

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/12/2021

Contract/Lease Control #: C18-2680-PUR

Procurement #: ITB PUR 22-18

Contract/Lease Type: CONTRACT

Award To/Lessee: BIDILLA, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/12/2018

Expiration Date: 02/11/2022 W/1 1 YR RENEWALS

Description of: ONLINE AUCTION SALES

Department: PUR

Department Monitor: DOUGLAS

Monitor's Telephone #: 850-689-5960

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

Closed:

Cc: BCC RECORDS



# CONTRACT/LEASE RENEWAL FORM

Date: February 10, 2021  
 Company: Bidilla, Inc.  
 Attn: Jeffrey Butirro, CEO  
 Address: 918 Abbiegail Dr  
 City, St, Zip: Tallahassee, FL 32303  
 RE: Online Auction Sales C18-2680-PUR

CONTRACT#: C18-2680-PUR  
 BIDILLA, INC.  
 ONLINE AUCTION SALES  
 EXPIRES: 02/11/2022 W/1 1 YR RENEWAL

Dear Mr. Butirro

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2680-PUR for an additional term. The contract renewal period will be 02/12/2021 to 02/11/2022. The annual budgeted amount for this contract is \$ revenue. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
 Signature: Faye Douglas Digitally signed by Faye Douglas  
 Date: 2021.02.12 09:30:31 -0600

Contractor: [Signature]

Date: \_\_\_\_\_

Approved By: Jeffrey A Hyde Digitally signed by Jeffrey A Hyde  
 Date: 2021.02.12 08:52:44 -0600  
 (as prescribed below on item 1)

Approved By: Jeffrey Butirro

Date: \_\_\_\_\_

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)

Title: CEO

Date: \_\_\_\_\_

Date: 2/11/2021

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02-12-2018

Contract/Lease Control #: C18-2680-PUR

Procurement#: ITB PUR 22-18

Contract/Lease Type: CONTRACT

Award To/Lessee: BIDILLA, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/12/2018

Expiration Date: 02/11/2021 W/2 1 YR RENEWALS

Description of Contract/Lease: ONLINE AUCTION SALES

Department: PUR

Department Monitor: KISELA

Monitor's Telephone #: 850-689-5960

Monitor's FAX # or E-mail: GKISELA@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C18-2680-PUR Tracking Number: 296818  
Procurement/Contractor/Lessee Name: Bididla, Inc. Grant Funded: YES \_\_\_ NO X  
Purpose: amerchut  
Date/Term: 2-11-21 w/ 21 year renewal 1.  GREATER THAN \$100,000  
Amount: Revenue 2.  GREATER THAN \$50,000  
Department: PUR 3.  \$50,000 OR LESS  
Dept. Monitor Name: Kisela

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 3-23-18  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**

Approved as written:  
[Signature] Date: 3/23/18  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: no insurance sheet Date: 3-23-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 3-23-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, March 23, 2018 11:38 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** Re: C18-2680-PUR Amendment

This is approved for legal purposes.

Sent from my iPhone

> On Mar 23, 2018, at 12:17 PM, DeRita Mason <dmason@myokaloosa.com> wrote:

>

> I thought I sent this to you. Please review the attached.

>

> -----Original Message-----

> From: jfkikta@bidilla.com [mailto:jfkikta@bidilla.com]

> Sent: Wednesday, March 14, 2018 2:24 PM

> To: DeRita Mason <dmason@co.okaloosa.fl.us>

> Cc: jbutirro@bidilla.com

> Subject: C18-2680-PUR Amendment

>

> DeRita,

>

> Please find proposed language for an amendment to contract C18-2680-PUR, that corrects our address and adds the language we discussed yesterday.

> This language provides for a payment of a portion of the Buyer's Premium to the County or any entity piggybacking the agreement who perform certain tasks. As you recall, we offer this to other entities, and this may be beneficial to some who piggyback the agreement.

>

> Thank you,

>

> Joseph F. Kikta

>

> Joseph F. Kikta, GPPA, CES

> Graduate Personal Property Appraiser,

> Certified Estate Specialist,

> Auctioneer, FL AU4236, GA AU4108, VA 2907004318 Real Estate Broker, FL BK3255822

>

>

> Joseph F. Kikta

> Licensed Real Estate Broker

>

> Bidilla, Inc.

> 336 E College AV, STE 108

> Tallahassee, FL 32301-1554

> 850-778-3003

> <http://www.bidilla.com>

> FL AB3574

**FIRST AMENDMENT TO  
C18-2680-PUR  
Bidilla, Inc.**

THIS FIRST AMENDMENT entered into this 30<sup>th</sup> day of March, 2018, hereby amends C18-2680-PUR, dated February 12, 2018 by and between Okaloosa County, Florida, (hereinafter the "County") and Bidilla, Inc. (hereinafter the "Contractor").

**WHEREAS**, on February 12, 2018 the parties entered into contract C18-2680-PUR, to provide Online Auction Services; and

**WHEREAS**, the contract reflects Contractor's principal address as 918 Abbiegail Dr., Tallahassee, FL 32303; and

**WHEREAS**, Contractor's current principal address is 336 E. College AV, Suite 108, Tallahassee, Florida 32301-1554; and

**WHEREAS**, Contractor responded to ITQ PUR 22-18; and

**WHEREAS**, throughout its response to ITQ PUR 22-18, Contractor listed its address as 336 E. College AV, Suite 108, Tallahassee, Florida 32301-1554; and

**WHEREAS**, Contractor offers a portion of their buyer's premium to other clients who perform certain tasks as an additional payment; and

**WHEREAS**, contract C18-2680-PUR is a cooperative purchase contract that can be "piggybacked" by other entities; and

**WHEREAS**, this additional payment may be beneficial to the County, or other entities cooperatively utilizing this contract by "piggybacking" C18-2680-PUR.

**NOW, THEREFORE**, in consideration of mutual covenants herein and other goods and valuable consideration, the parties hereby agree and amend C18-2680-PUR as follows:

1. The County acknowledges that Contractor's principal address is 336 E. College AV, Suite 108, Tallahassee, FL 32301-1554.
2. If the County, or any other entity cooperatively utilizing contract C18-2680-PUR, performs either of the duties outlined below: Cataloging and Photography and/or Conducting Previews and Buyer Pick-up, for any segment of the ongoing online auction contemplated by this contract, the portion of the Buyer's Premium associated with that duty /those duties performed by the County, or any other entity cooperatively utilizing the contract will be paid to the County, or will be paid to the entity cooperatively utilizing the contract as appropriate. This payment will be made in addition to the auction segment sale proceeds, through a separate payment. The Buyer's Premium associated with each duty is as follows:

GENERAL PROPERTY

10.0% Base Buyer's Premium  
2.5% for Cataloging and Photography  
2.5% for Conducting Previews and Buyer Pick-up  
15.0% Total

TITLED VEHICLES & HEAVY EQUIPMENT

7.0% Base Buyer's Premium  
1.5% for Cataloging and Photography  
1.5% for Conducting Previews and Buyer Pick-up  
10.0% Total

**Contract # C18-2680-PUR  
BIDILLA, INC.  
ONLINE AUCTION SALES  
EXPIRES: 02/11/2021 W/3 1 YR RENEWALS**

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

WITNESS:

  
\_\_\_\_\_  
Signature

DeLita Masan  
\_\_\_\_\_  
Print Name

BIDILLA, INC.

  
\_\_\_\_\_  
Signature

Jeffrey Butirro  
\_\_\_\_\_  
Print Name

3/23/18  
\_\_\_\_\_  
Date

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
John Hofstad,  
County Administrator



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Hendrickson Insurance Services, Inc. 414 N Meridian St. Tallahassee, FL 32301 License #: L051931</b>	CONTACT NAME: <b>Francesca M Drinkovic</b>	FAX (A/C, No): <b>(850)562-8298</b>	
	PHONE (A/C, No, Ext): <b>(850)878-5600</b>	E-MAIL ADDRESS: <b>maria@hisins.net</b>	
INSURED <b>Bidilla, Inc 336 E College Ave Suite 108 Tallahassee, FL 32301</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Covington Specialty Insurance Company</b>		
	INSURER B : <b>Employers Preferred Insurance Company</b>		
	INSURER C : <b>Gemini Insurance Company</b>		
	INSURER D :		
	INSURER E :		
INSURER F :			

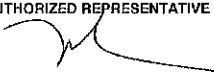
COVERAGES CERTIFICATE NUMBER: 00000000-535896 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		VBA573286-00	10/11/2017	10/11/2018	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VBA573286-00	10/11/2017	10/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EIG2292978-01	11/12/2017	11/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	Professional Liab			VGPL001239	10/11/2017	10/11/2018	Each Claim/Agg <b>1MIL/1MIL</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, ma  
**Certificate holder is additional insured in regards to general liability.**

**Contract # C18-2680-PUR  
 BIDILLA, INC.  
 ONLINE AUCTION SERVICES  
 EXPIRES: 02/11/2021 W/3 1 YR RENEWALS**

<b>CERTIFICATE HOLDER</b>  Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (FMD)

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**Bidilla, Inc.**

DUNS: 080214947 CAGE Code: 81H42  
Status: Active

918 Abbiegall Dr  
Tallahassee, FL, 32303-4612,  
UNITED STATES

Expiration Date: 01/26/2019

Purpose of Registration: All Awards

## Entity Overview

### Entity Registration Summary

**Name:** Bidilla, Inc.  
**Business Type:** Business or Organization  
**Last Updated By:** Joseph Kikta  
**Registration Status:** Active  
**Activation Date:** 02/06/2018  
**Expiration Date:** 01/26/2019

### Exclusion Summary

Active Exclusion Records? No



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WWW3

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

Procurement/Contract/Lease Number: TBD Tracking Number: 2186-18  
Procurement/Contractor/Lessee Name: Bidilla, Inc Grant Funded: YES \_\_\_ NO X  
Purpose: Online Auction Sales  
Date/Term: 3yrs 2w/yr renewals 1.  GREATER THAN \$100,000  
Amount: Renew 2.  GREATER THAN \$50,000  
Department: PUR 3.  \$50,000 OR LESS  
Dept. Monitor Name: Kisela

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 1-30-18  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**

Approved as written:  
[Signature] Date: 1-30-18  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: with changes  
[Signature] Date: 2-1-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written:  
[Signature] Date: 2-8-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

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# Entity Dashboard

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[RETURN TO SEARCH](#)

**Bidilla, Inc.**

DUNS: 080214947

Status: Submitted

918 Abbiegail Dr  
Tallahassee, FL, 32303-4612,  
UNITED STATES

Expiration Date: Not Yet Assigned  
Purpose of Registration: All Awards

## Entity Overview

### Entity Registration Summary

**Name:** Bidilla, Inc.  
**Business Type:** Business or Organization  
**Last Updated By:** Joseph Kikta  
**Registration Status:** Submitted  
Registration is undergoing IRS TIN Matching. This averages two business days. If it takes longer than one week, contact the Federal Service Desk ([www.fsd.gov](http://www.fsd.gov)).

### Exclusion Summary

Active Exclusion Records? No



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WWW6

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**AGREEMENT  
FOR ITQ PUR 22-18  
WITH BIDILLA, INC.  
TO PROVIDE ONLINE AUCTION SERVICES**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Bidilla, Inc., a Florida profit corporation, certified to do business in the state of Florida, whose principal address is 918 Abbiegail Dr., Tallahassee, FL 32303 (hereinafter the "Provider").

**WITNESSETH**

**WHEREAS**, the Provider is a licensed Auctioneer in the State of Florida providing online auction sales;

**WHEREAS**, the Provider responded to the ITQ PUR 22-18 to provide online auction services; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all agreements, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

**WHEREAS**, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Provider to provide online auction services for County owned surplus items.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. INCORPORATION OF DOCUMENTS**

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Quote & Acknowledgement, ITQ PUR 22-18, Online Auction Services, date of opening January 29, 2018, attached hereto as Exhibit "A" and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**2. SCOPE OF SERVICES**

The Provider will provide online auction services for County owned surplus items. They will be responsible for listing sale items, lot groupings of items, cataloging the items, providing the

detailed description of the items, taking pictures of the items, uploading the pictures, lots and descriptions to the website, customer previews and customer pickups. Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto.

### **3. PAYMENT**

Bidilla, Inc. will accept as payment on the County's behalf the following forms of payment-wire transfer with a convenience fee, and credit cards. No personal checks will be accepted. Credit cards will not be accepted for vehicles and heavy equipment where the total invoice exceeds \$500.00.

Bidilla, Inc. will provide the County with payment within 30 days of the close of an auction segment via bank check or bank transfer from their trust/escrow account. For auction segments conducted on behalf of any entity utilizing the cooperative purchase "piggy back" portion of this agreement, payment of auction proceeds for such auction segments will be made directly to the appropriate cooperative entity.

### **4. DURATION OF AGREEMENT AND TERMINATION**

The Agreement will begin once all parties have executed the agreement and continue for three (3) years from the date of commencement. There will be a maximum of two (2) one (1) year renewals upon mutual written agreement by both parties.

The County may terminate this Agreement for cause, if it determines that the Provider is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Provider of the deficiency that requires correction. The Provider shall have twenty (20) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Provider shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Provider. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Provider to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Provider of such termination in writing, with instructions to the effective date of termination. The Provider shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

## **5. AUDIT PROVISION**

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

## **6. INSURANCE PROVISION**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation 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 of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **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><b>LIMIT</b></u>
1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1M each occurrence (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.



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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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 Purchasing Department 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 and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the 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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

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

## **7. INDEPENDENT CONTRACTORS**

Provider 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, not 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.

## **8. ASSIGNMENTS**

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

## 9. NOTICES

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Greg Kisela, Purchasing Director  
5479A Old Bethel Rd.  
Crestview, FL 32536  
Phone: 850-689-5960  
Email: [gkisela@co.okaloosa.fl.us](mailto:gkisela@co.okaloosa.fl.us)

The authorized representative(s) for the Provider shall be:

Joseph F. Kikta, CEO  
336 E. College Ave, Suite 108  
Tallahassee, FL 32301  
Phone: 850-778-3003  
Email: [info@bidilla.com](mailto:info@bidilla.com)

Courtesy copy to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

## 10. PUBLIC RECORDS

Provider shall adhere to the Public Records law of Florida.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).**

Provider must comply with the public records laws, Florida Statute chapter 119, specifically Provider must:

1. Keep and maintain public records required by the County to perform the service.

2. 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.
3. 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 agreement term and following completion of the agreement if the provider does not transfer the records to the County.
4. Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the provider or keep and maintain public records required by the County to perform the service. If the provider transfers all public records to the public agency upon completion of the agreement, the provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the provider keeps and maintains public records upon completion of the agreement, the provider 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.

## **11. GOVERNING LAW & VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

## **12. 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.

## **13. TAXES**

Provider agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement 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. Provider 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 this Agreement.

## **14. ENTIRE AGREEMENT AND WAIVER**

This Agreement and Exhibit(s) "A" and "B" as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Provider acknowledges

that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

#### **15. SEVERABILITY**

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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.

#### **16. REPRESENTATION OF AUTHORITY TO PROVIDER/SIGNATORY**

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

#### **17. COMPLIANCE WITH LAWS**

Provider shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Provider'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 Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Provider's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

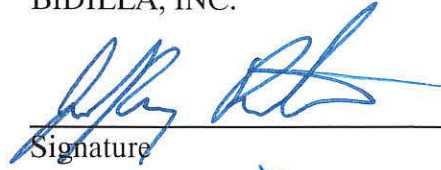
#### **18. FEDERAL REGULATIONS**

The provider agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this agreement.

(This part of the page left blank intentionally)

**IN WITNESS WHEREFORE**, the parties hereto have executed this Agreement as of the day and year written below.

BIDILLA, INC.

  
\_\_\_\_\_  
Signature

Jeffrey Butirro  
\_\_\_\_\_  
Print Name

Date: 2 / 9 / 2018

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Greg Kisela, Purchasing Director

Date: 2 / 12 / 18

Exhibit "B"

Standard Agreement Clauses

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this agreement, the provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "provider") agrees as follows:

1. **Compliance with Regulations:** The provider (hereinafter includes consultants) 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 agreement.
2. **Non-discrimination:** The provider, 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 provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the agreement 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 bidding, or negotiation made by the provider 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 provider of the provider'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 provider 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 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 provider is in the exclusive possession of another who fails or refuses to furnish the information, the provider 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 provider's noncompliance with the Non-discrimination provisions of this agreement, the sponsor will impose such agreement

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the provider under the agreement until the provider complies; and/or
  - b. Cancelling, terminating, or suspending a agreement, in whole or in part.
6. **Incorporation of Provisions:** The provider will include the provisions of paragraphs one through six in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The provider will take action with respect to any subagreement 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 provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the provider may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the provider 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 agreement, the provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "provider") 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), (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 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);
- 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 providers, 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 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 agreements and subagreements 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 provider has full responsibility to monitor compliance to the referenced statute or regulation. The provider 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 agreements and subagreements 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. Provider must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Provider 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). Provider 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 Provider is not enrolled as a Federal Provider in E-Verify at time of agreement award, the Provider shall-
  - a. Enroll. Enroll as a Federal Provider in the E-Verify Program within thirty (30) calendar days of agreement 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 Provider, who are working in the United States, whether or not assigned to the agreement, 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 agreement. For each employee assigned to the agreement, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the agreement, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Provider is enrolled as a Federal Provider in E-Verify at time of agreement award, the Provider shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Provider shall initiate verification of all new hires of the Provider, who are working in the United States, whether or not assigned to the agreement, 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 Provider in E-Verify, the Provider shall initiate verification of all new hires of the provider, who are working in the United States, whether or not assigned to the agreement, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
    - ii. Employees assigned to the agreement. For each employee assigned to the agreement, the Provider shall initiate verification within ninety (90) calendar days after date of agreement award or within thirty (30) days after assignment to the agreement, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Provider is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of 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 Provider may choose to verify only employees assigned to the agreement, whether existing employees or new hires. The Provider 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 agreement.
- (4) Option to verify employment eligibility of all employees. The Provider 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 agreement. The Provider 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 Provider's decision to exercise this option, using the agreement information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Provider shall comply, for the period of performance of this agreement, 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 Provider's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Provider, 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 provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider 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 Provider 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 Provider 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 Providers.

Subagreements. The Provider shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subagreement 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.



# EXHIBIT "A"

## INVITATION TO QUOTE & ACKNOWLEDGEMENT

**ITQ TITLE:**

Online Auction Services

**ITQ NUMBER:**

ITQ PUR 22-18

**LAST DAY FOR QUESTIONS:**

January 25, 2018 at 4:00 p.m. CST

**ITQ DUE DATE & TIME:**

January 29, 2018 at 4:00 p.m. CST


**NOTE: QUOTES RECEIVED AFTER THE QUOTE DUE DATE WILL NOT BE ACCEPTED.**

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 envelopes containing sealed qualifications must reference the "ITQ Title", "ITQ Number" and the "ITQ Due Date & Time" Okaloosa County is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the respondent. Electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) 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 Bidilla, Inc.  
MAILING ADDRESS 336 E. College AV, Suite 108  
CITY, STATE, ZIP Tallahassee, FL 32301-1554  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-2041322  
TELEPHONE NUMBER: 850-778-3003 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: info@bidilla.com

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER QUOTER 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 ABIDE BY ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Joseph F. Kikta  
TITLE: CEO DATE 1/26/2018

**NOTICE TO QUOTERS**  
**ITQ PUR 22-18**

The Okaloosa County Board of County Commissioners under the County policy, request quotes from respondents for Online Auction Services. The County desires services of a qualified respondent with proven performance as outlined in the Requirements section of this packet.

Interested respondents desiring consideration shall submit their quote and necessary documents via email to **dmason@co.okaloosa.fl.us**.

Quote documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>.

Submittals must be delivered via email at the address listed above no later than **4:00 p.m., January 29, 2018** in order to be considered. All quotes received after the stated time and date will be returned unopened and will not be considered.

The County reserves the right to award to the firm submitting a responsive quote with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and 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 will be final.

\_\_\_\_\_  
Greg Kisela

\_\_\_\_\_  
Date

Purchasing Director

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain

Chairman

## QUOTE REQUIREMENTS

### SCOPE:

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). 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 log 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)
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 times allotted for the customer which will be scheduled by the auctioneer.
8. The County may withdraw any item from auction prior to its 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 bid 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. The ads must run for at least (1) one week but no longer than (2) weeks prior to the sale. The newspaper must be a general circulation within the County or location of the items up for bid. (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, sales price, auctioneer commission, reimbursement to County and bidder number.
- \_ Complete bidder list including name, address, and assigned bidder number.
- \_ Check must be delivered to County within four weeks of the sale.

**TERM:**

This agreement shall continue for a period of three (3) years and have two (2) one- year renewal periods upon mutual consent of Auction Firm and County.



## **GENERAL SERVICES INSURANCE REQUIREMENTS W/CYBER LIABILITY**

REVISED: 05/17/2017

### **CONTRACTOR'S INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts 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.
7. The insurance definition of Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

## **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. Such insurance shall comply with the Florida Workers' Compensation Law.
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.

## **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

## **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><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	Statutory
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence
4. Personal and Advertising Injury	\$1,000,000

5.	Products and Completed Operations	\$1,000,000 per occurrence
6.	Cyber Liability	\$1,000,000
7.	Professional Liability	\$1,000,000

## 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.

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

## CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the 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.

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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

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

## **GENERAL SERVICES SPECIAL BID CONDITIONS**

1. **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 bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. 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 bid specifications.
2. **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 bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
3. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

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.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

### 4. **AWARD OF CONTRACT** -

**Okaloosa County Review** - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.

The County will award the contract to the best, most responsible percentage, and the County reserves the right to award the contract 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.

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.

Okaloosa County specifically reserves the right to reject any conditional quotes and quotes which make it impossible to determine the true amount of the quote. Each item must be quoted separately and no attempt is to be made to tie any item or items to any other item or items.

5. **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 #.
6. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.
7. **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.
8. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals 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 bid package.**

9. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

10. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
11. **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.
12. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Quote agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an 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 this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

13. **CONE OF SILENCE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral or written communication regarding all formal solicitations for goods or services (formal proposals, Requests 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.

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

14. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, 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 bids, proposals, or final replies, whichever is earlier.
15. **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.
16. **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.

17. **SUSPENSION OR TERMINATION BY OWNER 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.
18. **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 bid list for duration of one (1) year, at the option of the County.
19. **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 contract from the date of the contract through three (3) years after the expiration of contract.
20. **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.
21. **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.
22. **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.



**23. The following documents are to be submitted with the bid packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Code of Silence
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. List of References
- I. Addendum Acknowledgement
- J. Quote Sheet
- K. Certification Regarding Lobbying

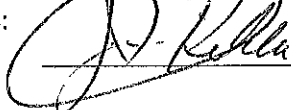
## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 1/26/2018

SIGNATURE: 

COMPANY: Bidilla, Inc.

NAME: Joseph F. Kikta  
(Typed or Printed)

ADDRESS: 336 E. College AV  
Suite 108  
Tallahassee, FL 32301-1554

TITLE: CEO

E-MAIL: info@bidilla.com

PHONE NO.: 850-778-3003

# 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) POSITION(S)

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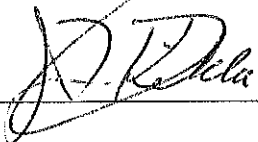
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FIRM NAME:   Bidilla, Inc.  

BY (PRINTED):   Joseph F. Kikta  

BY (SIGNATURE): 

TITLE:   CEO  

ADDRESS:   336 E. College AV, STE 108    
  Tallahassee, FL 32301-1554  

PHONE NO.:   850-778-3003  

E-MAIL:   info@bidilla.com  

DATE:   1/26/2018

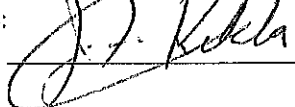
## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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: 1/26/2018

SIGNATURE: 

COMPANY: Bidilla, Inc.

NAME: Joseph F. Kikta

ADDRESS: 336 E. College AV

TITLE: CEO

Suite 108

Tallahassee, FL 32301-1554

E-MAIL: info@bidilla.com

PHONE NO.: 850-778-3003

**NO CONTACT CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, County Administrator, or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids 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 J. Killa representing Bidilla, Inc.  
Signature Company Name

On this 26<sup>th</sup> day of January 2018 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank)? If recycled, what percentage \_\_\_\_\_%.

Product Description: NA - This is a Service

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2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: NA - This is a Service

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3. Is your product recyclable after it has reached its intended end use?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: NA - This is a Service

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✓ The above is not applicable if there is only a service involved with no product involvement.

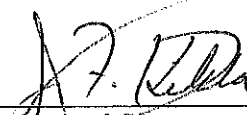
Name of Respondent: Bidilla, Inc.

Email: info@bidilla.com

**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Bidilla, Inc.  
Respondent's Company Name

  
Authorized Signature -- Manual

336 E. College AV, STE 108  
Tallahassee, FL 32301-1554  
Physical Address

Joseph F. Kikta  
Authorized Signature -- Typed

336 E. College AV, STE 108  
Tallahassee, FL 32301-1554  
Mailing Address

CEO  
Title

850-778-3003  
Phone Number

\_\_\_\_\_  
FAX Number

850-778-3003  
Cellular Number

Joseph F. Kikta      850-778-3003  
Jeffrey T. Butirro    850-778-3013  
\_\_\_\_\_  
After-Hours Number(s)

1/26/2018  
Date

COMPANY DATA

Respondent's Company Name: Bidilla, Inc.

Physical Address & Phone #: 336 E. College AV, STE 108

Tallahassee, FL 32301-1554

850-778-3003

Contact Person (Typed-Printed): Joseph F. Kikta / Jeffrey T. Butirro

Phone #: 850-778-3003 / 850-778-3013

Cell #: 850-778-3003 / 850-778-3013

Email: info@bidilla.com

Federal ID or SS #: 81-2041322

DUNNS/CAGE #: DUNS: 08-021-4947 / CAGE: Applied For

Respondent's License #: AB 3574

Fax #: \_\_\_\_\_

Emergency #'s After Hours, Weekends & Holidays: Joseph F. Kikta / Jeffrey T. Butirro

850-778-3003 / 850-778-3013



## 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: Bidilla, Inc.  
Entity Address: 336 E. College AV, STE 108  
Tallahassee, FL 32301-1554  
Duns Number: 08-021-4947  
CAGE Code: Applied For

## LIST OF REFERENCES

1. Owner's Name & Address: The School Board of Okaloosa County, Florida  
120 Lowery Place S.E.  
Fort Walton Beach, FLORIDA 32548

Contact Person: Steve Bolton, Director of Facilities, Planning, & Maintenance

Telephone: (850) 689-7158 Email: boltons@mail.okaloosa.k12.fl.us

2. Owner's Name & Address: Santa Rosa County Clerk of Courts & Comptroller  
6495 Caroline Street, Suite B  
Milton, FLORIDA 32570

Contact Person: Michael Burton, CPA

Telephone: (850) 983-1843 Email: burtonm@flcjn.net

3. Owner's Name & Address: School District of Escambia County, Florida  
75 N. Pace BLVD  
Pensacola, Florida 32505

Contact Person: John Dombroskie, Purchasing Director

Telephone: (850) 469-6259 Email: jdombroskie@escambia.k12.fl.us

**ADDENDUM ACKNOWLEDGEMENT**

ITQ PUR 22-18

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

**ADDENDUM NO.**

**DATE**

1

January 25, 2018

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  
ITQ PUR 22-18

How many assets we sold by the County for the past three years: 2017, 2016, 2015?

- **Approx. 2,500 items primarily office supplies, equipment, and furniture and computer items.**

What were the annual totals received for the past three years auctions: 2017, 2016, and 2015?

- **\$ 20,000 approx. total for 3 years**

Is the County going to be selling the auction assets from their facilities? Or will assets need to be transported and stored?

- **Sold on site... w/strict adherence to the ITQ for removal due to space limitations.**

Is the County willing to catalog their own auction assets and upload them to Companies website, with proper training?

- **No... county is not staffed for any auction processing.**

Has the County utilized an online auction company in the past?

- **Yes....**

If so, what type of commission was paid to the auctioneer?

- **No commission, buyer's premium**

Is the County requesting a buyer's premium type of auctioneer compensation? Or does the County wish to pay auctioneer a commission?

- **Buyers premium**

Will the County be handling all title transfers for vehicles sold, as required by Florida law?

- **No, any titling will be sparse, but if encountered county will sign release of titles to auctioneer. The County Fleet Operations utilizes a contracted auctioneer offsite for Vehicles and Heavy Equipment.**

Is the County seeking to have the Auctioneer collect the applicable sales taxes for both resident and non-resident purchasers? Or will the County be collecting the sales tax?

- **I do not believe the county gets involved in any sales tax requirement**

Does the County wish for the auction firm to collect all related auction payments?

- **Yes.**

## QUOTE SHEET

Quote Number: ITQ 22-18

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): 15 %

Remarks: This quote is subject to Addendum A, Addendum B, Addendum C, and Addendum D.

\* The 10% Buyer's Premium also applies to the sale of Intellectual Property, Intangible Assets, and Real Estate as outlined in Addendum C.

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed, or compared his quote with other respondents, and has not colluded with any other respondent 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 respondent list(s).

Bidilla, Inc.  
Quoter's Company Name

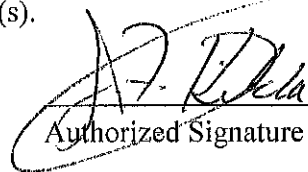
336 E. College AV, STE 108

Tallahassee, FL 32301-1554  
Address

850-778-3003  
Phone Number

81-2041322  
Federal ID or SS Number

1/26/2018  
Date Submitted

  
Authorized Signature

Joseph F. Kikta  
Authorized Signature (printed)

CEO  
Title

\_\_\_\_\_  
Fax Number

info@bidilla.com  
Email Address

**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 bid 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.

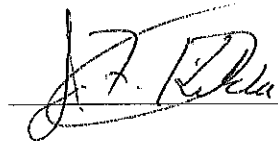
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, 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 31, U.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, Bidilla, Inc., 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

Joseph F. Kikta, CEO Name and Title of Contractor's Authorized Official

1/26/2018 Date

## ADDENDUM A

Services included with quote:

1. **Cataloging & Photography:** Bidilla, Inc. will write a detailed description of the item(s) to be sold, noting the condition of and any damage to the item(s). Bidilla, Inc. will digitally photograph and/ video record the item(s) including any identifying marks, plates, numbers, along with photographs that depict the condition of the item, including damage, odometer readings, or hour meter readings. Cataloging and photography will occur at times mutually agreed to between Bidilla, Inc. and Okaloosa County Board of County Commissioners, or any entity utilizing the cooperative purchase "piggy back" portion of the agreement.
2. **Asset Numbers:** Bidilla, Inc. will assign a unique inventory number to each item, or group of items (Lot) cataloged for sale. Further, Bidilla, Inc. will attempt to capture any of your asset control tag numbers if such number is readily visible. Asset control numbers captured will accompany the description of the cataloged item in the final documentation you receive.
3. **Item Previews & Pickup:** Bidilla, Inc. will conduct item previews with potential bidders by appointment, on dates and times agreed to between Bidilla, Inc., the potential bidder, and you. These appointments typically fall on a designated day and time prior to the close of the item(s) to be previewed. Further, Bidilla, Inc. will facilitate the pickup of items sold at auction by the purchaser(s) thereof. Pickup dates and times will be pre-arranged with you, and included in the Terms & Conditions of the Auction. No item will be picked up until ALL items invoiced to the Purchaser have been paid for, including any Sales Tax and/or Buyer's Premium due.
4. **Buyer Assistance:** Bidilla, Inc. will attempt to locate shipping companies in your local area to assist buyers with handling, packing, and shipping of surplus inventory purchased. Bidilla, Inc. cannot guarantee that such services are available in all areas.
5. **Advertising & Marketing:** Bidilla, Inc. will provide development and placement of marketing and advertising in various media such as print, video, radio, direct mail campaigns, email campaigns, internet ads, social media such as: Facebook, Google+, and twitter, RSS Syndicated Auction Blog, as, in its sole discretion, is deemed appropriate and cost effective.
6. **Webpage:** Bidilla, Inc. will provide you with space on the Bidilla, Inc. website where potential buyers can find links to view your auction segment catalogues, sign up for auction email lists, and find links to online bidding for your auction segments.
7. **Email List:** Bidilla, Inc. will utilize its current email lists to promote your auction segments. Further, Bidilla, Inc. may purchase additional email lists if, at its sole discretion, it deems it necessary and cost effective to do so, to further promote your auction segments.
8. **Online Bidding Platform:** Bidilla, Inc. will manage your online auction segments on an online bidding platform, either proprietary to Bidilla, Inc. or on a third party online bidding platform to expose your auction segments to a broad internet buying audience. Bidilla, Inc. reserves the right to change the online bidding platform provider from time to time, at its sole discretion, if it deems it necessary or cost effective.
9. **Sales Tax:** Bidilla, Inc. will collect appropriate sales tax due as a result of your auctions. Bidilla, Inc. will remit all sales tax collected as a result of your auctions, to the appropriate Department(s) of Revenue.



10. **Trust/Escrow Account:** Bidilla, Inc. will collect the proceeds of the auction segments, and shall deposit the entire proceeds received from the auction segment, into its trust/escrow account within 2 business days of the sale, or within 2 business days of the receipt of said proceeds, whichever is later.
11. **Payment from Bidders:** Bidilla, Inc. will accept as payment on your behalf – Wire Transfer with a convenience fee, and Credit Cards. No personal or business checks will be accepted. Credit Cards will not be accepted for Vehicles and Heavy Equipment where the total invoice exceeds \$500.00.
12. **Vehicle Notice of Sale:** Bidilla, Inc. will provide you with a "Notice of Sale" in a format acceptable by the State of Florida for each titled vehicle sold on the Auction Platform, to be delivered to the Tax Collector's Office. This "Notice of Sale" notifies the State of Florida of the sale of said vehicle, thereby noting the State record system that you no longer own the vehicle as of the date of sale.
13. **Payment to You:** Within 30 days of the close of an auction segment, Bidilla, Inc. will remit payment to you by check or Bank Transfer from its trust/escrow account. For auction segments conducted on behalf of any entity utilizing the cooperative purchase "piggy back" portion of this agreement, payment of auction proceeds for such auction segments will be made directly to the appropriate cooperative entity.
14. **Final Documentation:** Bidilla, Inc. will email detailed auction records following each auction segment when payment is made, to the email address you provide.
15. **Florida Records Law and Compliance:** Pursuant to Section 119.0701, F.S. Bidilla, Inc. agrees to comply with all public records laws. Further, past auction results are available on the Bidilla, Inc. website, maintaining public transparency.

ADDENDUM B

Okaloosa County, Board of County Commissioner, or any governmental entity utilizing the cooperative purchase "piggy back" portion of the contract can earn a portion of the Buyer's Premium collected, in two ways:

**Annual Buyer's Premium Share:** Bidilla, Inc. agrees to share a portion of the Buyer's Premium with you, based on your annual volume of sales, by check, according to the schedule below. Annual Buyer's Premium Share will be calculated on the cumulative total of sales prices for all items sold under the terms of this agreement, before sales tax and buyer's premium, (i.e. the highest bid), for a twelve month period. The first such annual period will commence on the effective date of the agreement and will terminate in 12 months. For example if the effective date of the agreement is June 1<sup>st</sup>, the term of the first 12 month period would be June 1<sup>st</sup> through May 31<sup>st</sup> of the following year. Subsequent twelve month periods would follow accordingly for the duration of the agreement. Aggregation of the cumulative auction total sales among entities utilizing cooperative purchase agreements is not permitted unless the entities are governed by the same board, council, commission, or governing body. All calculations for the Annual Buyer's Premium Share will be calculated on sales that are closed, and paid, within the twelve month period, adjusted for any non-paying purchasers. After the initial, and each subsequent 12 month period, the cumulative annual total of sales prices is re-set to zero, to begin the calculation for the following 12 month period. The Annual Buyer's Premium Share is capped at 1.25%. The Annual Buyer's Premium Share will be calculated once each year, in the month following the close of any twelve month calculation period. Payment will be made to you after calculation.

ANNUAL BUYER'S PREMIUM SHARE SCHEDULE							
\$ 0	to	\$ 249,999.99	No Share	\$2,000,000	to	\$2,499,999.99	0.50%
\$ 250,000	to	\$ 499,999.99	0.10%	\$2,500,000	to	\$2,999,999.99	0.625%
\$ 500,000	to	\$ 749,999.99	0.15%	\$3,000,000	to	\$3,499,999.99	0.75%
\$ 750,000	to	\$ 999,999.99	0.20%	\$3,500,000	to	\$3,999,999.99	0.875%
\$1,000,000	to	\$1,499,999.99	0.25%	\$4,000,000	to	\$4,499,999.99	1.0%
\$1,500,000	to	\$1,999,999.99	0.375%	\$4,500,000	to	\$4,999,999.99	1.125%
				\$5,000,000	Or More		1.25%

**EXAMPLE:** You have a cumulative total of sales prices for sales closed and paid, after adjustments for non-paying purchasers during your first 12 month calculation period that equals \$1,600,000.00. Your share would equal 0.375%. A check would be issued by Bidilla, Inc. to you for \$6,000.00 (\$1,600,000 X 0.375%). The cumulative total sales would be re-set to zero to begin the next twelve month calculation period.

**Earned Buyer's Premium Share:** If you perform the Cataloging and Photography, and/or Conducting Previews and Buyer Pick-up for a segment of the auction, you can earn a portion of the Buyer's Premium collected for that segment. of the auction. This payment will be made in addition to the auction segment proceeds, through a separate check.

**Cataloging and Photography:** In cases where you provide full detailed descriptions and digital photographs/video for any segment of the ongoing online auction under this contract, you will earn a portion of the Buyer's Premium equal to 2.5% of the high bid price for General Items, and 1.5% of the high bid price for titled vehicles and heavy equipment, for that segment.

**Conducting Previews and Buyer Pick-up:** In cases where you conduct all of the previews of Items or lots of Items, and facilitates of the pick-up of all of the items or lots of items for any segment of the ongoing online auction under this contract, you will earn a portion of the Buyer's Premium equal to 2.5% of the high bid price for General Items, and 1.5% of the high bid price for titled vehicles and heavy equipment, for that segment.

EXAMPLE 1: If you do both the Cataloging and Photography, and conduct the Previews and Buyer Pick-up for a General Item auction segment that has a total high bid price of \$10,000.00, in addition to the \$10,000.00 full high bid price, you will also receive by a separate check \$500.00 (\$250.00 for the Cataloging and Photography -  $\$10,000.00 \times .025 = \$250.00$  and \$250.00 for conducting the Previews and Buyer Pickup -  $\$10,000 \times .025 = \$250.00$ .  $\$250.00 + \$250.00 = \$500.00$ ).

EXAMPLE 2: If you conduct only the Previews and Buyer Pick-up for a titled Vehicle or Heavy Equipment auction segment that has a total high bid price of \$50,000.00, in addition to the \$50,000.00 full high bid price, you will also receive by a separate check \$750.00.

Issuing a separate check allows you to account for such earned revenue separate from the auction proceeds. We would require an IRS W-9 from you upon first receipt of any such proceeds.

## ADDENDUM C

Additional material terms:

**Location of Property to be Sold:** All items to be sold will remain in the custody and control of Okaloosa County Board of County Commissioners, or if in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, in the custody and control of that entity. Bidilla, Inc. will not receive the property to be sold, nor will it serve as custodian of such property.

**Date & Time of Auction & Auction Notice:** Auction Notice: Florida Statutes 468.388 states,

*"Conduct of an auction.—*

*(1) Prior to conducting an auction in this state, an auctioneer or auction business shall execute a written agreement with the owner, or the agent of the owner, of any property to be offered for sale, stating:*

*(a) The name and address of the owner of the property;*

*(b) The name and address of the person employing the auctioneer or auction business, if different from the owner; and*

*(c) The terms or conditions upon which the auctioneer or auction business will receive the property for sale and remit the sales proceeds to the owner."*

Therefore, since Florida Statutes require an agreement for each auction conducted, the auction contemplated by this agreement would constitute one (1) ongoing online auction whereby items are added to the auction in segments. The auction shall commence as of the date of this agreement, and terminate upon termination of this agreement or any subsequent extensions of this agreement. The auction will be conducted in segments as Okaloosa County Board of County Commissioners, or if in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, that entity releases an item or items for sale. Each segment will be held open for bidding online for a length of days and close at a time determined by Bidilla, Inc.. Bidilla, Inc. will coordinate the dates for item previews, auction segment closing, and item pick-up with Okaloosa County Board of County Commissioners, or in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, with that entity

It is the Okaloosa County Board of County Commissioners', or if in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, that entity's responsibility to maintain compliance with Florida statutes with regard to the sale of surplus items, including giving notice. However, on behalf of Okaloosa County Board of County Commissioners, Bidilla, Inc. will place one (1) advertisement to serve as publication of notice, not less than 1 week nor more than 2 weeks prior to the first segment of the ongoing auction sale in a newspaper having a general circulation in Okaloosa county, referencing the ongoing online auction contract and the duration of the auction (contract) in compliance with Florida Statute 274.06. In the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, the entity will be responsible for placing any or all ads to maintain compliance with Statute 274.06, or any other statute or rule regarding giving notice for the sale of surplus items at the entity's expense.

**Buyer's Failure to Perform:** In the event that a Buyer fails to remit payment on their invoice, Bidilla, Inc. will bar said Buyer from bidding in future auction segments. The item or items invoiced to such a Buyer will then be re-auctioned. Under no circumstances will Bidilla, Inc. be held liable to remit to you the high bid amount for a non-paying Bidder.

**Items to be Sold at Auction:** All items to be sold at auction are at your sole discretion. At minimum, the item mix will include all the types of items listed in the quote request, vehicles, heavy equipment, and other general property. In addition to these types of property, items that may also be sold at auction include, Intellectual Property, Intangible Assets, and Real Estate. All Items will be sold "As-Is, Where-Is" with NO WARRANTY EXPRESS OR IMPLIED.

**Real Estate:** All Real Estate sold utilizing the online auction platform provided by Bidilla, Inc., will be subject to a separate Real Estate Auction Listing Contract to include a definite expiration date, description of the property, price and terms, fee or commission, and a proper signature of the principal(s) for each property sold, in compliance with F.S. 475. In most cases, Bidilla, Inc. will enlist the services of a Real Estate Broker local to the Real Estate being sold, to Co-broker the property and list it in the local Multiple Listing Service (MLS).

**Yachts:** All Watercraft over 32 feet in length sold utilizing the online auction platform provided by Bidilla, Inc., as an advertising and marketing tool, must be managed solely and exclusively by you. Until such time that Bidilla, Inc. obtains licensure as a Florida Yacht Broker, we will not provide any Yacht Broker services on your behalf. Fees for your use of our online auction platform as an advertising and marketing tool for the sale of Yachts will be arranged on a case by case basis. Upon Bidilla, Inc. obtaining licensure as a Florida Yacht Broker, this agreement may be amended to reflect such licensure, and we may then fully manage your Yacht Sales – subject to a separate Contract for each Yacht sold.

**Ownership of Online Auction Webpage:** Bidilla, Inc. owns and retains all rights to the Online Auction Webpage and all content and materials contained on the Online Auction Webpage, including but not limited to: text, graphics, logos (except your logo), audio clips, software server information, files, images, photos, works of authorship, links, or other materials. You acknowledge and agree that ownership of the Online Auction Webpage and its contents shall remain the property of Bidilla, Inc. after the termination of this Agreement. You further agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the content or materials on the Online Auction Webpage without the express authorization of Bidilla, Inc.. The use of the Online Auction Webpage, its content or materials for any purpose not expressly permitted in this Agreement is prohibited. Bidilla, Inc. reserves the right to change the dynamic online bidding platform from one platform to another platform, if it deems the change necessary.

**Fairness to Online Bidders:** To maintain a fair and equitable auction environment, you must refer any and all bidders to the dynamic auction system on the online bidding platform website where your Online Auction Segments are listed, for any and all bids on items or lots of items being currently offered at Auction on said system. **No bids are to be taken outside the dynamic auction system on items or lots of items being currently offered at Auction on said system.** To do so, would corrupt the auction environment, possibly create two or more winning bidders, and possibly not allow lower bidders who are unaware that they have been outbid, to competitively increase their bid.

**Condition of Items:** You agree to fully disclose the known condition of all items or lots of items being sold at Auction through Bidilla, Inc.. You further agree not to conceal known damage from bidders, or willfully fail to disclose facts that if known would possibly cause bidders to bid lower for an item or lot of items.

**Website Link:** You agree to provide a link from your website to the URL provided by Bidilla, Inc. where your auction segments can be viewed on the internet.

**Logo:** You agree to allow Bidilla, Inc. to use your logo and your website graphics in any advertising and/or promotional materials we develop to promote your auction.

**Indemnification – Subject to Florida’s Sovereign Immunity Law:** In addition to Bidilla, Inc. indemnifying you, you will indemnify, defend and hold Bidilla, Inc. and its officers, directors, employees, shareholders, partners, affiliates, representatives, and agents collectively referred to as INDEMNIFIED PARTIES, harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorneys' fees), collectively hereinafter referred to as LOSSES, incurred by, or imposed or asserted against, the INDEMNIFIED PARTIES as a result of the Indemnifying Party's (1) misrepresentation of an item listed for auction, including but not limited to its condition, fineness, ownership, functionality, or marketability, (2) creation of a warranty, either express or implied in regards to an item to be sold at auction, (3) failure to properly remove information from Information Storage Devices, (4) failure to perform or improper

performance of one or more of its material obligations under this Agreement, or (5) a breach of any material representation, warranty, covenant or condition made by such party under this Agreement. This indemnification is subject to the Florida Sovereign Immunity Law.

**Information Storage Devices:** It is your responsibility to remove the contents from information storage devices, including but not limited to hard drives, disks, other electronic storage devices, file cabinets, desks, or any other device used to store information. You will hold Bidilla, Inc. harmless and indemnify us as outlined above in such cases where information is not properly removed. This paragraph does not apply to cases where you enter into a separate agreement with us, whereby Bidilla, Inc. is contracted to remove such contents.

## ADDENDUM D

**Additional Services:** Additional Services requested by you, to be completed by Bidilla, Inc., such as, but not limited to, excessive moving and organizing items to be sold, cleaning items, removing information from storage devices, live auctions by public outcry, additional advertising and marketing services requested by specifically requested by you, or any service not previously outlined in this agreement are subject to additional fees, whether quoted as a flat fee, hourly rate, additional commission, or a combination of these, or other method of compensation as agreed to by and between you and Bidilla, Inc.. Such fee or fees are to be negotiated separately from this agreement.

## NOTE

The indemnification of Bidilla, Inc. arises due to the fact that in many cases we represent you, and rely on you for accurate information. For example, in cases where personal identifying information may be involved, as on computer hard-drives, etc. we rely on you for removal or destruction. If we are told by you that a hard-drive has no information on it, we rely on that statement and sell the hard-drive, and it is found to contain personal information, it is likely that a lawsuit will follow. In that case clearly we should be indemnified. In other cases, you may have contact with a potential bidder, and inadvertently create a warranty through your statements. In this case, once again, it is clear that we should be held harmless. In some of these cases, like you, we may be able to claim sovereign immunity as your agent. In other cases, this option may not be available. Therefore indemnification is only fair.



# SUPPLEMENTAL MATERIALS

Copy of Auction Business License

Copy of Auctioneer License – Jeffrey T. Butirro

Copy of Auctioneer License – Joseph F. Kikta

Current Online Bidding Platform – Proxibid®

Sample Bidder Terms & Conditions (May be adjusted as needed)

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA BOARD OF AUCTIONEERS

<b>LICENSE NUMBER</b>	
AB3574	

The AUCTION BUSINESS  
Named below IS LICENSED  
Under the provisions of Chapter 468 FS.  
Expiration date: NOV 30, 2019



BIDILLA INC  
918 ABBIEGAIL DRIVE  
TALLAHASSEE FL 32303



ISSUED: 09/27/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1709270002799

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA BOARD OF AUCTIONEERS

<b>LICENSE NUMBER</b>	
AU4236	

The AUCTIONEER  
Named below IS LICENSED  
Under the provisions of Chapter 468 FS.  
Expiration date: NOV 30, 2019



KIKTA, JOSEPH F  
918 ABBIEGAIL DR  
TALLAHASSEE FL 32303



ISSUED: 09/27/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1709270002786

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA BOARD OF AUCTIONEERS

<b>LICENSE NUMBER</b>	
AU4361	

The AUCTIONEER  
Named below IS LICENSED  
Under the provisions of Chapter 468 FS.  
Expiration date: NOV 30, 2019



BUTIRRO, JEFFREY THOMAS  
918 ABBIEGAIL DR  
TALLAHASSEE FL 32303



ISSUED: 09/28/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1709280001955



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**

THE CORPORATION HEREIN HAS REGISTERED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**BIDILLA INC**

918 ABBIEGAIL DR  
TALLAHASSEE FL 32303

**LICENSE NUMBER: CQ1054471**

**EXPIRATION DATE: MARCH 31, 2018**

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RICK SCOTT, GOVERNOR

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**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**

THE BROKER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**KIKTA, JOSEPH F**

918 ABBIEGAIL DR  
TALLAHASSEE FL 32303

**LICENSE NUMBER: BK3255822**

**EXPIRATION DATE: MARCH 31, 2019**

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## **CURRENT ONLINE BIDDING PLATFORM**

Currently Bidilla, Inc. conducts online auctions on the Proxibid® platform. Proxibid® was founded in 2001 and began operations in January of 2003. At that time the company had five employees, including its four founders. That month it hosted five auctions on its site. Today, Proxibid® brings over 4,000 sellers who host both private and governmental auctions, together with buyers from 190 countries across the globe. Farmers, fashionistas, construction contractors, art lovers, car junkies, dealers, resellers, and collectors of just about everything buy on Proxibid. And, every month more buyers are joining the Marketplace – over 13,000 new buyers create a Proxibid® account each month. All Bidilla, Inc. online auctions are currently hosted on the Proxibid® auction platform. Bidilla, Inc. drives potential buyers to your online auctions on the front end and Proxibid® brings with it a host of buyers on the back end. Buyers shopping the Proxibid® marketplace have access to your auctions as well.

### **2016 Proxibid® Marketplace Statistics:**

Total Annual Gross Market Value for 2016: \$4,476,475,120

Total Buyers in 2016: 1,836,442

Inventory Views in 2016: 101,737,091

Online Bids in 2016: 24,515,681

Average Item Price for 2016: \$1,273

Total Online Auction Events in 2016: 15,589

By utilizing the strength of the Proxibid® marketplace, Bidilla, Inc. reaches buyers around the world who are readily looking for items like yours. The Proxibid® platform has unique advantages as well.

Through Proxibid®, Bidilla, Inc. can provide simultaneous online bidding at live auction events, if technology permits, as well as online auctions.

Online auctions can be set-up to run traditionally, where all lots close at a specific time, or as a virtual auction, where lots close in succession, similar to a live auction. Virtual auctions allow bidders to follow the action. If a bidder wants to bid on more than one item in your auction, they don't have to worry about missing out on one item while protecting their bid on another. There is ample time to bid on each item.

The Proxibid® platform prevents "bid snipers" from bidding at the last second, and thereby not allowing other bidders to bid competitively. When a bidder places a bid on a lot in the last minutes of an auction, the bid is extended for that lot to allow other bidders to bid competitively.

Proxibid® has been recognized by The Better Business Bureau with an "A+" rating and its Marketplace has an industry-low, non-pay rate. Proxibid® is committed to providing a trusted community where buyers and sellers can connect. Proxibid®'s risk management system is a sophisticated hybrid of proprietary technology and third-party partnerships that is managed by an in-house team of experts. The system is built around two simple ideas:

- Ensure buyers and sellers are who they say they are
- Ensure buyers and sellers do what they say they are going to do

When we sell on Proxibid®, rest assured their best-in-class risk management system is behind every sale.

Proxibid® diligently monitors the Marketplace 24 hours a day, 7 days a week, for fraudulent behavior that could compromise their sellers. These automated safeguards include:

- Adhering to all requirements for merchant processing to ensure all buyer credit card information is safe
- Monitoring for previously banned buyer profiles

- Verifying unusual account activity by location
- Monitoring changes in account behavior and profile information
- Tracking abnormal retracted bids
- Cataloging all bids with detailed information
- Using external sources to validate buyer information on file
- Cross-checking buyer information against the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals lists which documents individuals who are prohibited from transacting with U.S. persons

The Proxibid® platform is the only online bidding platform to use MarketGuard®. All sales events on Proxibid® are monitored by MarketGuard®, Proxibid®'s proprietary, bank-quality risk assessment software. Before any user can complete a buying action in a particular sale, that buyer's information is run through a series of algorithms and must pass various checkpoints. Marketguard® uses the data entered in the buyer's account and other third-party information to determine if the buyer will be a reliable customer. Buyers can only participate in a sale if they pass the MarketGuard® test. And if a certain sales event warrants it, sellers can require additional information to ensure buyers are vetted more aggressively. It all happens instantly, behind-the-scenes, giving buyers a hassle-free shopping experience. Proxibid® is a global Marketplace with active buyers from more than 190 countries. It is critical that users logging on from outside of the U.S. are vetted as reliable, credible buyers. Proxibid® uses state-of-the art, phone-based authentication technology to verify all international buyers' identifies.

Proxibid® provides dispute resolution services in those situations when buyers and sellers do come to an impasse regarding a transaction. Proxibid® will mitigate the dispute acting as an impartial party representing the Marketplace to ensure both parties live up to their commitments. This is a unique service not seen on any other live selling platform.

**Auction Payment Network (APN):** APN payment network is the premier online payment processing solution developed specifically for Proxibid® sellers, and is designed to streamline payment processing and reporting. With APN Bidilla, Inc. can quickly and securely invoice and reconcile your sales. APN also offers remote deposit capture, single and recurring ACH transactions, card payments and ID validation services on a single platform. Through Bidilla, Inc.' use of APN, you can rest assured transactions are secure and bidders' personal information is safe. All of APN's products and services are PCI-compliant meaning they meet the payment card industry's stringent security requirements. APN was built on a secure network which protects cardholder data and encrypts this data when transmitted across the network. APN maintains a vulnerability management program, implements strong access control measures, regularly monitors and tests networks and maintains an information security policy to ensure a secure environment for all cardholder data.

### **Proxibid®'s Technical Capabilities**

This is offered as an example of the capabilities of the Auction Bidding Platform. Most functions outlined here are conducted through and with the assistance of Bidilla, Inc.. The Okaloosa County, Board of County Commissioners is not required to directly interact with Proxibid®. However, if the County chooses at a later date to directly interact with Proxibid®, such an arrangement can be made utilizing Bidilla, Inc.' Proxibid® Resale agreement. At that point, the Okaloosa County, Board of County Commissioners would be fully responsible for conducting their own auctions on the Proxibid® platform.

**Hardware, Software and Equipment:** Proxibid® will provide all the hardware, software, servers and Internet connection required to provide online bidding for the Okaloosa County, Board of County Commissioners.

**Hosting of the Auction System:** Proxibid® will host the online bidding solution. No Okaloosa County, Board of County Commissioners's computer hardware, software or database systems will be required. If the County chooses to utilize the resale agreement between Bidilla, Inc. and

Proxibid®, the auction listings can be embedded on the County's Web site, while still being hosted on Proxibid.com.

**Hardware and Software Maintenance:** All maintenance and upgrades to the hardware and software required to maintain the online bidding solution are the responsibility of Proxibid®.

**Operating Software and Applications:** Because Proxibid® owns the software and applications, Proxibid® directly provides all software and applications required for the auction to function.

**Secure Web Environment:** All registered, pre-qualified bidders create a unique password. Additionally, Proxibid® protects the web environment in multiple ways:

- Confidentiality of data
  - For employees who have access to confidential information in a customer support scenario, there is a policy in place to authenticate a caller before disclosing any user related information. Calls are recorded and recordings are reviewed periodically to ensure related policies are properly in use.
  - Data transmission is SSL encrypted
  - Passwords are stored as a one-way hash within the system database to further encrypt them.
  - Proxibid® does not directly retain data elements such as social security numbers or credit card numbers. If these items are needed, that event would be transacted through a 3<sup>rd</sup> party partner platform which has the necessary industry compliance in place to securely receive and store such data.
- Hosting of website
  - Proxibid® production systems are hosted in a private cloud platform dedicated to the core business. All related programs and solutions, such as the bidding application, and AuctionBuilder™, are all SSL secure sites.
- Audit trail of transactions
  - Proxibid® maintains a full audit logging of critical data created or changed within the system. Such items include, but are not limited to:
    - Each bid by user per item
    - System messaging between live auction application components during a sale
    - Additional critical user and sale information
  - Proxibid® maintains applicable logs for 90 days. However, if requested by the Okaloosa County, Board of County Commissioners, Proxibid® would be able to store the data for longer or shorter time periods.

**Connectivity:** Proxibid®'s solution allows for access from Windows-based systems and Apple-compatible systems. No special software is required by the computer systems of the Okaloosa County, Board of County Commissioners. Proxibid®'s solution is accessible through any modern Web browser.

**Maintenance and Support:** Proxibid®'s Client Services team offers unparalleled support to both sellers and bidders. Proxibid®'s team provides unmatched support via telephone and email before, during, and after every auction, as well as during our regular business hours, daily from 7:00 a.m. – 10:00 p.m. Central time. In addition to the types of services you would expect from a Client Services team, Proxibid®'s team takes extra steps to ensure your online success. The team regularly makes outbound calls to prospective bidders for upcoming auctions. Proxibid® constantly monitors auctions to ensure the best online experience possible for your bidders. Because Proxibid®'s customer support team is located at its Omaha headquarters, they are able to be more flexible than support Countys at other providers. Proxibid® has the capability to adjust staffing and hours to accommodate the Okaloosa County, Board of County Commissioners's events, to ensure that even unusually scheduled auctions have support available. Proxibid's Client Services team has a combined 48 years of customer service experience, enabling its team to provide the best possible experience for sellers and

bidders. Proxibid®'s multi-lingual support agents must complete a rigorous training program and are proficient in Proxibid's online bidding technology. Proxibid® provides a constant, open line of communications between sellers and bidders to ensure all parties have a positive online experience.

**Simple Login, Registration, and User Experience:** Registering to bid on Proxibid® is very easy. New buyers simply visit [www.proxibid.com](http://www.proxibid.com) and click the "sign up now" button at the top of the page. Or if bidders follow links from the Okaloosa County, Board of County Commissioners's or Bidilla, Inc.' webpage, and choose to bid on an item, they will be prompted to login or sign up on Proxibid®. Bidders answer a few basic questions and are ready to bid. Behind the scenes, our anti-fraud tool, MarketGuard™ runs the bidder through an approval process to ensure the buyer has the wherewithal to pay for the items and is a good candidate to bid in the County's auction(s). This process is seamless to the bidder. Prospective buyers do not have to register to bid to be able to view items in the County's auctions. Any potential bidder can view the auction catalog, review item descriptions and view photos without having an account. And, they can access the "create account" process from the auction catalog, making it easy for potential buyers to get signed up to bid at any point in the process.

Proxibid® provides sellers with an easy-to-use auction catalog builder that provides buyers with a consistent shopping experience from auction to auction, creating a level of comfort and trust with buyers.

**Simple and Uniform Methods to Submit Bids:** Proxibid® provides buyers with a user-friendly and intuitive way to submit bids via the Internet. All bidders are able to see the highest bid placed on an item. If a buyer has been outbid, Proxibid®'s system will send an automatic notification, encouraging the buyer to place a new bid. Bidders can place a bid, up to the maximum amount they wish to pay for an item, and Proxibid®'s system will bid, on the buyer's behalf, up to that maximum amount. Additionally, Proxibid® has the capability to accept bidding by people via fax and/or written correspondence.

**Rejecting Bids:** The seller may choose not to acknowledge a bid if it does not meet the minimum starting bid price or reserve price for the property. Additionally, the seller would be allowed to reject a bid for any reason whatsoever as determined by the County. Please be advised that rejecting bids without a reasonable explanation may have legal implications as an auction is considered a legal form of a sale.

**Withdrawing of Lots:** A seller would have the ability to remove single or multiple properties from an auction.

**Clearly Identified Auction End Times:** End times for all auctions on Proxibid® are clearly identified.

**Ability to Set and to Display a Reserve Price:** Proxibid®'s solution enables sellers to set the reserve price as appropriate. Additionally, the reserve price can be hidden from view. The use of reserves should only be used in limited circumstances. A reserve fee may apply for lots that do not sell.

**Ability to Set Minimum Opening Bid and Minimum Increment:** Proxibid®'s solution enables the seller to set a minimum opening bid as well as to customize the increments at which bids will be submitted. Caution is due in setting minimum opening bids. One of the key elements to a successful auction is the momentum created by competitive bidding. By setting an opening bid too high, this momentum may be diminished, creating less than desirable results. The excessive use of high opening bids may result in an opening bid fee for lots that do not sell.

**Record of Winning Bidder and Backup Bidder:** Proxibid® maintains copious records of all bidding activity in its system. Their technology team is able to track every bid placed, the time it



was placed and the IP address of the bidder. If at any time a buyer defaults on their bid, Proxibid® can quickly identify the second highest bidder and contact that person to determine their interest in purchasing the item.

**Access to Bidder Records:** All Proxibid® clients have access to bidding information for their auctions taking place in the Proxibid® marketplace. Proxibid® provides a dashboard complete with analytics from each sale, which provides detailed statistics, as well as contact information for all bidders in your sales, as well as a report of all winning bidders. Other statistics available include: online sales, online high bid, number of bids placed, number of online bids placed and more.

**Online Security and Fraud Protection:** Proxibid® is the most secure online bidding provider in the industry. All security systems, anti-virus and firewalls are capable of preventing the hacking of any auction information, as well as protecting against the assimilation or distribution of viruses and other programs. Additionally, bidder identity is always protected as bidders are only identified by the first and last letters of their usernames.

**Simple Auction Posting Solution:** Proxibid®'s web-based back-end tool, AuctionBuilder™, is easy to use, making it a breeze for sellers to get inventory listed into an auction. This secure system provides users with the ability to quickly upload their auction catalog, including item descriptions and photographs. Users have complete control over the auction (start and end times, auction type, reserves, increments, etc.). If an auction is active, the Okaloosa County, Board of County Commissioners can make modifications through Bidilla, Inc.. However, it is Proxibid®'s policy to contact all bidders in the auction if the changes involve updates to the terms and conditions or minimum or reserve pricing.

**Withdrawing an Auction:** The Okaloosa County, Board of County Commissioners can cancel an auction in the Proxibid® system without penalty. If the County chooses to cancel an auction, Proxibid® will send an email notification to all registered bidders informing them that the auction has been canceled. This notification is drafted by Proxibid®'s Communications County and is forwarded to bidders by members of its Client Services team.

**Dynamic Closing:** Proxibid® offers extended bidding in its online only auctions. If a bid is received within the last two minutes of the auction, the time on that lot is extended two minutes to allow the individual who was outbid the opportunity to place a new bid. The ending time will continue to extend until there is no competitive bidding within the last two minutes of the auction.

**Auction Templates:** Proxibid®'s AuctionBuilder program enables sellers to create auction templates so they do not have to create a brand new auction description every time a catalog is created.

**Standard Sales Closing Information:** All sales closing information is included in the auction catalog in a section entitled "Information and Special Terms." Sellers can easily copy and paste standard sales information into their auction catalog, enabling them to save valuable time and resources when creating a new auction. Payment terms, shipping details, and other "fine print" can be re-used as appropriate, from one auction listing to the next.

**Fraudulent Bidders:** Once buyers are interested in participating in an auction event, Proxibid®'s proprietary risk management tool, MarketGuard™, evaluates and filters potential threats, helping ensure a successful transaction between buyer and seller. Proxibid®'s MarketGuard™ fraud protection tool provides tier 4 bank-level protection, which allows bidders to provide "know your customer" information, complete OFAC checks, and a large number of other evaluation points. Proxibid®'s fraud prevention tools also monitor the bidding environment to detect potential malicious activity to help ensure all bidding activity is reliable. Proxibid® keeps copious records of all bidder activity in the marketplace. If a bidder has defaulted in past auctions, that bidder will

not pass the requirements to be admitted to bid in Okaloosa County, Board of County Commissioners's auctions.

**IT Backup and Storage:** As part of normal operations, all systems and data stored on Proxibid®'s network are being backed up on tapes every evening. These tapes are stored on 20-day rotations and a copy is stored off site every week in a storage facility managed by an outside storage company.

**IT Continuity:** Proxibid®'s online bidding platform environment utilizes a high amount of redundancy, and there are alternatives for each functional part of the infrastructure so that no single issue or event can take down the Company's online service, from Proxibid®'s network and Internet service provider, to its firewalls, servers and data storage.

Proxibid®/Proxibid® bidding systems:

- Maintain Enterprise-level infrastructure and support for Proxibid®'s data center and technology solutions.
- Maintain up time of the platform at more than 99.9%.
- All relevant components within the data center are redundant to both Dallas and Chicago
- Most redundant components within the data center have automatic fail-over or are used in parallel.
- Redundancy and automation solutions include network, servers, databases, data storage as well as support systems such as power, cooling and backup generators.
- Maintain redundant data centers in geographically diverse cities.
- Ability to fail over from one data center to the other within minutes.
- Multiple Internet carriers supporting data center connectivity.
- Maintain similar Enterprise-level infrastructure at our office location, minimizing risk to our local network, phone system and other resource supporting the business services and products.
- Data center partner maintains a robust staffing model 24x7.
- Data center partner operates as an extension of our in house technology infrastructure team, ensuring the best possible support around the clock.
- Data center partner maintains industry standard compliances such as PCI and SAS70 Type II.

Bidilla, Inc. reserves the right to change the dynamic online bidding platform from ProxiBid® to another platform, if it deems the change necessary.

## BIDDER TERMS & CONDITIONS

Bidder Terms & Conditions must be established for your auction segments, and may change from segment to segment. You may provide your own with the consent of Bidilla, Inc. or you may allow Bidilla, Inc. to provide the Bidder Terms & Conditions. To stipulate your own Bidder Terms & Conditions, please submit such terms and conditions in writing to Bidilla, Inc. If no such Bidder Terms & Conditions are received, we will use our current Bidder Terms & Conditions for the type of auction segment being conducted. Bidilla, Inc. updates its Bidder Terms & Conditions from time to time. Below is a sample of one version of our current Bidder Terms & Conditions.

### BIDDER TERMS & CONDITIONS:

Principal Auctioneer: <INSERT AUCTIONEER NAME & LICENSE NUMBERS HERE>

**BIDDING:** Bidding on any item will be considered sufficient evidence that a bidder accepts all conditions set forth in these BIDDER TERMS & CONDITIONS. The Auctioneer has the authority to accept or reject any and all bids. The Auctioneer's decisions are final.

**BUYER'S PREMIUM:** A Buyer's Premium of (BP%) will be charged on the total bid. EXAMPLE: If you intend to spend no more than \$100.00 on an item, bid to (\$Example). A (BP%) Buyer's Premium of (\$Example) will then be added to the (\$Example), bringing your total to (\$Example). You will save (\$Example).

**SALES TAX:** Florida and Georgia Sales Tax (State and Local) will be collected on all sales made and delivered within the states of Florida and Georgia. The States of Florida and Georgia Departments of Revenue's Rules require that Sales Tax be charged on the total invoice price including Buyer's Premium. The buyer is responsible for all other out of state sales tax due on items shipped. Buyers purchasing items for Resale must provide a current Resale Certificate PRIOR to each Auction. Tax Exempt Bidders must provide a current Tax Exempt Certificate PRIOR to each Auction.

**MERCHANDISE:** ALL ITEMS ARE SOLD "AS-IS, WHERE-IS" WITH NO WARRANTY EXPRESS OR IMPLIED, unless otherwise stipulated. We do our best in describing items. Time will be made available prior to each Auction for a preview of the items to be sold. It is the buyer's responsibility to carefully inspect the items prior to the Auction. Descriptions of an item are not meant to be used in lieu of actually inspecting the item yourself. Most items offered for sale are used and may contain defects not immediately detectable. Bidders are encouraged to inspect the property prior to bidding. Bidders must adhere to the preview and inspection dates and times posted. ALL SALES ARE FINAL.

BIDDERS accept any and all liability and will hold Bidilla, Inc. and <INSERT ENTITY NAME HERE> harmless for injuries sustained by BUYER or Agents, Employees, or Contractors, or any person acting on behalf of or in conjunction with the BUYER, during the preview and inspection and pickup of items being sold.

**DESCRIPTIONS AND PHOTOGRAPHS:** Occasionally errors occur in item descriptions and photographs. Item descriptions or photographs are not to be used in lieu of a personal inspection of an item. Time is made available prior to the auction to inspect the items. ALL SALES ARE FINAL!

**PAYMENT:** Payment is expected immediately following the Auction, on the day of the Auction. Acceptable forms of payment will be: Visa, MasterCard, Discover, American Express or wire transfer. ALL items invoiced to a bidder must be paid for prior to the bidder removing ANY of the items. If any payment is past due five (5) days following the auction, there will be a 5% late fee assessed to your

invoice. If full payment not received by 5PM ET on the seventh (7<sup>th</sup>) day following the Auction, the nonpaying bidder will have their bidding privileges revoked from Bidilla, Inc. and a dispute will be filed against them on Proxibid. **ONCE A DISPUTE IS FILED, THE AUCTION IS CLOSED AND IT IS TOO LATE TO MAKE A PAYMENT.**

**REGISTRATION:** Registration is required in order to bid at any Bidilla, Inc. Auction. This registration includes your name, address, phone number, email address, state issued Identification or Driver's License, and credit card number. Since the act of bidding at an Auction creates a binding contract, the giving of false registration information may constitute an act of fraud. By registering to bid you agree to be added to our email list. You have the option to opt-out after you receive the first email.

**ITEM PICKUP:** All items are to be picked up by the buyer on <INSERT DATES & TIMES>, after full payment of the invoice and verification of funds. No party, other than Bidilla, Inc. is authorized to release any item sold at this auction. **ALL ITEMS MUST BE PICKED UP BY <INSERT DATES & TIMES>. THERE ARE NO EXCEPTIONS TO THIS. ANY ITEM REMAINING AFTER <INSERT DATES & TIMES> WILL BE CONSIDERED ABANDONED PROPERTY. NO REFUNDS WILL BE GIVEN ON ABANDONED PROPERTY.**

**SPECIAL NOTES ON PICKUPS:**

Please bring loading assistance with you. There will be no loading assistance from <INSERT ENTITY NAME HERE> Employees or Bidilla, Inc..

Some items may require disassembly to move from location. Please bring adequate tools with you. There will be no tools available at the location. There will be no assistance from <INSERT ENTITY NAME HERE> or Bidilla, Inc. on disassembly.

There is the possibility that your items may be blocked by other winning bidders' items. We ask that you use the same care and respect for their items as you would with yours.

**REMOVAL OF LOTS FROM A SALE:** Bidilla, Inc. will make all reasonable efforts to have all items advertised, available for sale. However, there may come an occasion that an item must be removed from the sale. Bidilla, Inc. assumes no liability for damages incurred by the removal of an item from a sale.

**RESERVE:** Most items are offered without reserve or minimum bid. If an item has a reserve, a proxy bidder may bid on behalf of the seller until the reserve is met. However, we will not offer an opening bid on behalf of the seller. If no opening bid is received, or if the bidding does not reach the reserve amount, we will pass the item or submit the high bid as an "offer" to the seller for their acceptance.

**LIABILITY:** By Bidding, the Bidder agrees to hold Bidilla, Inc. and the Auctioneer harmless for errors & omissions. Further, the Bidder agrees to hold Bidilla, Inc. and the Auctioneer harmless, as agents of the seller, for issues arising from the transfer of title of goods purchased.

**EMPLOYEES & ASSOCIATES:** Employees and associates of Bidilla, Inc. and of employees and associates of <INSERT ENTITY NAME HERE> are permitted to purchase lots at competitive bidding under the same terms, rules and regulations as the general public.

**ARBITRATION:** In the event that a dispute arises from an Auction under these TERMS & CONDITIONS, the Bidder agrees to resolve the dispute through Binding Arbitration, whereby the prevailing party is entitled to reimbursement of their legal fees by the opposing party.

VENUE: By bidding at this auction, the bidder agrees that the contract created by these conditions of sale is made and performed in the county where the Auction is conducted, in the State of Florida. Any dispute arising from this Auction will be resolved in, and under the laws of the County and State where the Auction was conducted.

SEVERABILITY: The Bidder agrees that if any portion of these TERMS & CONDITIONS is deemed unenforceable or invalid, the remainder of the TERMS & CONDITIONS shall remain enforceable and valid.

SHIPPING: The BUYER is responsible for all removal packing or packaging and shipping of all purchased items. BUYER accepts any and all liability and will hold Bidilla, Inc. and <INSERT ENTITY NAME HERE> harmless for damages to the purchased items and/or damages to the property of others incurred by the removal, packing or packaging and shipping process. BUYER accepts any and all liability and will hold Bidilla, Inc. and <INSERT ENTITY NAME HERE> harmless for injuries sustained by BUYER or Agents, Employees, or Contractors, or any person acting on behalf of or in conjunction with the BUYER, during the removal, packing or packaging and shipping process.

<INSERT SHIPPING OPTIONS HERE>

These companies can handle picking up, packing, and shipping anything from small items to large items that must be palletized and put on a truck. They are also willing to give shipping quotes before you bid. This is just one resource available to you, and is not a recommendation to use any particular company.

# bidilla, inc.

336 East College Avenue, Suite 108  
Tallahassee, Florida 32301-1554  
(850) 778-3003  
www.bidilla.com

January 26, 2018

Okaloosa County, Board of County Commissioners,

Bidilla, Inc. began in 2008 as Aaron Joseph & Company, LLC. In 2012, as an auction company, Aaron Joseph & Company, LLC, doing business as Global Auction Services, made the strategic move to focus on the government surplus market. As part of its new focus, Global Auction Services sought to come up with solutions that meet the needs of this market segment. After many discussions with those tasked with having to sell government surplus for their respective entities, three facts were discovered:

1. Online auctions were widely accepted and seen as the best option for government surplus sales.
2. Most government entities don't have the personnel, resources, or expertise to manage their own online auctions.
3. Those governmental entities that are able to manage their own online auctions were stuck with few choices of online bidding platforms that don't reach the wide markets that online bidding platforms designed for use by licensed auctioneers reach.

As a result, Global Auction Services pioneered a fully-managed online auction concept for governmental entities. With our auction concept, there is no commission paid by you. The buyer pays the commission through a buyer's premium. That means you receive the full high bid price for the items you sell. Instead of creating a new online bidding platform, we chose to use Proxibid® because of their clear dominance in the online auction marketplace for assets typically surplus by governmental entities.

Our fully-managed auction solution means that our team provides the personnel, resources, and expertise to manage your online auctions. If you choose to manage your own online auction, we can provide you with access to bidders around the world. If you are in between, we can offer you a fully-managed solution when you need it, and allow you to earn additional revenue through an earned share of the buyer's premium for auctions where you do some of the work. In addition, if you meet certain sales volume tiers, you will receive a portion of the buyer's premium as an Annual Buyer's Premium Share.

After continued success, Aaron Joseph & Company, LLC converted from a Limited Liability Corporation, to a C-Corporation on April 1, 2016, and took the name Bidilla, Inc.. As you can see, with Bidilla, Inc., you get more than just an auctioneer – you get a team of professionals, both in house and with our affiliates, dedicated to the success of your auction program. With Bidilla, Inc., your auction solutions are made easy. With our services you receive many additional value-added features. Please review our quote, and ask any questions you may have and remember, it isn't always about the lowest buyer's premium, it's about convenience, experience, level of service, and the biggest check to you.

We look forward to working side by side with you to achieve the best results from your sales.

Thank you for your consideration,



Joseph F. Kikta, FL AU4236  
Bidilla, Inc. – FL AB3574  
Chief Executive Officer  
850-778-3003 CELL