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Court. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Court's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and other Agents. The Contractor's employees, subcontractors and other agents are not employees of the Court.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Court in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Court. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer is required for the Court to enter into or to extend any equipment lease or installment-purchase agreement of \$25,000 or more.

40. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Court and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Court and the Contractor. No oral agreements or representations shall be valid or binding upon the Court or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Court. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Court's acceptance of product or processing of documentation on forms

furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

41. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Court purchases are independent of the agreement between Court and Contractor, and the Court shall not be a party to any transaction between the Contractor and any other purchaser.

42. Waiver. The delay or failure by the Court to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

43. Annual Appropriations. The Court's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature.

44. Execution in Counterparts. The contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

45. Severability. If the Court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

46. Travel. Travel expenses will be paid in accordance with s.112.061, Florida Statutes. The Court may establish rates lower than the maximum provided in s. 112.061.

47. Right to Audit. Records of expenses pertaining to all services shall be kept in accordance with generally accepted accounting principles and procedures. The Vendor shall keep all records relating to this contract in such a way as to permit their inspection pursuant to Florida Rules of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.

48. Rule of Interpretation. All specific conditions will prevail over a general condition on the same subject.

49. Real Time Transcription Services for Persons who are Deaf or Hard of Hearing. Vendors that provide real-time transcription services in court proceedings to ensure effective communication by a participant who is deaf or hard of hearing and entitled to auxiliary aids or services pursuant to Title II of the Americans with Disabilities Act of 1990, should be informed that they must comply with the Supreme Court Policy on Court Real-Time Transcription Services for Persons Who are Deaf or Hard of Hearing.

50. Real-Time Court Reporting for the Hearing Impaired. If the contractor provides real-time court reporting pursuant to this contract as an accommodation for the hearing impaired, the contractor hereby acknowledges that the State Courts System has specific standards for providing such services. Those specific standards are available from the Office of the State Courts Administrator.

51. Compliance with Federal and State Anti-Discrimination Legislation. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and/or otherwise performing obligations under this Contract, the Contractor will comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.