



**Miami-Dade
Expressway Authority**
3790 NW 21st Street
Miami, Florida 33142
(305) 637-3277 Fax (305) 637-3281

Purchase Order

Fiscal Year 2021

Page 1 of 4

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

20-00

This Purchase Order is subject to MDX's General Terms and Conditions defined on the final page of this order.

Delivery must be made within doors of specified destination unless otherwise indicated on the front of this PO.

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GARY LAU
3790 NW 21ST STREET
MIAMI, FL 33142

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BIAS CORPORATION
1801 OLD ALABAMA RD SUITE #300
ROSWELL GA 30076

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GARY LAU
3790 NW 21ST STREET
MIAMI, FL 33142

Vendor Phone Number	Vendor E Mail	Requisition Number 54	Delivery Reference
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Date Ordered 07/20/2020	Vendor Number 2070	Date Required	Freight Method/Terms	Department/Location IT SYSTEMS HQ
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Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	ONE YEAR SUPPORT RENEWAL FOR T 1827NMQ818 ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59
2	1827NMQ819 ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59
3	1827NMQ81A ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59
4	1827NMQ81B ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59
5	1827NMQ81C ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59

PO Total

\$61,868.64

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
6	1827NMQ81D ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59
7	1827NMQ81E ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59
8	1827NMQ81F ORACLE STORAGE DRIVE ENCLOSURE DE3-24C, 24 10TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,878.590	\$1,878.59
9	1627NM200N ORACLE ZFS STORAGE ZS3-2: MODEL FAMILY CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$4,910.720	\$4,910.72
10	1627NM200M ORACLE ZFS STORAGE ZS3-2: MODEL FAMILY CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$4,910.720	\$4,910.72
11	1627NMT05E ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 20 8TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$2,419.290	\$2,419.29
12	1627NMT053 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 20 8TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,975.430	\$1,975.43
13	1627NMT054 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 20 8TB 7200 RPM CHARGE TO: 10999981-53308 10 - 17070	1.0	EACH	\$1,975.430	\$1,975.43
14	1627NMT055 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 20 8TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$1,975.430	\$1,975.43

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	10 - 17070				
15	1627NMT056 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 20 8TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$1,975.430	\$1,975.43
	10 - 17070				
16	1627NMT057 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 20 8TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$1,975.430	\$1,975.43
	10 - 17070				
17	1627NMT058 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 20 8TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$4,352.710	\$4,352.71
	10 - 17070				
18	1925NMQ809 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 24 14TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$1,975.020	\$1,975.02
	10 - 17070				
19	1925NMQ807 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 24 14TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$1,975.020	\$1,975.02
	10 - 17070				
20	1925NMQ80C ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 24 14TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$2,348.290	\$2,348.29
	10 - 17070				
21	1925NMQ80D ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 24 14TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$2,348.300	\$2,348.30
	10 - 17070				
22	1925NMQ80A ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 24 14TB 7200 RPM CHARGE TO: 10999981-53308	1.0	EACH	\$1,975.020	\$1,975.02
	10 - 17070				

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
23	1925NMQ808 ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 24 14TB 7200 RPM CHARGE TO: 10999981-53308 <i>10 - 17070</i>	1.0	EACH	\$1,975.020	\$1,975.02
24	1925NMQ80B ORACLE STORAGE DRIVE ENCLOSURE DE2-24C, 24 14TB 7200 RPM CHARGE TO: 10999981-53308 <i>10 - 17070</i>	1.0	EACH	\$1,975.020	\$1,975.02
25	1927XLA078 ORACLE ZFS STORAGE ZS7-2 CHARGE TO: 10999981-53308 <i>10 - 17070</i>	1.0	EACH	\$5,797.640	\$5,797.64


7/21/2020
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7-21-20

Procurement Manager

Date

Authorized Signatory

Date

MIAMI-DADE EXPRESSWAY AUTHORITY

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by or on behalf of Miami-Dade County Expressway Authority, doing business as Miami-Dade Expressway Authority (MDX). Pursuant to Chapter 212, Florida Statutes, MDX is Exempt from State of Florida Sales Tax by virtue of Exemption Certificate No. 85-8012583533C-9. Florida Retailers Occupation Tax, Use Tax and Municipal Retailers Occupation Tax do not apply to materials purchased by MDX. Vendors must not charge for any of these taxes.

1. **Acceptance of Contract:** This purchase order (P.O.) is MDX's offer to purchase the goods and/or services from the Vendor pursuant to the terms and conditions set forth herein. Upon acceptance of this P.O., by delivery of goods or performance of the services, this P.O. shall become a contract and subsequently binding upon the Vendor.
2. **Amendments:** No agreement or understanding to modify this P.O. shall be binding upon MDX unless in writing and signed by MDX's authorized agent. All specifications, drawings, data or any other related documentation submitted to the Vendor with this P.O. are hereby incorporated and made a part hereof.
3. **Uniform Commercial Code:** All applicable portions of the State of Florida Uniform Commercial Code shall govern contracts with MDX.
4. **Delivery:** All prices must be F.O.B. destination, freight prepaid. Vendor shall meet any established delivery date. If delivery dates cannot be met as agreed, the Vendor agrees to advise MDX, in writing, of the earliest possible delivery date for acceptance by MDX.
5. **Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which may for any reason occur prior to acceptance by MDX. No such loss, injury or destruction shall release Vendor from any obligations hereunder.
6. **Inspection:** Goods and/or materials must be properly packaged. Damaged goods and materials will not be accepted. Or, if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to MDX. MDX reserves the right to inspect the goods within a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
7. **Patents and Copyrights:** If an article sold and delivered to MDX hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless MDX, from and against all suits, claims, judgments and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such article(s) by MDX in violation or right under such patent or copyright.
8. **Non-Waiver of Rights:** No failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
9. **Material Safety Data Sheets (MSDS):** Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to MDX at the time of purchase, if applicable.
10. **Compliance with Laws:** The Vendor certifies that in performing this contract they will comply with all applicable provisions of federal, state and local laws, regulations, rules and orders.
11. **Laws Governing:** This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this agreement shall be in Miami-Dade County, Florida.
12. **Prevailing Wage:** It shall be the responsibility of the Vendor to ensure that wages paid to its employees comply with all applicable state and federal laws.
13. **Payment:** Method of Compensation: net 45 days. All invoices are to be addressed to the Bill To designee, as indicated on the front of this P.O., and must include the P.O. number, vendor's name and phone number, clearly list quantities, item descriptions and units of measure, as well as the MDX Work Program/Project number (if applicable). Failure to do so may result in payment delays at no cost to MDX.
14. **Warranty:** The Vendor warrants to MDX that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
15. **Indemnity:** Vendor shall defend, indemnify and hold harmless MDX, its officers, agents, employees and successors, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, to the extent they result directly from or out of any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Vendor, its agents or employees.
16. **Non-Discrimination:** The Vendor shall comply with all applicable state and federal civil rights laws.
17. **Travel:** The Vendor shall comply with MDX's Travel Policy posted on its website, should travel be required for vendors providing services or training on behalf of MDX.

MDX reserves the right to cancel this P.O. at any time, should the Vendor not comply with any of the Terms and Conditions herein. Vendor shall also adhere to the applicable provisions of the MDX Procurement Policy, and MDX Code of Ethics, as amended from time to time. Both policies are located on the MDX website: www.mdxway.com for reference.