

Terms of Use for Broward County BPRO E-Procurement Portal

Welcome to Broward County Procurement System (“BPRO”). BPRO is the approved electronic bidding platform of Broward County (“County”), and is provided for public use and access pursuant to these Terms of Use (“Terms of Use”). Use of BPRO by you, or your agents, employees, or representatives (collectively, “You”) constitutes acceptance of these Terms of Use, including as same may be amended from time to time.

1. Registration; Your Account; Your Content.

To utilize BPRO, You must register and create an account. In connection with Your registration and use of BPRO, you must: (i) provide true, accurate, and current information to BPRO; and (ii) promptly update any registration data if the information previously provided is no longer true, accurate, and current. You are solely responsible for all content that You provide to or through BPRO. The County, its Service Provider, and any third-party agents involved, directly or indirectly, in the delivery and operation of BPRO on behalf of the County shall not be liable for any loss or damage to Your data, content, business, reputation, or any other harm arising from Your use of BPRO.

2. Technical Support; Access.

BPRO is enabled by a third-party service provider, Euna Solutions (“Service Provider”), who is available for technical support during the hours of 8 a.m. to 8 p.m. Eastern Time. To obtain technical support, contact the Service Provider at <https://vendorsupport.gobonfire.com/hc/en-us> or support@gobonfire.com, or review the online training available at <https://gobonfire.com/training/>. The Service Provider can assist with utilizing the features of BPRO. While there is no cost to You to utilize the BPRO system, You are solely responsible for any necessary equipment, internet access, or other related expenses associated with accessing BPRO. The County and the Service Provider will use reasonable efforts to make BPRO available during regularly scheduled business hours of the County, except for scheduled downtime and any necessary maintenance. Notwithstanding the foregoing, there may be website outages during which BPRO cannot be accessed; please plan accordingly in recognition of any applicable solicitation deadlines.

3. Security.

You must maintain the security of Your access credentials to BPRO, and immediately notify the Service Provider at the above-listed URL or email address of any unauthorized use of Your account or breach of Your security that may affect Your BPRO credentials. You must log off from Your account at the end of each session.

4. BPRO Ownership; Limited License to Use.

The County and/or its Service Provider owns all right, title, and interest in and to BPRO, including the methodology, software, and intellectual property rights related thereto. As between You and the Service Provider, the Service Provider is the exclusive owner or licensee of any and all copyrights, trademarks, and any other intellectual property right relating to BPRO. The County and its Service Provider grant You a limited, nonexclusive, nontransferable license to access and use BPRO, including to print and download content from BPRO, in accordance with these Terms

of Use. You must maintain the copyright notice and any other notices that appear on BPRO in connection with any such permitted users.

5. Transaction Fees.

Unless expressly stated in the applicable solicitation, no transaction fees are due to the County for participation in any solicitation, whether as a vendor, a participating entity, or otherwise. The County reserves the right to impose transaction fees for utilization of a County contract by third-party purchasing entities; any such transaction fees shall be stated in the applicable solicitation and/or contract.

6. Public Records.

Any information submitted in BPRO constitutes a public record subject to disclosure and retention in accordance with applicable Florida law. To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes, You must maintain and allow access to public records made or received in conjunction with Your use of BPRO.

7. Indemnification.

You hereby agree to indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to these Terms of Use, and caused or alleged to be caused, in whole or in part, by any breach of these Terms of Use by You, or any intentional, reckless, or negligent act or omission of You, arising from, relating to, or in connection with Your use of BPRO or these Terms of Use (collectively, a "Claim").

8. Disclaimers; Limitation of Liability.

You expressly understand and agree that Your use of BPRO is at Your sole risk. BPRO is provided on an "as is" and "as available" basis. The County expressly disclaims all warranties of any kind. The County makes no warranty that (i) BPRO will meet your requirements; or (ii) BPRO will be uninterrupted, timely, or error-free. Any material downloaded or otherwise obtained through the use of BPRO is done at Your discretion and Your own risk, and You shall be solely responsible for any damage to Your equipment or systems or loss of data that results from such use or download of any material from BPRO. You expressly understand and agree the County and the Service Provider, including their respective officers, employees, and agents, shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the County has been advised of the possibility of such damages), resulting from: (i) the use of or the inability to use BPRO; (ii) unauthorized access to or alteration of Your transmissions or data; (iii) statements or conduct of any third party on BPRO; or (iv) any other matter relating to BPRO.

9. Termination.

You may terminate your consent to these Terms of Use at any time upon at least thirty (30) days' prior written notice to County via email at: purchasingsupport@broward.org. Upon such notice, Your access to and limited right to use BPRO will be suspended, and any responses You have

submitted to solicitations not yet awarded may, in the sole discretion of the County, be deemed subject to a request to withdraw, which may be granted by the County in its discretion in accordance with the applicable provisions of the Broward County Procurement Code. If You violate any of these Terms of Use, the County may, in its sole discretion, terminate Your access to BPRO, and remove and discard any content You have submitted to BPRO. The County and the Service Provider shall not be liable for any damages or remedies in any form to You or any third party for termination of Your access to BPRO in accordance with these Terms of Use. Notwithstanding the foregoing, these Terms of Use shall survive termination as to any outstanding solicitations, whether or not yet awarded.

10. Assignment.

You shall not sell, assign, or transfer any of Your rights, duties, or obligations under these Terms of Use without the prior written consent of the County.

11. Waiver.

County's failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision or modification of these Terms of Use. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of these Terms of Use.

12. Severability.

If any part of these Terms of Use is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed and the balance of these Terms of Use shall remain in full force and effect.

13. Governing Law; Venue

These Terms of Use shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT.**

14. Compliance with Applicable Law.

By using BPRO in any manner, You agree to comply with all applicable state, County, and local law, rules, and regulations, including, without limitation, the Broward County Procurement Code and the applicable provisions of Florida Statutes.

15. Cooperation with the Inspector General and the Broward County Auditor

Pursuant to Broward County Charter, Article I, Section 10.01(B)(9), You must fully cooperate with any investigations conducted by the Broward County Inspector General. In addition, You must fully cooperate with any audits conducted by the Broward County Auditor.

16. Updates to Terms of Use.

The County may update these Terms of Use from time to time, with or without notice. Your continued access to and use of BPRO shall constitute Your continuing agreement to these Terms of Use.

17. Authority.

You warrant that (a) You are authorized, empowered, and able to enter into and fully perform Your obligations under these Terms of Use; and (b) Your performance of these Terms of Use will not conflict with or result in a breach or violation of any of the terms or provisions or contribute a default under any agreement to which You are a party. You further warrant that the person registering You to use and access BPRO is fully authorized to agree to these Terms of Use on Your behalf.

Last updated 2/13/2024.