

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/12/2024

Contract/Lease Control #: C24-3933-PUR

Procurement#: ITQ PUR 02-24

Contract/Lease Type: CONTRACT

Award To/Lessee: THE PUBLIC GROUP, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/04/2024

Expiration Date: 01/04/2025 W/ (4) 1 YR RENEWALS

Description of: ONLINE AUCTION SERVICES

Department: PUR

Department Monitor: MASON

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: DMASON@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND THE PUBLIC GROUP, LLC
CONTRACT ID C24-3933-PUR

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 4th, day of January, 2024, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and The Public Group, LLC, a foreign limited liability company, authorized to do business in the State of Florida, whose address is 3520 N. University Avenue, Provo, Utah 84605 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 91-2198986.

RECITALS

WHEREAS, the County is in need of a contractor to provide Online Auction Services (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County obtained sealed quotes from contractors to perform these Services. A copy of Contractor’s quote is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County at a fee of 10% Buyers Premium, as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference.

The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – ITQ PUR 02-24 and Contractor’s Quote;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Vendors on Scrutinized List Form.

2. Services. Contractor agrees to perform the following services, Online Auction Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal.

The Agreement will begin once both parties have signed and shall continue for one (1) year with the option for four (4) one (1) year renewals upon mutual agreement by both parties.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, for a fee of 10% Buyers Premium.

- a. Contractor shall submit a check for revenue proceeds monthly. The invoice shall indicate all items sold during the past auction. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for

litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	DeRita Mason Purchasing Manger 5489 A Old Bethel Rd. Crestview, FL 32536 dmason@myokaloosa.com 850-689-5960	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Zackary Corbett, Product Manager The Public Group, LLC 3520 N. University Avenue Provo, Utah 84605 801-932-7000 ext 153 zackaryc@thepublicgroup.com	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and

to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive quoting or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract

sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create

in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

THE PUBLIC GROUP, LLC:



Signature

Zackary Corbett

Printed Name

Product Manager

Title

OKALOOSA COUNTY, FLORIDA

BY: **John Hofstad** Digitally signed by John Hofstad
Date: 2024.01.04 10:48:32 -06'00'

John Hofstad, County Administrator

Attachment "A"
Quote from Contractor



INVITATION TO QUOTE (ITQ) & RESPONDENT'S ACKNOWLEDGEMENT

ITQ TITLE:
Online Auction Services

ITQ NUMBER:
ITQ PUR 02-24

ISSUE DATE:	November 13, 2023		
LAST DAY FOR QUESTIONS:	November 27, 2023	@	3:00 PM
ITQ OPENING DATE & TIME:	December 6, 2023	@	3:00 PM

NOTE: QUOTES RECEIVED AFTER THE QUOTE OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All quotes must be submitted electronically by the time and date listed above. Quotes may not be withdrawn for a period of ninety (90) days after the quote opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME The Public Group
MAILING ADDRESS 3520 N. University Avenue
CITY, STATE, ZIP Provo, Utah 84605
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 91-2198986
TELEPHONE NUMBER 801-932-7000 x 153 EXT: _____
FAX: 801-932-7001 EMAIL: zackaryc@thepublicgroup.com

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO QUOTE BY ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Zackary Corbett* PRINTED NAME: Zackary Corbett
TITLE: Product Manager DATE: 11/26/1987

**NOTICE TO RESPONDENTS
ITQ PUR 02-24**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed quotes until **3:00 p.m. (CST) December 6, 2023**, for Online Auction Services.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Quotes/View/QuotesList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the quote/quote description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. (CST) December 6, 2023**, at which time all timely submitted quotes will be opened and reviewed. The County reserves the right to award the quote to the lowest responsive respondent and to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting Agreement that is in its best interest and its decision shall be final.

For solicitation information, please contact:

DeRita Mason
Purchasing Manager
dmason@myokaloosa.com
850-689-5960

DeRita Mason

Digitally signed by DeRita
Mason
Date: 2023.11.07 07:34:36
-06'00'

DeRita Mason
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT A "TREY" GOODWIN, III CHAIRMAN

QUOTE REQUIREMENTS

Online Auction Services ITQ PUR 02-24

It is the intent of the County to solicit quotes from firms having expertise in providing online auction services of County owned surplus properties (assets). The required services shall include, but are not limited to, the following:

1. The contractor shall provide online auction services for surplus properties (assets) as designated by the County.
2. Listing of sale items (the list is a total compiled list of items to present to the Board of County Commissioners for sale at the Auction). The list shall be approved by the BCC prior to going live on the auction. If the item has a county item number, that number must be used in the description. If the item doesn't have a county number, the last four digits of the item serial number will need to be used.
3. Lot groupings (the lot groupings is the process of grouping 1 or more of like items to sell as a group)
4. Cataloging the items (to catalog, the vendor will need to put all items together before they go out to website)
5. Accomplishing the detailed description for the lot(s) (providing the detailed description of the product that is being advertised, including but not limited to: make, model, serial number, and any know defects)
6. Taking pictures and uploading of the pictures, lots and descriptions to the website
7. Customer Previews/Customer Pickups-must be picked within 30 business days of purchase. There must be two pickup days allotted for the customer which will be scheduled by the auctioneer. All items must be picked up within 5 business days, unless items are classified as heavy equipment and would require additional planning.
8. The County may withdraw any item from auction prior to it being sold.
9. The contractor shall have knowledge of and be compliant with all local, state, and federal laws and regulations regarding auction services and government owned surplus property (assets).
10. The County may impose minimum quote amounts on property at its discretion.
11. Contractor shall advertise and promote the County's online auction services, as necessary, at its own expense including but not limited to signage, newspaper ads, online ads, mailers, etc.
12. If the property is valued over \$5000.00, it will need to run for at least one week but no longer than two weeks prior to the sale. The newspaper must be a general circulation within the County or location of the items up for quote. (F.S 274.06)
13. Contractor shall hold auctions monthly, quarterly, or as mutually agreed upon by the contractor and the County. Auctions will normally be held at the Old Bethel location, however; there may be times when the auction will need to be held at other locations.
14. The County shall retain ownership over all property (asset) until such time as the property (asset) is successfully auctioned and transferred to the successful purchaser.

15. The books, records, documents and accounting procedures and practices of the contractor relevant to this service shall be subject to the inspection, examination, and audit by the County.
16. The County would also **require** the auctioneer to be one site to perform all of these additional process as the County is not able to physically participate in these areas due to staffing shortfalls.

Firms responding to this ITQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.

Firms shall include a copy of their Business License with their quote.

Compensation for Services:

The successful contractor shall receive a fixed percentage (Buyer's Premium) as indicated in the quote based on the sale price of the surplus property (asset) sold at auction.

The County shall not be responsible for any expenditure of monies or other expenses incurred by the contractor in making its proposal.

Reports and Invoices:

Contractor is required to provide the following records to ensure receipt and disposition of all property it sells for the County:

- Report including property (asset) description, County asset number if applicable, or make and/or model with serial number, sales price, auctioneer commission, reimbursement to County and quoter number.
- Complete quoter list including name, address, and assigned quoter number.
- Check must be delivered to County within four weeks of the sale.

TERM:

This agreement shall continue for a period of one (1) year and have four (4) one- year renewal periods upon mutual consent of all parties.

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County BCC at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL QUOTE CONDITIONS

1. PRE-QUOTE ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed to the below link:

<https://vrapp.vendorregistry.com/Quotes/View/QuotesList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

All questions or inquiries must be received no later than the last day for questions (reference ITQ & Respondent's Acknowledgement form). Any addenda or other modification to the ITQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Quotes/View/QuotesList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the quote documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their quote. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF QUOTE – The quote form is included with the quote documents. Additional copies may be obtained from the County. The respondent shall submit quotes in accordance with the public notice.

All blanks in the quote documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the quote signed. A quote price shall be indicated for each section, quote item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Quote", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any quote which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting quotes may be rejected.

A quote submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A quote submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A quote submitted by an individual shall show the respondent's name and official address.

A quote submitted by a joint venture shall be executed by each joint venture in the manner indicated on the quote form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the quote shall be shown.

If the respondent is an out-of-state corporation, the quote shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the quote form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF QUOTE DOCUMENTS** - Respondents shall use the original Quote documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Quote documents if sufficient space is not available. Any modifications or alterations to the original quote documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a quote. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original quote documents.
4. **SUBMITTAL OF QUOTE** – A quote shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified in the document.**
5. **MODIFICATION & WITHDRAWAL OF QUOTE** - A quote may be modified or withdrawn by an appropriate document duly executed in the manner that a quote must be executed and delivered to the place where quotes are to be submitted prior to the date and time for the opening of quotes.

If within 24 hours after quotes are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its quote, that respondent may withdraw its quote, and the quote security may be returned. Thereafter, if the work is requoted, that respondent will be disqualified from 1) further quoting on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.
6. **QUOTES TO REMAIN SUBJECT TO ACCEPTANCE** – All quotes will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the quote opening, but the County may, in its sole discretion, release any quote and return the quote security prior to the end of this period.
7. **IDENTICAL TIE QUOTES** - – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

- 8. CONDITIONAL & INCOMPLETE QUOTES** - Okaloosa County specifically reserves the right to reject any conditional quote and quotes which make it impossible to determine the true amount of the quote.
- 9. PRICING** – The quote price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that quote most responsive to our needs.
- 10. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this quote or resulting contract when deemed to be in the County’s best interest.
- 11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the quote specifications. Respondent must also explain any deviation from the quote specification in writing, as a foot note on the applicable quote page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their quote. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with quote specifications.
- 12. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the quote throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 13. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its quote:
- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.
 - g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF QUOTE

- A. Okaloosa County Review - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.
- B. The County will award the quote to the responsive and responsible vendor(s) with the lowest responsive quote(s), and the County reserves the right to award the quote to the respondent submitting a responsive quote with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all quotes or to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final. The County reserves the right to award to multiple vendors.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all quotes, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this quote and to accept the quote that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional quotes and will normally reject those which made it impossible to determine the true amount of the quote. Each item must be quote separately and no attempt is to be made to tie any item or items to any other item or items.

15. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a quote on a contract to provide goods or services to a public entity, may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their quotes the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the quote package.

19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Quotes will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

20. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

21. CONE OF SILENCE CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal quotes, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the quote package.

22. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071 (2) 2 sealed quotes, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the quotes, proposals, or final replies, whichever is earlier.

23. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

24. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 26. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the quote list for duration of one (1) year, at the option of the County.
- 27. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this quote from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

- 31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their quote/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>
- 32. AUTHORITY TO PIGGYBACK** – All respondents submitting a response to this Request for Quote agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period, should the respondent feel it is in their best interest to do so.
- a. Each governmental agency desiring to accept this proposal and make and award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of the ITQ. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.
- 33. BYRD ANTI LOBBYING (31 U.S. C. 1352)**– The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.
- 34. WORK HOUR AND SAFETY STANDARDS (40 U.S.C. 3701-3708)**– The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.
- 35. FINANCIAL STABILITY**– In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 36. SYSTEM OF AWARD MANAGEMENT (SAM.GOV).** If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a quote/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a quote/proposal may deem the vendors’ quote/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.
- 37.** Pursuant to section 287.05701, Florida Statutes, the County will not request any documentation of or consider a proposer’s social, political or ideological interests when determining if the proposer is a responsible proposer. The County will not give a preference to a proposer based upon the proposer’s social, political, or ideological interests.

38. The following documents shall be submitted with the quote packet. Failure to provide required forms may result in contractor disqualification.

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7: COMPANY DATA
RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
RESPONSE DOCUMENT #9: LIST OF REFERENCES
RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE
RESPONSE DOCUMENT #16: QUOTE RESPONSE SHEET
RESPONSE DOCUMENT #17: ANTI-COLLUSION STATEMENT
RESPONSE DOCUMENT #18: ITQ RESPONDENT’S ACKNOWLEDGE
RESPONSE DOCUMENT #19 CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above* (vendor provided form)

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no.” If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: x

NAME(S)

POTISTION(S)

FIRM NAME: The Public Group

BY (PRINTED): Zackary Corbett

BY (SIGNATURE): *Zackary Corbett*

TITLE: Product Manager

ADDRESS: 3520 N. University Avenue

 Provo, UT 84605

PHONE NUMBER: 801-932-7000 X 153

E-MAIL: Zackaryc@thepublicgroup.com

DATE: 11/26/2023

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 11/26/2023 SIGNATURE: 
COMPANY: The Public Group NAME: Zackary Corbett
ADDRESS: 3520 N. University Ave TITLE: Product Manager
Provo, UT 84605
E-MAIL: zackaryc@thepublicgroup.com
PHONE #: 801-932-7000 x 153

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITQ, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the quote (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after quotes are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Zackary Corbett representing The Public Group
Signature Company Name
on this 26th day of November 2023, I hereby agree to quote
by the County’s “Cone of Silence Clause” and understand violation of this policy shall result
in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

The Public Group

Proposer's Company Name

3520 N. University Avenue

Physical Address

Provo, UT 84605

Mailing Address

801-932-7000 x 153

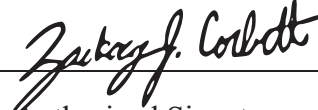
Phone Number

801-494-7370

Cellular Number

11/26/2023

Date



Authorized Signature – Manual

Zackary Corbett

Authorized Signature – Typed

Product Manager

Title

801-932-7001

FAX Number

801-494-7370

After-Hours Number(s)

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
ITQ PUR 02-24

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

Nothing received yet. 11/26/2023

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



ADDENDUM 1

November 28, 2023

ITQ PUR 02-24

ONLINE AUCTION SERVICES

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 1 is to answer questions received from vendors.

Question 1: Are digital/DocuSign signatures acceptable for the Response Documents?

Answer 1: Yes, we accept digital signatures.

Question 2: Could the County offer a comprehensive list the past two-year auction lots?

Answer 2: Yes, see attached.

Question 3: Page 3, Item 7 – Can you please clarify if the County requires items to be picked up within 5 business days or 30 business days?

Answer 3: The items should be picked up within 5 days of purchase, unless it is heavy equipment and would require special planning.

Question 4: Page 3, Item 7 – Will the County provide any personnel or equipment to help with customer pickups from their sites?

Answer 4: We will at our discretion, due to liability reasons.

Question 5: Page 3, Item 12 – To provide a worldwide reach of potential bidders, we have moved to an online advertisement model almost exclusively. Would online only advertisements be considered, or is the requirement of paper advertisements required by local governance?

Answer 5: Yes, it can be in an online newspaper in our local area, but it must be advertised in a local newspaper per local governance.

Question 6: Page 3, Item 12 – Will each item valued over \$5,000 need to be advertised separately, or can all items over \$5,000 be in one advertisement for the auction?

Answer 6: **They can be advertised together, but must be listed separately in advertisement.**

Question 7: Page 3, Item 13 – Would the County consider having vehicles transported to Vendor’s location(s) to stored, cataloged, imaged, and auctioned on the Vendor’s online auction platform? Transportation services can be coordinated by vendor.

Answer 7: **Yes**

Question 8: Page 15, Item 36 / Page 24, Response Document #8 – Is grant funding going to be used for this service? If not, is registration with [SAM.gov](https://sam.gov) necessary?

Answer 8: No, it will not be required.

Question 9: Page 30, Response Document #12 – Is this form for the Prime Vendor to complete or for any potential sub-contractors of the Prime Vendor to complete, or both?

Answer 9: Prime Vendor to complete

Question 10: Page 46, Response Document #15 – No steel, iron, or manufactured products are being procured with this service. Does the County still require us to fill out this form?

Answer 10: No, it is not required.

Question 11: Page 47, Response Document #16 – Only a Buyer Premium percent section is listed; does this mean a Seller’s Fee will not be permitted?

Answer 11: No

Question 12: Would the County accept an insurance provider with a minimum rating of A-?

Answer 12: No, County policy requires the A+ rating.

The bid opening remains December 6, 2023 at 3 p.m. (C.S.T.).

Filters (1)



Export and Remember

Export to Excel

Remember My Selections

Generate Sold Report

Okaloosa County, FL

Date range: 01 Jan 2021 - 31 Dec 2022

[Export to Excel](#)

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bid
6	6	Utility Trailer with Sprayer	Trailers	Chris Johnson	\$250.00	\$1,614.31	
12	12	Wooden Roll Top Desk	Furniture/Furnishings	Michael Nenni	\$25.00	\$676.00	
13	13	Meat Slicer	Kitchen Equipment	Winton Fulford	\$25.00	\$140.00	
14	14	Vending Machine	Vending Equipment	Shanta Washington	\$25.00	\$150.00	
					\$550.00	\$2,687.31	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
14	14	Vending Machine	Vending Equipment	Shanta Washington	-	-\$150.00	
16	16	Tennant 5560 Floor Scrubber	Janitorial Equipment	James Robey	\$25.00	\$25.00	
17	17	(1) Stone Gasoline Tamper	Tools, All Types	John Mateleska	\$25.00	\$57.00	
23	11774	Graco Cleaning System Pressure Washer 3040	Tools, All Types	Jordan Daugherty	\$25.00	\$25.00	
25	25	SC400 Carpet/Rug Extractor	Janitorial Equipment	christopher eubanks	\$50.00	\$50.00	
27	27	Stainless Steel 5 Well Serving Line w/Sink	Kitchen Equipment	william douglas	\$100.00	\$100.00	
					\$550.00	\$2,687.31	

Client Services

1-800-613-0156

Email

Live Chat (8 am - 8 pm ET)

Account Manager

Konnee Fifer



Okaloosa County BOCC
 5479A Old Bethel Rd
 Purchasing Dept
 Crestview, FL 32536-5512

Agency Contact: Olivia Tanner
 Invoice #: 23430-112022
 Invoice Date: November 2022
 Due Date: 30 Dec 2022

Asset Description	Inventory ID	Date Sold	Sold Fee %	Fee Certificate ID	Credit Date	Credit
ending Machine	14	23 Nov 2022	\$150.00 MIN	\$0.00* 14-1123221600-23430		
feat Slicer	13	23 Nov 2022	\$140.00 MIN	\$0.00* 13-1123221610-23430		
Wooden Roll Top Desk	12	23 Nov 2022	\$676.00 MIN	\$0.00* 12-1123221632-23430		
Utility Trailer with Sprayer	6	25 Nov 2022	\$1,614.31 MIN	\$0.00* 6-1125221632-23430		
			\$2,580.31	\$0.00		\$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
 If you have any problems or questions, please contact Accounting at Accounting@GovDeals.com.

Thank you!

* denotes fee was withheld by GovDeals

Total Fees: \$0.00
 Prior Sales Credits: \$0.00
 Current Credits: \$0.00
 Fees Withheld: \$0.00



Okaloosa County BOCC
 5479A Old Bethel Rd
 Purchasing Dept
 Crestview, FL 32536-5512

Agency Contact: Olivia Tanner
 Invoice #: 23430-122022
 Invoice Date: December 2022
 Due Date: 30 Jan 2023

Asset Description	Inventory ID	Date Sold	Sold Fee %	Fee Certificate ID	Credit Date	Credit
ending Machine	14	23 Nov 2022	\$150.00 MIN	\$0.00* 14-1123221600-23430	01 Dec 2022	\$0.00
ennant 5560 Floor Scrubber	16	20 Dec 2022	\$25.00 MIN	\$0.00* 16-1220221310-23430		
1) Stone Gasoline Tamper	17	20 Dec 2022	\$57.00 MIN	\$0.00* 17-1220221315-23430		
iraco Cleaning System Pressure Washer 3040	11774	20 Dec 2022	\$25.00 MIN	\$0.00* 23-1220221345-23430		
ic400 Carpet/Rug Extractor	25	20 Dec 2022	\$50.00 MIN	\$0.00* 25-1220221355-23430		
tainless Steel 5 Well Serving Line w/Sink	27	20 Dec 2022	\$100.00 MIN	\$0.00* 27-1220221405-23430		
			\$107.00	\$0.00		\$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
 If you have any problems or questions, please contact Accounting at Accounting@GovDeals.com.

Thank you!

* denotes fee was withheld by GovDeals

Total Fees: \$0.00

Prior Sales Credits: \$0.00

Current Credits: \$0.00

Fees Withheld: \$0.00

Deals



Sold Asset Report

Build Sold Asset Report



Customize and save your report selections for your specific requirements. Click "Remember My Selections" below. Access your saved selections anytime and choose individual items or select all to display the desired data.

Select All Items

Expand All | Collapse All

Asset (5) ▼

Buyer (1) ▼

Monetary (2) ▼

Sale Parameters (3) ▼

Filters - Optional

Filters (1)



Export and Remember

Export to Excel

Remember My Selections

Generate Sold Report

Okaloosa County, FL

Date range: 01 Jan 2023 - 28 Nov 2023

[Export to Excel](#)

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
1	18Z22211	HONDA RANCHER 4 WHEEL ATV	All Terrain Vehicles	Tristan Moore	\$100.00	\$1,550.00	
2	16980	Rigid Watter Jetter with Hose	Tools, All Types	kim schwerman	\$100.00	\$551.37	
3	11X19372	Scagg Riding Mower- Diesel Turf Tiger	Mowing Equipment	belcher griffin	\$100.00	\$2,575.00	
4	14X20486	Hustler Super Z Zero Turn Mower	Mowing Equipment	Brad Parker	\$100.00	\$775.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bid
5	19Z22599	2019 Honda Rancher ATV	All Terrain Vehicles	Tristan Moore	\$100.00	\$1,425.00	
7	003X15136	John Deere 6X4 Gator (W/Windshield)	Golf Course Equipment	CATHY BURLISON	\$100.00	\$1,925.99	
8	20Z22928	2020 Honda Rancher ATV	All Terrain Vehicles	Tristan Moore	\$100.00	\$2,350.00	
9	0097Z6368	Honda Generator with Battery Start	Generators	william adams	\$100.00	\$100.00	
10	000016552	Speed Queen Dryer	Laundry Equipment	Frank Coburn	\$10.00	\$10.00	
11	11	Magic Chef Mini Refrigerator	Kitchen Equipment	Thomas Daw	\$5.00	\$5.00	
14	14	Vending Machine	Vending Equipment	Dowlas Spalding	\$15.00	\$42.00	
15	15	(5) File Cabinets	Office Equipment/Supplies	Brian Hull	\$5.00	\$5.00	
18	22818	(1) Fellow's Paper Shredder 425Ci	Office Equipment/Supplies	DEAN LAVALLEE	\$5.00	\$5.00	
19	14693	(1) Speed Queen Commercial Washing Machine	Laundry Equipment	Amanda Harris	\$5.00	\$5.00	
20	20	(1) Speed Queen Commercial Dryer	Laundry Equipment	Jean-Jacques DeLisle	\$5.00	\$5.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
20		20 (1) Speed Queen Commercial Dryer	Laundry Equipment	Jean-Jacques DeLisle	-	-\$5.00	
24		24 Gendron Portable Wheelchair Toilet	Medical Equipment and Supplies	Michael Spafford	\$20.00	\$20.00	
26		26 Perfect Commercial Vacuum	Janitorial Equipment	Dery Barrios	\$25.00	\$25.00	
28		28 4 UPS Systems & 6 Dell Servers	Computers, Parts, and Supplies	Nicholas Hatton	\$50.00	\$360.00	
29		29 5 Dell Laptops & 7 HP ProOne 400 G1 ALL in One Computers	Computers: Laptops	Anthony Mensah	\$50.00	\$260.00	
30		30 18-Elite Desktop 800 Desktop Mini	Computers, Parts, and Supplies	Rodolfo Elvir	\$100.00	\$803.00	
31		31 2 Camcorders and 4 Digital Cameras	Audio/Visual Equipment	Tyler Rodriguez	\$100.00	\$100.00	
32		32 6 Printers (3 Epson, 2 Brother, 1 Fujitsu)	Printing and Binding Equipment	Kevin Smith	\$5.00	\$5.00	
33		33 Ritter Ultraclave M9 Sterilizer	Medical Equipment and Supplies	Sammy Van	\$10.00	\$625.00	
34		Lot 1 (6) iPads, (15) Cases, (3) New Cases	iPads, Tablets, and eReaders	William Johnston	\$50.00	\$380.00	
34		Lot 1 (6) iPads, (15) Cases, (3) New Cases	iPads, Tablets, and eReaders	William Johnston	-	-\$380.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
35	Lot 2	A Misc. Lot of Computer Parts/Supplies	Computers, Parts, and Supplies	Justin Seales	\$50.00	\$100.00	
36	Lot 3	A Misc. Lot of Computer Parts/Supplies	Computers, Parts, and Supplies	Jonathan Penn	\$50.00	\$185.00	
37	Lot 4	5-Samsung Monitors, 1 Dell All In One Computer	Computer Monitors	Bobbi Stephenson	\$50.00	\$170.25	
38	Lot 5	A Misc. Lot of Computer Parts/Supplies	Computers, Parts, and Supplies	JAVIER SALAZAR	\$50.00	\$94.88	
39	Lot 6	A Misc. Lot of Computer Parts/Supplies	Computers, Parts, and Supplies	Randy Garrison	\$50.00	\$100.00	
40	Lot 7	A Misc. Lot of Switches (21 Total)	Computers, Parts, and Supplies	Randy Davis	\$50.00	\$62.00	
41	Lot 8	A Misc. Lot of Switches (26Total)	Computers, Parts, and Supplies	Randy Davis	\$50.00	\$50.00	
42	Lot 9	A Misc. Lot of Switches (6Total)	Computers, Parts, and Supplies	Yuri Kostovetskiy	\$25.00	\$5,600.00	
43	Lot 10	3-Dell Laptops, 1-HP Laptop, 1-Shredder	Computers, Parts, and Supplies	Randy Davis	\$25.00	\$25.00	
44	Lot 11	A Misc. Lot of Computer & Computer	Computers, Parts, and Supplies	Randy Davis	\$25.00	\$188.88	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	B
		Parts/Supplies					
45	Lot 12	(1) Ricoh Copier, (1) Canon Copier, (1) Kiosk Machine	Printing and Binding Equipment	Kevin Smith	\$15.00	\$22.00	
46	Lot 13	(4) Scott Air Respirators W/Cases	Medical Equipment and Supplies	Christina Alconcel	\$25.00	\$39.79	
47	Lot 14	(1) EKG Machine	Medical Equipment and Supplies	Susan Vidaurre	\$20.00	\$52.00	
48	19269	80 Quart Mixer	Kitchen Equipment	Aubrey Waznis	\$100.00	\$1,550.00	
49	7X17653	Ride on Spreader	Mowing Equipment	Jonathan Moorman	\$100.00	\$325.00	
50	14X20380	John Deere Riding Mower	Mowing Equipment	richard fineout	\$100.00	\$1,775.00	
51	12Z19887	Diaphragm Pump w/Hoses	Pump	Kevin Smith	\$50.00	\$62.00	
52	15X20968	Riding Mower Zero Turn	Mowing Equipment	charles holtzclaw	\$100.00	\$1,976.00	
53	T9199	Spool Trailer	Trailers	David White	\$50.00	\$87.00	
54	17495	Pump with sprayer	Pump	Kevin Smith	\$50.00	\$50.00	
55	21122, 21128	Demo Saws and Parts	Tools, All Types	nevin king	\$50.00	\$275.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
56	56	(3) Root Cutters	Mowing Equipment	richard fineout	\$75.00	\$370.00	
57	16499	Pipe Cutter	Industrial Equipment, General	Kevin Smith	\$25.00	\$235.00	
58	58	Air Cutter w/accessories	Industrial Equipment, General	richard fineout	\$100.00	\$360.99	
59	10X18854	Riding Mower 60" Cut	Mowing Equipment	charles holtzclaw	\$100.00	\$1,125.00	
60	99X8563	Hustler walk behind mower	Mowing Equipment	Kevin Smith	\$100.00	\$385.00	
61	03X15088	Scissor Lift 2 Man	Industrial Equipment, General	Richard Thomas	\$100.00	\$1,300.00	
62	62	1-Toshiba E Studio 3530C Copier	Printing and Binding Equipment	adam Houssini adam Houssini	\$15.00	\$15.00	
63	63	1-Raymer Sound SYstem w/Microphone	Audio/Visual Equipment	Alan Graham	\$15.00	\$15.00	
64	64	5-Dell Inspiron Laptops, 1-Dell Latitude 5530, 1-Backup UPS LS-700	Computers: Laptops	Michael McGuire	\$50.00	\$52.00	
65	65	2-Dell Laptops, 4-Lattitude Laptops, 1-Backup CS 500, 1-Backup XS-1500	Computers: Laptops	adam Houssini adam Houssini	\$50.00	\$54.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
66		6-Dell Laptops, 1-Back UPS-LS 700	Computers: Laptops	Michael McGuire	\$50.00	\$52.00	
67		1-Dell Latitude, 1-Dell Latitude E5540, 3-Macom Radios w/Charger	Computers: Laptops	adam Houssini adam Houssini	\$50.00	\$50.00	
68		2-Think Servers, 1-Battery Module, 1-Dell APC Backup	Computers, Parts, and Supplies	Jay Murphy	\$25.00	\$25.00	
71		6-Dell Inspiron Laptops, 1-Fujitsu Scanner	Computers: Laptops	adam Houssini adam Houssini	\$50.00	\$50.00	
72		5 Catalysts, 1-Cisco SG350-28, 1-Cisco 2960	Computers, Parts, and Supplies	Robert Sybert	\$50.00	\$50.00	
75		1-Fujitsu Scanner, 3-D-Kink 3028 Switches, 1-Netgear Switch, 2-Dell Switches, 1 Planet Switch	Compressor Parts and Accessories	Richard Brethauer	\$1.00	\$1.00	
76		2-Lenovo All in one Computers	Computers: Desktops and All-In-Ones	Alan Graham	\$50.00	\$62.00	
79		3-Logitech Keyboards, 6 Optiplex Laptops	Computers, Parts, and Supplies	John Williams	\$50.00	\$130.00	
80		3 Epson Printers, 2-Brother Printers, 2-Verifone VX805	Printing and Binding Equipment	Brandy Merrifield	\$50.00	\$50.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
		Readers, 1-Fujitsu Scanner					
82		1-Eason DS530 Scanner, 4-Switches	Computers, Parts, and Supplies	Richard Brethauer	\$50.00	\$50.00	
83		2-Dell Monitors, 3-Logitech Keyboards, 2-Optiplex 3010, 1-Optiplex 990	Computers, Parts, and Supplies	John Williams	\$50.00	\$50.00	
84		11-Butler Server Stands	Kitchen Equipment	Allison Craig	\$15.00	\$21.00	
85		1-Sharp MX-3140	Printing and Binding Equipment	adam Houssini adam Houssini	\$25.00	\$25.00	
87		1-Sharp MX-3111U Copier	Printing and Binding Equipment	Brandy Merrifield	\$25.00	\$25.00	
88		1-Sharp MX B402SC Copier	Printing and Binding Equipment	adam Houssini adam Houssini	\$25.00	\$25.00	
89		(2) 2-Door Storage Units	Office Equipment/Supplies	Bobby Light	\$25.00	\$72.00	
90		1-3040 Optiplex, 3-3050 Optiplex, 1-Cyberpower 550VA, 1-Back UPS CS-500	Computers, Parts, and Supplies	John Williams	\$50.00	\$88.00	
91		4- Dell Vosteo 131 Laptops	Computers: Laptops	adam Houssini adam Houssini	\$50.00	\$60.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bid
92		92 4-Dell Vosteo 131 Laptops	Computers: Laptops	Marlise Nott	\$50.00	\$62.00	
93		93 (2) 2-Door Storage Units (1-black, 1-white)	Office Equipment/Supplies	Bobby Light	\$25.00	\$60.00	
94	05X16389	Batwing Bush Hog Mower	Mowing Equipment	Shawn Foxall	\$50.00	\$3,126.00	
95	14U19698	Kubota 4x4 Tractor	Tractor - Farm	Brian Froedge	\$100.00	\$16,800.00	
96	16U21330	Kubota Tractor	Tractor - Farm	Brian Froedge	\$100.00	\$14,200.00	
97		97 4-Viewsonic Monitors, 2-Samsung Monitors, 1-Dell Keyboards	Computers, Parts, and Supplies	Brandy Merrifield	\$25.00	\$25.00	
101		101 1-Logitech Keyboard, 1-Samsung Monitor, 2 Optiplex Computers	Computers, Parts, and Supplies	Brandy Merrifield	\$25.00	\$25.00	
102		102 2-Apple iPads, 3 Dell Laptops, 1-APC Back Ups	Computers, Parts, and Supplies	jerold smith	\$25.00	\$110.00	
103		103 1-D-Link Switch & 4-Catalysts	Computers, Parts, and Supplies	Alan Graham	\$25.00	\$25.00	
107		107 2-Dell Poweredge, 1-Pelco Digital Sentry, 1-Server Rack with Keyboard	Computers, Parts, and Supplies	Randy Garrison	\$25.00	\$76.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
108	108	3-Apple iPads, 3-Dell Laptops, 1-Back UPS, 1-Scanner	Computers, Parts, and Supplies	jerold smith	\$50.00	\$120.00	
109	109	1-IBM Typewriter	Office Equipment/Supplies	Christopher Post	\$10.00	\$10.00	
110	110	4-Digital Dimmer System DS12, 1 Conference Call Speaker, 1-Elite Desk HP 800 G5 Mini	Office Equipment/Supplies	Matt Cressman	\$25.00	\$110.49	
111	111	2-Dell Inspiron All in one	Computers, Parts, and Supplies	Michael McGuire	\$25.00	\$25.00	
113	113	Mics. Lot of Computer/Office Equipment	Computers, Parts, and Supplies	Jennifer Claassen	\$10.00	\$14.00	
116	116	3-Dell Optiplex 3020 Towers	Computers: Desktops and All-In-Ones	William Stewart	\$25.00	\$30.00	
117	117	1-Dell Optiplex 3020 Tower & 2-Optiplex Dell 3040 Towers	Computers: Desktops and All-In-Ones	Andrew Buxton	\$25.00	\$32.00	
119	119	1-Logitech Keyboard, 2 HPZ230 Workstations, 1-Optiplex 3040 Dell, 1-Planar Monitor	Computers, Parts, and Supplies	William Stewart	\$50.00	\$50.00	
120	120	1-Optiplex 3010, 1-HP Z240, 1-Dell Optiplex	Computers, Parts, and Supplies	William Stewart	\$20.00	\$34.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
		5050					
121	121	1-Back UPS 500 APC, 3-Dell Optiplex	Computers, Parts, and Supplies	William Stewart	\$20.00	\$24.00	
122	122	1-Back UPS 500 APC, 4-Dell Optiplex, 1- Keyboard Longitech	Computers, Parts, and Supplies	William Stewart	\$25.00	\$25.00	
123	123	1-Back UPS 500 APC, 2-Dell Optiplex	Computers, Parts, and Supplies	William Stewart	\$25.00	\$25.00	
124	124	1-Keyboard Longitech, 2-Optiplex	Computers, Parts, and Supplies	William Stewart	\$25.00	\$29.00	
125	125	4-File Cabinets	Office Equipment/Supplies	Tiffany Jones	\$20.00	\$41.00	
126	126	Spray Machine Type # 9278 - 16357	Tools, All Types	James Sellers	\$1.00	\$102.00	
127	127	SPRAY MACHINE TYPE # 12210	Tools, All Types	James Sellers	\$1.00	\$102.00	
128	128	SPRAY MACHINE TYPE # 03715401	Tools, All Types	Todd Williamsoson	\$1.00	\$52.00	
129	129	SPRAY MACHINE TYPE # 13486	Tools, All Types	Allison Craig	\$1.00	\$25.00	
130	130	SPRAY MACHINE TYPE # 13485	Tools, All Types	Todd Williamsoson	\$1.00	\$29.00	
131	131	SPRAY MACHINE TYPE # 13424	Tools, All Types	amy mccartney	\$1.00	\$27.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
131		131 SPRAY MACHINE TYPE # 13424	Tools, All Types	amy mccartney	-	-\$27.00	
132		132 LARVICIDING MACHINE TYPE # 093Z10731	Tools, All Types	James Sellers	\$1.00	\$122.00	
133		133 SPRAY MACHINE TYPE # 13483	Tools, All Types	Todd Williamsoson	\$1.00	\$150.75	
134		134 SPRAY MACHINE TYPE # 9795	Tools, All Types	James Sellers	\$1.00	\$79.50	
135		135 SPRAY MACHINE TYPE # 12691	Tools, All Types	Allison Craig	\$1.00	\$41.00	
137	Lot B	40 KW Generator	Power Generation, Transmission, and Distribution Equipment	amy mccartney	\$100.00	\$230.00	
137	Lot B	40 KW Generator	Power Generation, Transmission, and Distribution Equipment	amy mccartney	-	-\$230.00	
137	Lot B	40 KW Generator	Power Generation, Transmission, and Distribution Equipment	David Summers	\$230.00	\$230.00	
138	05Z15689	Kohler 80 KW Generator	Power Generation, Transmission, and Distribution Equipment	Mikey Patton	\$100.00	\$850.00	
139	05215683	Katolight 200KW Generator	Power Generation, Transmission, and Distribution Equipment	Mikey Patton	\$100.00	\$3,550.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
			Distribution Equipment				
141	97Z6405	Kohler 100KW Generator	Power Generation, Transmission, and Distribution Equipment	Randall Smith	\$100.00	\$100.00	\$100.00
142	01	Lorex Observation System	Audio/Visual Equipment	Tracy Reese	\$10.00	\$14.00	\$14.00
143	02	9 Medical Cardio Equipment	Medical Equipment and Supplies	James Rudnik	\$25.00	\$110.00	\$110.00
145	04	Lincoln Electric Welder	Welding Equipment	Glenn Hill	\$15.00	\$800.00	\$800.00
149	08	Stryker Stair Chair	Medical Equipment and Supplies	James Hopkins	\$15.00	\$15.00	\$15.00
150	09	MOBI Pro EVAC Stair Chair	Medical Equipment and Supplies	Kyle Johnson	\$15.00	\$52.00	\$52.00
152	011	Wacker Pump	Pump	Phillip Garrett	\$25.00	\$62.00	\$62.00
153	012	New Holland Hydraulic Hammer Attachment	Tools, All Types	Phillip Garrett	\$15.00	\$300.00	\$300.00
154	013	Shark 24" Reamer	Tools, All Types	Phillip Garrett	\$25.00	\$900.00	\$900.00
155	014	WMI Soil & Turf Installer	Agriculture Equip/Commodities	Jose Lira	\$20.00	\$5,500.00	\$5,500.00
155	014	WMI Soil & Turf Installer	Agriculture Equip/Commodities	Jose Lira	-	-\$5,500.00	-\$5,500.00
					\$8,461.00	\$120,120.39	\$120,120.39

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
155	014	WMI Soil & Turf Installer	Agriculture Equip./Commodities	eric ranew	\$20.00	\$5,950.00	
156	015	John Deere Gator 6X4 Utility Vehicle	All Terrain Vehicles	Joe Colston	\$25.00	\$1,225.00	
157	016	Honda Rancher ATV	All Terrain Vehicles	bernardo froese wall	\$25.00	\$1,325.00	
158	017	Chain Hoist	Industrial Equipment, General	clinton mears	\$10.00	\$54.00	
159	91T17370	Walker Tanker Trailer	Trailers	Reuben Canton	\$500.00	\$13,700.00	
160	07Z17531	2007 Polaris Ranger ATV 6x6	All Terrain Vehicles	Roberto Leon	\$300.00	\$4,900.00	
161	071K6024	Clark Gas Forklift	Forklifts	thomas romano	\$200.00	\$1,551.00	
163	000T9800	Enclosed Trailer	Trailers	Danny Schenzel	\$300.00	\$1,625.00	
164	05T15790	14' Elite Utility Trailer	Trailers	gene polk	\$300.00	\$1,025.00	
165	00T9468	Tex Enclosed Trailer	Trailers	luis mogollon	\$300.00	\$1,250.00	
166	002G14587	International Roll Off Truck with Grapple Loader	Trucks, Heavy Duty 1 ton and Over	tom grothues	\$500.00	\$9,100.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
168	20887	70" Sharp Display Board	Audio/Visual Equipment	David LEACH	\$25.00	\$25.00	
169	169	3 Dell Venue Pro 7130 Tablet Computers	iPads, Tablets, and eReaders	Jonathan Adkinson	\$35.00	\$35.00	
170	170	2 Pipe Horn Underground Cable Locators	Public Safety and Control	Jonathan Adkinson	\$30.00	\$268.50	
171	08X17606	John Deere Gator Utility Vehicle	All Terrain Vehicles	mirosław gasior	\$75.00	\$330.00	
172	05Z16020	John Deere Gator 4x2	All Terrain Vehicles	Tony Bobe	\$100.00	\$600.00	
173	11X19839	John Deere Gator 4X2	All Terrain Vehicles	Tony Bobe	\$100.00	\$1,000.00	
174	21684	HP Plotter	Office Equipment/Supplies	Peter Abdelseed	\$15.00	\$143.00	
175	20676	Altec Hand Held Loop Calibrator	Electrical Supplies	Jonathan Adkinson	\$50.00	\$102.00	
176	04X15424	Kubota Zero Turn Mower	Mowing Equipment	Michael Harvey	\$100.00	\$610.00	
177	177	Scag Cheetah Zero Turn Mower	Mowing Equipment	Tony Bobe	\$75.00	\$975.00	
178	Lot 1	Lot of Disk Array Enclosures with Extra Accessories	Computers, Parts, and Supplies	Tristan Sloan	\$25.00	\$210.00	
					\$8,461.00	\$120,120.39	

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bi
179	Lot 2	4 Powered Servers	Computers, Parts, and Supplies	Tristan Sloan	\$25.00	\$110.00	
180	Lot 3	Lot of Servers & Processor	Computers, Parts, and Supplies	Joe Moore	\$25.00	\$102.00	
181	Lot 4	Lot of Servers & Switches	Computers, Parts, and Supplies	Vincent LaBella	\$25.00	\$30.00	
					\$8,461.00	\$120,120.39	

Client Services

1-800-613-0156

Email

Live Chat (8 am - 8 pm ET)

Account Manager

Konnee Fifer

Email

Account Information

Account Number: 23430

Okaloosa County, FL

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: The Public Group

Physical Address & Phone #: 3520 N. University Avenue
Provo, Utah 84605

Contact Person (Typed-Printed): Zackary Corbett

Phone #: 801-932-7000 x 153

Cell #: 801-494-7370

Federal ID or SS #: 91-2198986

DUNNS/SAM #: H4MLYJWANVR9

Respondent's License #: _____

Additional License – Trade and Number _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

DBE/Minority Number: _____

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: The Public Group

Entity Address: 3520 N. University Avenue Provo, UT 84605

Sam.gov Unique Entity Identifier: H4MLYJWANVR9

CAGE Code: _____

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Orange County
1800 Cypress Lake Dr. Orlando, FL 32837
Contact Person: Bryan Lefils Telephone # ((407)) 254-9335
*Email: bryan.lefils@occompt.com

2. Owner's Name and Address: State of Florida
407 S. Calhoun St. Tallahassee, FL 32399
Contact Person: Sarah South Telephone # ((850)) 617-7093
*Email: sarah.south@fdacs.gov

3. Owner's Name and Address: City of Boca Raton
201 W. Palmetto Park Road Boca Raton, FL 33432
Contact Person: George Hershewe Telephone # ((561)) 347-5214
*Email: ghershewe@myboca.us

4. Owner's Name and Address: City of Hollywood
2600 Hollywood Blvd Hollywood, FL 33020
Contact Person: Warren Winston Telephone # ((954)) 967-4555
*Email: wwinston@hollywoodfl.org

5. Owner's Name and Address: Alachua County
5620 NW 120th Lane Gainesville, FL 32653
Contract Person: Gerald Bailey Telephone # ((352)) 548-1259
*Email: gbailey@alachuacounty.us

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each quote or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Zackary Corbett

Name and Title of Contractor's Authorized Official

11/26/2023

Date

**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for _____

2. This sworn statement is submitted by _____

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any quote or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which quotes or applies to quote on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____

Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Zackary Corbett - Product Manager

Printed Name and Title of Authorized Representative


Signature

11/26/2023

Date

GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *SOLICITATION*

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all

necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their quote submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):

Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Quote

Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or quotes/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in

accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration

(FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR §

200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System

(FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *a resulting contract*.

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The Product Manager on behalf of The Public Group
the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: 11/26/2023
COMPANY: The Public Group
ADDRESS: 3520 N. University Ave.
Provo, Utah 84605

E-MAIL: zackaryc@thepublicgroup.com
PHONE NO.: 801-932-7000 x 153

SIGNATURE: 
NAME: Zackary Corbett
TITLE: Product Manager

Standard Contract Clauses

Exhibit “B”

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive quoting, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its FACILITY as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the

Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - i. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

RESPONSE DOCUMENT #15-BUY AMERICA CERTIFICATES

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each quoter or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The quoter or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 11/26/2023
SIGNATURE: *Zackary J. Corbett*
COMPANY: The Public Group
NAME: Zackary Corbett
TITLE: Product Maager

Certificate of Non-Compliance with Buy America Requirements

The quoter or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____

RESPONSE DOCUMENT #16: QUOTE RESPONSE SHEET

Quote Number: ITQ PUR 02-24

Quote Description: ONLINE AUCTION SERVICES

Fixed Percentage (Buyer's Premium) for Vehicles and Heavy Equipment: 10 %

Fixed Percentage (Buyer's Premium) for all other property (assets): 10 %

Remarks:

No additional fees

RESPONSE DOCUMENT #17-ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed quoter has not divulged to, discussed or compared his quote with other quoters and has not **colluded with any other quoter or parties to quote whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from quote list(s).

The Public Group

Quoter's Company Name

3520 N. University Ave.

Address

Provo, UT 84605

Address

801-932-7000 X 153

Phone #

91-2198986

Federal ID # or SS #

Zackary Corbett

Authorized Signature – Manual

Zackary Corbett

Authorized Signature – Typed

Product Manager

Title

801-932-7001

Fax #

Date Submitted: 11/26/2023

Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this

project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each (A combined single limit)
3. Commercial General Liability Bodily	\$1M each occurrence for Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County BCC at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 0224 Tracking Number: 5037-24
Procurement/Contractor/Lessee Name: The Public Group, LLC Grant Funded: YES ___ NO X
Purpose: Online Auction Sales
Date/Term: Yes w/ 1 yr renewal 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: Revenue
Department: PKR Dept. Monitor Name: Mason

Purchasing Review
Procurement or Contract/Lease requirements are met: DeRita Mason Date: 12-22-23
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: NO federal bid Grant Name: _____ Date: _____
Grants Coordinator: _____ Suzanne Ulloa

Risk Management Review
Approved as written: see email attached Date: 12-28-23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review
Approved as written: see email attached Date: 1-3-24
County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, January 3, 2024 10:56 AM
To: DeRita Mason; Odessa Cooper-Pool
Cc: Kerry Parsons
Subject: Re: The Public Group, LLC
Attachments: The Public Group draft agreement 1.3.24.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, December 28, 2023 11:11:33 AM
To: Odessa Cooper-Pool
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: The Public Group, LLC

Good morning,

Page 82 refers to the where they will be in the contract. I can remove from the PDF. It will need to stay on page 5 since that was part of the original ITQ.

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office: (850) 689-5960 Ext. 6966
Cell: (850) 826-8010

DeRita Mason

From: Odessa Cooper-Pool
Sent: Thursday, December 28, 2023 10:51 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: RE: The Public Group, LLC

Thank you DeRita,

The agreement for The Public Group, LLC has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, December 28, 2023 10:47 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: RE: The Public Group, LLC

Yes, I removed the draft agreement from the PDF.

DeRita Mason



