

Electronic Bid Services Proposal

Services

Central Auction House (CAH), a Louisiana Corporation domiciled at 11103 Park Place Drive, Baton Rouge, LA 70818, will provide unlimited and uninterrupted access to the Central Bidding Standard Electronic Bidding SaaS to City of Town of MicanopyArcher, Florida (TMCAFL), a Florida Political Subdivision domiciled at 16870 SW 134th Avenue, Archer, Florida 32618706 NE Cholokka Blvd. (NE 1st St.), Micanopy, Florida 32667 for the purpose of electronic bidding. TMCAFL will receive unlimited and uninterrupted access to the Central Bidding Standard Electronic Bidding SaaS for the term of this contract. TMCAFL agrees to post all of their public bids to the CAH Web Site for the term of this agreement. TMCAFL agrees to post all bid documents at time of release to the CAH Web Site. This agreement provides for the proprietary utilization of the Central Bidding Standard Electronic Bidding SaaS by TMCAFL. TMCAFL also agrees to add the following language to their public bid notifications/advertisements as well as their instructions to bidders and/or bid documents; "Official Bid Documents are available at Central Bidding (www.centralbidding.com). Electronic Bids may be submitted at Central Bidding (www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814."

Acceptable Technology

<u>TMCAFL</u> agrees that the technology utilized by CAH to assure electronic bidding compliance and site security to be sufficient. CAH utilizes a public-private key pair technology, secured by SHA-3, to secure passwords. CAH utilizes a padded 2048 bit RSA encryption to assure bid security. <u>TMCAFL</u> agrees that the technology utilized by CAH fulfills the requirements for both Electronic Signatures as well as Digital Signatures.

Training

CAH will provide web based or on-site training for employees and/or agents of <u>TMCAFL</u> as required to fully assure understanding and procedural compliance with the Central Bidding Standard Electronic Bidding SaaS.

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Pricing

CAH agrees to provide the Central Bidding Standard Electronic Bidding SaaS at no charge to <u>TMCAFL</u> for the full term of this agreement.

Contract Term

This contract will remain in force for one calendar year from the date of signature. This contract will automatically renew for consecutive one calendar year terms unless written notification of either termination or alteration is provided in writing by either party with a minimum of thirty (30) days written notice of intent to cancel or negotiate new terms.

Public Records

CAH shall comply with Florida Public Records Laws; specifically, CAH shall:

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

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CAH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING CAH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CAH SHOULD CONTACT THE CUSTODIAN

OF PUBLIC RECORDS AT 352-<u>466-3121</u>495-2880, OR <u>SSAMARIO@MICANOPYTOWN.COM</u> <u>DALLTOP@CITYOFARCHER.COM-OR 706 NE CHOLOKKA</u> <u>BOULEVARD MICANOPY, FLORIDA 32667. 16870 SW 134TH</u> <u>AVENUE, ARCHER, FLORIDA 32618.</u>

Governing Law and Venue

The parties understand and agree that the relationship between them is that of <u>TMCAFL</u> and CAH, and it is specifically understood and agreed that this Agreement and the relationship between the parties shall be construed in accordance with the laws of the State of Florida. The parties agree that venue is proper in <u>AlachuaAlachua</u> County, Florida.

Town of MicanopyCity of Archer, Florida

Date

Central Auction House

Date