

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/25/2022

Contract/Lease Control #: C22-3183-OMB

Procurement#: RFP OMB 06-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: SMARTSIMPLE SOFTWARE, LTD

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/24/2022

Expiration Date: 05/23/2025 W/2 1 YR RENEWALS

Description of: GRANTS MANAGEMENT SYSTEM

Department: OMB

Department Monitor: DOUGLAS

Monitor's Telephone #: 850-651-7643

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

Closed:

Cc: BCC RECORDS



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

Procurement/Contract/Lease Number: TBD Tracking Number: 41570-22  
Procurement/Contractor/Lessee Name: SmartSimple Grant Funded: YES \_\_\_ NO X  
Purpose: Grant management software  
Date/Term: 3 yrs w/ 2 1yr renewals  
Department #: 032  
Account #: 552801  
Amount: 52,494.00 + 1650 per day  
Department: OMB Dept. Monitor Name: Oayles

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Christa Mason Date: 4-6-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: no Federal Req Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached Date: 4-6-22  
Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 4/15/22  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_



**DeRita Mason**

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**From:** Lynn Hoshihara  
**Sent:** Monday, April 18, 2022 2:30 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Kristina LoFria  
**Subject:** Re: RFP OMB 06-22-SmartSimple Contract  
**Attachments:** SmartSimple, LTD 4.18.22.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

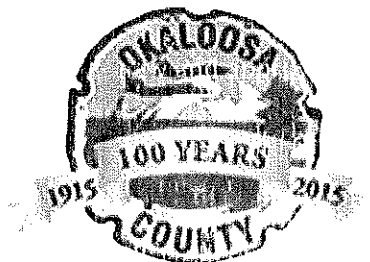
Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject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

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**From:** DeRita Mason  
**Sent:** Wednesday, April 6, 2022 11:34 AM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Kristina LoFria  
**Subject:** RFP OMB 06-22-SmartSimple Contract

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department



**DeRita Mason**

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**From:** Kristina LoFria  
**Sent:** Wednesday, April 6, 2022 10:54 AM  
**To:** DeRita Mason  
**Subject:** RE: RFP OMB 06-22-SmartSimple Contract

DeRita,

Good morning, this is approved by Risk for insurance purposes.

Thank You

*Kristy LoFria*

Okaloosa County BOCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>*

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

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

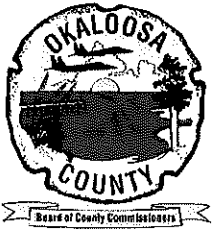
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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, April 6, 2022 10:34 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>  
**Subject:** RFP OMB 06-22-SmartSimple Contract

Good morning,  
Please review and approve the attached.







# Board of County Commissioners Purchasing Department

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State of Florida

Date: March 18, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFP OMB 06-22

Grant Management Software

Okaloosa County would like to thank all businesses, which submitted bids to the Grant Management Software. (RFP OMB 06-22)


After in-depth examination of all bids in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**SmartSimple Software, Ltd.**  
**30 N Gould Street, Suite 8131**  
**Sheridan, WY 82801**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager





Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

## Detail by FEI/EIN Number

Foreign Profit Corporation

SMARTSIMPLE SOFTWARE LTD CORPORATION

### Filing Information

**Document Number** F17000003360  
**FEI/EIN Number** 46-0522293  
**Date Filed** 07/27/2017  
**State** DE  
**Status** ACTIVE

### Principal Address

33 W. 19TH STREET, 4TH FLOOR  
 NEW YORK, NY 10011

### Mailing Address

33 W. 19TH STREET, 4TH FLOOR  
 NEW YORK, NY 10011

### Registered Agent Name & Address

REGISTERED AGENTS INC  
 7901 4TH STREET N,  
 SUITE 300  
 ST.PETERSBURG, FL 33702

Name Changed: 04/22/2021

Address Changed: 01/29/2019

### Officer/Director Detail

#### **Name & Address**

Title D

REID, MIKE  
 111 PETER STREET, SUITE 405  
 TORONTO, ON M5V-2H1 CA

Title P

Fromstein, Michael  
 111 PETER STREET, SUITE 405  
 TORONTO M5V-2H1 CA

Title T

REID, BERNADETTE  
111 PETER STREET, SUITE 405  
TORONTO, ON M5V-2H1 CA

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	04/25/2019
2020	05/07/2020
2021	04/22/2021

**Document Images**

<a href="#">04/22/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/07/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/27/2017 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND SMARTSIMPLE SOFTWARE, LTD**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 24, day of May, 2022, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and SmartSimple Software, Ltd., a Foreign Profit Corporation, whose address is 38 W. Fulton Street, Suite 301, Grand Rapids, MI 49503, USA, authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 46-0522293.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide **GRANTS MANAGEMENT SYSTEM** (“Services”); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

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

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County as further detailed below.

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

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement RFP OMB 06-22 and Contractor’s Response;  
Attachment “B” – Insurance Requirements;  
Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;  
Attachment “D” – Federal Clauses

**2. Services.** Contractor agrees to perform the following services, **GRANTS MANAGEMENT SYSTEM**. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform

CONTRACT: C22-3183-OMB  
SMARTSIMPLE SOFTWARE, LTD  
GRANTS MANAGEMENT SOFTWARE  
EXPIRES:05/23/2025 W/2 1 YR RENEWALS

the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin when all parties have signed, and shall continue for a period of three (3) years. The Agreement shall be renewed for an additional two (2) one year renewals upon mutual written agreement by all parties.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor:

One-Time set-up fee: \$33,825.00

Year one subscription fee: \$6,000.00

Year two subscription fee: \$6,180.00

Year three subscription fee: \$6,489.00

Software Conversion cost (Pentamation and OnBase): \$1,650.00 per day

- a. Contractor shall submit an invoice to the County upon completion of services. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

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

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

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

**7. Termination and Remedies for Breach.**

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

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

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



the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

<b>If to the County:</b>	Faye Douglas, OMB Director 1250 N. Eglin Pkwy SW Shalimar, FL 32579 850-651-7643 <a href="mailto:fdouglas@myokaloosa.com">fdouglas@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Dan Eardley, President US Operations SmartSimple Software, Ltd. 307-363-5460 <a href="mailto:deardley@smartsimple.com">deardley@smartsimple.com</a>	

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

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the

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

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

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

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the

other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

unemployment, disability and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

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

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

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

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

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

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies

that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

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

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

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

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

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

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

**SMARTSIMPLE SOFTWARE, LTD:**

DocuSigned by:  
  
D6DA20A44621437...  
\_\_\_\_\_  
Signature

Dan Eardley

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President, US operations

\_\_\_\_\_  
Title

---

**OKALOOSA COUNTY, FLORIDA**

BY: **John Hofstad** Digitally signed by John Hofstad  
Date: 2022.05.24 15:07:20 -05'00'  
\_\_\_\_\_  
John Hofstad, County Administrator

**Attachment "A"**  
**Contractor's Proposal**

SmartSimple Software

smartsimple

[www.smartsimple.com](http://www.smartsimple.com)

SmartSimple Software Ltd.  
30 N Gould St Ste 8131  
Sheridan, WY 82801

**Okaloosa County, State of Florida  
Request for Proposals (RFP) OMB 06-22**

***PREPARED BY***

**Christina Ng**

Director of Business Development E:  
cng@smartsimple.com



<b>RFP Contact Details</b>	
<b>RFP response prepared by:</b>	<b>Edward Ng</b>
<b>On behalf of:</b>	<b>Christina Ng</b>
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Phone:	+1 747.258.5058
Toll Free:	1.866.239.0991
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Wiki:	<a href="http://wiki.SmartSimple.com">http://wiki.SmartSimple.com</a>

Recipient acknowledges and agrees that

1. Recipient will treat this document, and any related attachments as containing strictly confidential information;
2. Recipient will maintain this document, and any related attachments in a secure place and limit access to only those employees or agents of Recipient to whom it is necessary to disclose the strictly confidential information in furtherance of Recipient's review of SmartSimple's services and the Request for Proposal process;
3. Recipient will prevent disclosure of any confidential information by any employee, agent or representative of Recipient to unauthorized parties and assumes liability for any breach of this confidentiality, or for any other unauthorized disclosure or use of the confidential information by it or any of its employees, agents, or representatives; and
4. Recipient and its employees, agents, and representatives will not use any confidential information in any way other than in connection with its review of SmartSimple's services and the Request for Proposal process.

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## **Letter of Interest / Cover Letter**

2 February 2022

DeRita Mason  
Sr. Contracts and Lease Coordinator  
Okaloosa County, FL

DeRita,

Thank you for considering SmartSimple Cloud as you gather more information for your grants management services.

We trust that in our written response we have fully addressed your desire to have an end-to-end grants lifecycle support enabling staff to successfully manage grantee activities (pre-award, post-award through grants close-out) across multiple grant categories. Your SmartSimple solution will provide a consolidated source for all your active and completed grants the city receives and awards. Your SmartSimple solution will be able to scale according to peak periods as well as grow with your organization's future needs.

We offer a cloud-hosted system to manage, report on, and track all of your data related to grant-making and more. Our software is only limited by our imagination. Many of our existing clients who have started with our grant-making solution, continue to find other use cases for our flexible and robust technology.

SmartSimple's experience with government institutions, including several state agency clients, affords us the experience to advance your grant-making services while strictly remaining compliant with provincial and federal regulations. We are proudly ISO 27001 certified.

### **Company**

Although we think and try hard to act with the enthusiasm of a "perpetual startup", we have in fact been providing our platform solution to organizations since 2002.

- During that time the world has changed enormously but we have continued to build our business the old-fashioned way – one client at a time.
- And now, in 2022, we have over 400 clients that form the SmartSimple's community.
- During that 20-year period we have lost less than 30 clients, generally due to their changes in business direction or their organization being acquired by another.

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That journey has taken us from initially working with smaller organizations to now working with some of the largest organizations on the planet. We have been able to achieve this through innovation, hard work and building trust. To quote our hero Peter Drucker: “the business of business is the creation and retention of a customer” – this is who we are.

### Technology

SmartSimple has one piece of technology, a cloud-based platform for business process automation and collaboration. The current generation of this platform is called SmartSimple Cloud - it is the third generation of this technology. Through configuration, not customizations, the platform meets different market and client needs.

For grants management the solution is called SmartSimple Cloud for Grants Management. All our clients use the same platform, but with different configurations. In this response we will describe the many aspects and features of our solution that speak to your requirements.

Yours sincerely,



Christina Ng  
Director of Business Development

## I. Functional and Technical Requirements

### a. Response to section 2.2. Functional Requirements

- Support a minimum of 20 users

Yes. SmartSimple Cloud is a cloud-based software-as-a-service (SaaS) solution that can support your minimum requirement of 20 users.

The solution is designed to handle high volume of data requests and user access concurrently. Our solution is hosted on Amazon Web Services (AWS) facilities and AWS load balancers scale server capacity as required, and achieve high-level performance. Other client server configurations have supported many more than 20 concurrent users with expected load times.

- Search online databases of available funding opportunities, including grants.gov

SmartSimple integrates with grants.gov and enables administrators to construct search criteria and subscribe to it. A process is run nightly to retrieve information and changes. When it finds a match, notification will be sent to the corresponding server where corresponding processing will occur. The system administrator would be able to download an opportunity to a top-level record within the application. When it detects a change with the downloaded opportunity, it will notify the user to refresh the opportunity.

The platform that integrates with grants.gov will pull information from it daily and will populate a table within our database that the County can search on. Once downloaded as a record within the system that can be reported on. Since this information is downloaded from grants.gov, a link would be established with the original table so that the user can pull in any updated information regarding the opportunity.

- Receive automatic notifications of grants that meet saved search criteria

SmartSimple has the grants.gov service set up so that system admin can construct search criteria and subscribe to that service. A process that runs regularly will retrieve information and changes. When it finds a match, notification is sent to the corresponding server where processing will occur. Ad hoc searches can also be done where a match will allow the system admin to download the opportunity.

- Create new grant/project records

SmartSimple Cloud can manage your grant/project records information using a set of pre-defined modules. Using Program Manager module, the County can create grant/project management records according to specific categories or attributes. Attributes like open and closing data can be used to automate the opening and closing of intake periods.

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#	Program Name	Program Type	Program Manager	Status	Last Updated
1	The Dundies	General Operating Grant Program	Sarah Fairclough	Active	06/11/2021 11:23
2	Information and Digital Rights	General Operating Grant Program	Elizabeth Pickering	Active	09/23/2021 14:20
3	Early Childhood and Education	Education Initiative	Garrett Alford	Active	12/22/2020 16:43
4	Community Support	Community Support Program	Greg Stanley	Active	11/16/2020 17:00
5	Global Philanthropy Initiative	International Strategic Initiatives Program	Greg Norman	Active	11/16/2020 16:55
6	Enhancing Opportunity Nationwide	Foundation Services Program	Garrett Alford	Active	11/16/2020 16:55
7	COVID-19 Relief	Emergency Disaster Assistance Program	Greg Stanley	Active	11/16/2020 16:55
8	Representing Equity and Anti-discrimination in the Arts	Arts & Culture Funding Program	Garrett Alford	Active	11/16/2020 16:54
9	Individual's Program 2020	Individual Initiatives Program	Rachael Sloat	Active	11/16/2020 16:54
10	General Bursaries	Education Initiative	Greg Stanley	Active	11/16/2020 16:54
11	National Efforts to Advance Gender Equity	Community Support Program	Garrett Alford	Active	11/16/2020 16:53

Figure 1 – Program Manager Module Sample Program List

- Multiple users can collaborate on a single application

SmartSimple Cloud supports collaboration among applicants as they prepare and complete grant applications. The platform enables organizations to manage multiple users (internal and external). User permissions are managed through Role-Based Access Control (RBAC). RBAC permissions define how individual user roles may interact with each level of data.

The platform has configurable functions so that users can access, edit and update and edit the application. Applications are generally broken up into sections, which enables the system to lock records that are being edited while allowing other users to edit other sections of the same application. This functionality prevents conflicts and maintains data integrity.

*Collaboration among internal users:* The solution can have more than one staff member assigned to an application, provided each staff member has a defined set of role-based tasks and has the appropriate access permissions.

- Modify descriptive data about grant (e.g. program type, grant number, project title)

This is standard system functionality. The Program Manager enables you to build and manage your grants making programs, even modify descriptive data such as the grant types and titles. The grant number or the Program ID is a unique number that is generated in sequence so it cannot be modified. The solution is equipped with audit log functionality so your organization can track who and when grant related data was modified.

- Assign unique number to each grant/project

The system can apply unique identifiers to numbers automatically based on a basic incremental numbering schema. Client-provided patterns, logical formats, or by other (external) standard schema

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are also supported. SmartSimple Cloud can use the County's existing numbering format and can continue with the next ID number in sequence.

- Assign and modify budget data associated with a grant

SmartSimple Cloud can be used to assign and modify budget data associated with a grant. The program budget, or the amount of money available for a program, can be configured and managed in the Program Manager module. Assigning and modifying budget data is supported by the system's role-based access controls.

If the County needs advanced functionalities to satisfy business rules and requirements, we recommend adding the Funds Manager module to your SmartSimple solution.

The Funds Manager can be employed to manage the County's budgets for restricted and unrestricted funds. Where grants are funded from one or more budgets, the Funds Manager allows you to track any grant payment back to its underlying budget(s). The module also enables the County to track budgets in hierarchical categories and program areas. This functionality enables you to separate the management of budgets from the management of grant programs, making your process efficient and more refined.

General Community

Main		Budget Areas					
View: Default		Sort by: Default		Asc			
#	Program Fund	Budget Area	Status	Original Fund Amount	Allocated Funds	Remaining Funds	
<input type="checkbox"/>	1 General Community	Sponsorship Program Fund	Active	\$395,000.00	\$0.00	\$392,500.00	Open
<input type="checkbox"/>	2 General Community	Rural Development Institute Fund	Active	\$2,000,000.00	\$494,000.00	\$1,506,000.00	Open
<input type="checkbox"/>	3 General Community	Other Community Development Fund	Active	\$150,000.00	\$0.00	\$150,000.00	Open
<input type="checkbox"/>	4 General Community	General Community Fund	Inactive	\$706,000.00	\$0.00	\$706,000.00	Open
<input type="checkbox"/>	5 General Community	Community Initiatives & Affected Areas Program Fund	Active	\$1,500,000.00	\$20,000.00	\$1,480,000.00	Open
<input type="checkbox"/>	6 General Community	Community Development Program Fund	Active	\$3,300,000.00	\$582,000.00	\$2,718,000.00	Open
<input type="checkbox"/>	7 General Community	Cancer Research	Active	\$1,000,000.00	\$0.00	\$1,000,000.00	Open
				\$9,051,000.00	\$1,096,000.00	\$7,952,500.00	

Figure 2 Individual awards linked to a specific budget

- Adjust budgets during grant lifecycle with proper approval

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The solution enables the County to adjust budgets during the grant lifecycle. With role-based access controls (RBAC), budgets can be adjusted by authorized personnel.

- Create, assign, track and measure performance goals (numerical, percentage change, percent achieved)

The organization determines its granting priorities and establishes the related funding, selection criteria and outcomes criteria prior to the commencement of any grant application process. These functions can be managed in the Program Manager module.

Data pertinent to the County's goal setting and reporting requirements have to be captured to create, assign, track and measure performance goals. SmartSimple Cloud allows your organization to report on any field stored within the database. Your organization has access to an unlimited number of fields that you can customize, enabling you to define critical data points you need to track grants project performance. These custom fields can be numerical types or calculated number/value for your performance measurements. The County has control over your data sets.

SmartSimple Cloud drives the need for accurate evidence collection. The configurable nature of the SmartSimple platform ensures that the grantmaking processes contained within your system are authentic to your business needs and requirements. With the ability to include both quantitative form elements within the application stage and grantee monitoring processes, the system can automate much of what is typically the manual performance measurement process. On top of outcomes and performance management, SmartSimple also includes robust predictive analytics and machine learning functionality, enabling you to create any number of analytical models including outcome predictions.

- Delegate portions of goals to specific projects or initiatives

SmartSimple Cloud can be used to track granting activities. It can be configured to allow administrators to delegate portions of goals to specific projects or programs. The data associated with those goals will then be viewable only to those project managers associated with the projects or initiatives. Different project workflows can be updated to reflect changes in goal delegation.

- Fully manage organization projects or initiatives including tasks, deadlines, data and communications

**Managing projects or initiatives**  
SmartSimple Cloud helps the County manage projects or initiatives with clearly defined grants management workflows. Workflows are used as instructions to automate a management process. Processes that workflows can trigger include

- Reminders and alerts, e.g., "quick messages" or emails sent to a user's (reviewer, applicant, staff etc.) email account

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- Task lists of items requiring completion
- Emails containing report data generated by the workflow system and sent to the user via email.

With respect to grant applications, these are sent to appropriate user roles through a set of statuses that make up the routing process. Status changes (e.g., in progress, complete, overdue, etc.) trigger the system to automate approval, alerts and acknowledgement of applications. The workflow subsystem ensures that your management processes are structured, followed in their assigned order, and tracked within the system.

### **Document management**

Any number of documents of any type can be uploaded to a grant application. SmartSimple Cloud can verify that all required documents are attached prior to submission. Document and file management is built into the system so all attached file types are stored in context. Workflows can be triggered by the document upload action and a rich set of functions is available for each of these document type fields.

### **Communications management**

The platform offers multiple communication tools including emails, email broadcast, group email (group-based), system-provided internal messaging functionality, direct messages, quick messages and pin boards. All email tools support branded templates and can pull data from any record to personalize the message (i.e., person's name, relevant date, message type etc.). Importantly, as discussed above, the platform can automate messages around role and statuses based on workflows. Access to the system and collaborative tools is controlled by the user's role.

- Upload and associate documents with grants, projects, contacts, etc.

Custom fields for uploading single or multiple files can be configured in the platform. The system provides options to allow clients to manage attachments and uploaded data. The County can control

- The type of documents that can be uploaded to each field
- Real-time virus scan of each document
- The user types/roles that can access the document (through role-based or attribute-based access controls)
- Keyword search of all documents containing text (PDF, MS Word, MS Excel, MS PowerPoint, etc.)
- Document version control to avoid overwriting files with same file names
- Alerts: Staff can be informed when a document is uploaded
- PDF merge documents: Documents can be automatically merged into a single document for distribution outside the system



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- Dates (configurable to varied date standards)
- Hyperlinks
- Dropdown lists (including pre-populated lists)
- Size restrictions of uploaded files.

You can drag and drop a file or multiple files into your forms or applications. A single file size up to 2GB can be uploaded and there is no limitation to the number of files uploaded across the system. The 2GB file size limit is not a technical limit, and can be increased if required.

### ▪ Link multiple grants to one project or category

The Program Manager module supports granting priorities and establishes the related funding, selection criteria and outcome criteria before the commencement of any grant application process. Multiple funding sources can be connected to one project or category managed by the Program Manager.

### ▪ Segment grants into multiple projects, including splitting budget and performance activity data

SmartSimple Cloud's Program Manager module supports these requirements. Multiple funding sources can be connected to each program (for example multiple Donor Advised Funds (DAF) in the Community foundation). Any number of programs can be defined in the Program Manager. Additionally, the Budget Manager module can also be utilized where there are complex many-to many relationships between budgets and programs.

▪ Define and customize workflows based on funding type, approvals required, and department needs  
SmartSimple Cloud helps the County manage submissions by following a seamless process as defined by your grant management workflows. Workflows are used as instructions to automate a management process. Any number of workflows can be defined and configured in the system. The system is robust enough to allow workflows running in parallel.

All workflows contain mandated steps, dependencies, and optional steps. Workflows can be created and managed by a permissioned user according to a set of criteria for submission. The system offers multiple trigger options such as dates, times, variable timeframes, status changes, in-system events, submissions, user activities, etc. Your permissioned user can use criteria such as amount, amount requested, scope of project, etc. to configure a workflow.

Workflows can be configured to allow data objects to enter and exit workflow processes at varying stages of the grants management process. The platform's workflow subsystem supports branching logic, and can be employed at any stage of the process lifecycle. The system is designed to capture the

widest variety of workflow use cases, allowing you to decide how you handle your processes and make changes as needed.

- Calendar function to track deadlines, tasks and assignments

The platform has native calendar functionality that allows users to track upcoming activities, events and opportunities. Three calendar types are supported -- personal calendars, shared calendars, and resource calendars. Calendar data can be viewed within the system through the native Calendar View (no additional plugins or services needed), or through external calendars like Google Calendar, Outlook, and any other ICAL-supported calendar.

- Assign workflow notifications and reminders

SmartSimple Cloud helps the County manage submissions by following a seamless process as defined by your grant management workflows. Workflows are used throughout the system to automate approval, alerts and acknowledgement of applications. The workflow subsystem ensures that client-defined processes are structured, followed in their assigned order, and tracked within the system.

Grant applications are typically routed through a process defined by a set of statuses. In simple cases, this routing is completely derived by status changes. Generally, these status changes are triggering workflows that direct activities in support of the process.

- Differentiate budget allocation spread by year and month over the grant's life

The Funds Manager module is responsible for managing the funds and amount of money that is available for grants. Funds will be attached to each payment as grants are awarded. This will provide the budget manager with an immediate view of grants that are in the pipeline (e.g., pending payments, completed payments, etc.). You get an accurate overview of how funds are being used, and availability of funds for additional grants.

Through the Funds Manager, SmartSimple Cloud can help track budget amounts, commitments, variances, and payments for each program area. Through native reporting of data captured in the system, the Funds Manager module can be configured so that the County can view different budget allocations of a grant by year and month.

The Funds Manager provides the ability to base budgets on prior year budgets as a starting point, and supports various timeframes and multi-year budgeting. In addition, SmartSimple Cloud can support you with pipeline planning; that is, estimating and tracking future grants, and carrying forward previous year budgets to the next year.

- Differentiate budget allocation spread inside performance goals

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Through the Funds Manager, SmartSimple Cloud can help track budget amounts, commitments, variances, and payments for each program area. With the configurable nature of the platform, your system is unique in addressing your business needs and requirements. This helps to capture information as the key ingredients to define and measure performance goals and outcome. The Funds Manager module can be configured so that the County can view the budget allocation spread across previously-defined program performance goals.

- **Manage funding sources and track cash receipts**

SmartSimple Cloud can manage funding sources and track cash receipts. The budgets, defined in the Funds Manager, are used to fund the award. Payment records are automatically generated for each grant and linked back to the budget.

The Funds Manager module manages the Organization's budgets both for restricted and unrestricted funds. Grants are funded from one or more of these budgets with the ability to track any grant payment back to its underlying budget(s). Also supported is the ability to track budgets in hierarchical categories and program areas based on client-defined criteria.

- **Apply indirect cost percentages by grant or category**

The solution can be configured to track and allocate direct and indirect costs. These are generally rates that need to be uploaded in the system and formatted as government presented data so they can be tracked. We can parse Excel and extract values from the spreadsheet into fields within the system. Through codes and metadata that can be defined within the system, the County can classify direct and indirect cost and apply the indirect cost to the specific grants.

- **Reconcile estimated indirect costs with actuals**

SmartSimple Cloud integrates with your accounting software to connect your financial operations with the grant process. SmartSimple Cloud can be configured so support activities that involve making projections from estimated to actual figures, and resolving differences between estimated and actual cost figures.

- **Access the full grant data repository with configurable reporting**

SmartSimple Cloud serves as a single database where all data reside. As such, users have access to the full grant data repository. The platform's native reporting system supports high-level and granular data reporting according to your requirements. As a configurable solution driven by role-based access controls, SmartSimple Cloud ensures that access to your grant data repository is restricted to permission users.

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- Configure standard and custom reports (e.g. budget spend down, sub-recipient performance completion)

SmartSimple Cloud empowers Okaloosa County users to create and manage any number of reports and report types.

### Standard and client defined formats

SmartSimple offers standard and client defined formats to enable you to track and report on any type of information (e.g., budget spend down, sub-recipient performance, etc), all in one platform.

**List views.** Typically used for ad-hoc reporting. With advanced search features, users can combine various criteria (applicant location, award amounts, type of grant/award, etc.) to create a variety of personalized reports. List views can then be saved for public or private use for easy accessibility.

### Reports

REPORTS									
GLOBAL REPORT TEMPLATE DASHBOARDS DELETED REPORTS									
Search									
#	Report Name	Description	View Access	Edit Access	Last Updated	Modified By	Created By	Internet Enabled	Report ID
1	Approved Grants Aggregate - Group by Type	This report gives information about grants in approved status, grouped by grant type.			2019 September 30 15:19	Dan Eardley	Dan Eardley	●	46929
2	Corporate Goals Impact	Displays financial contributions against corporate goals.			2019 October 11 14:47	Dan Eardley	Dan Eardley	●	46828
3	Crayola Demo				2020 March 25 14:12	Dan Eardley	Dan Eardley	●	46980
4	Employee Volunteering - Itemized				2020 March 17 13:53	Dan Eardley	Dan Eardley	●	46978
5	New report	This report gives information about grants in approved status, grouped by grant type.			2019 November 27 15:22		Eric Lauer	●	46932

Figure 3 List of built reports

**Dashboards.** Different reports can be combined to display on a single page view. When the user displays the dashboard, each report referenced by each chart is processed, and the current data is displayed in charts that are displayed on the dashboard. Multiple dashboards can be created to show different sets of key indicators.

A user can indicate that a specific dashboard should be their “home page” within the system, giving them an immediate view of the key indicated when they first log into the system.

Dashboard views vary depending on the role and access permissions associated with the role.

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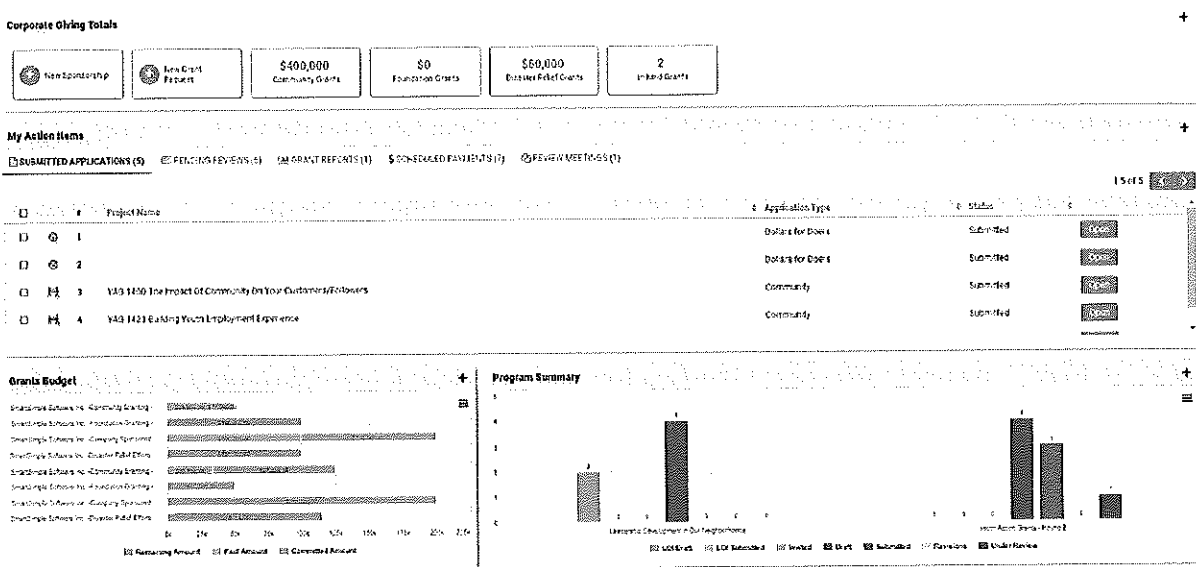
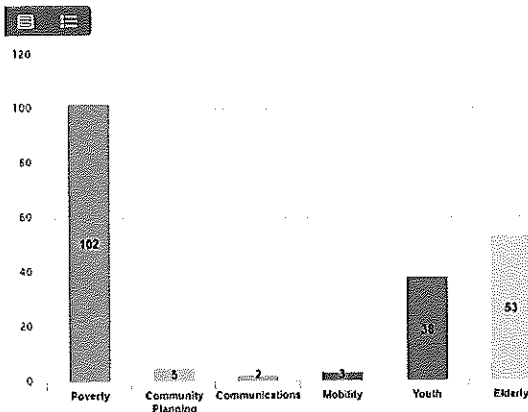


Figure 4 Sample dashboard combining high level aggregates, list views and graphs

Grants by Program Area



Total Areas Funded

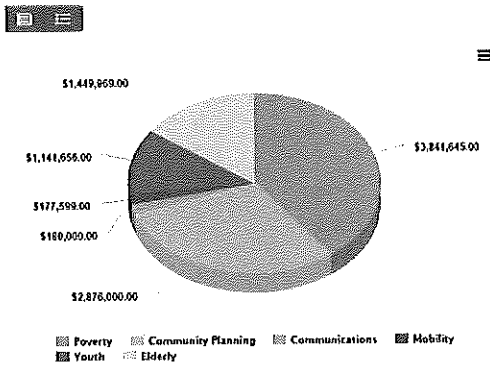


Figure 5 Sample dashboard of aggregated grant amounts per focus area

**Client defined reports.** Reports can be configured by clients. These reports are easily accessed through the main menu. These reports can be automated to send (i.e., email) to stakeholders at a frequency defined by client. For stakeholders without system access, reports can be downloaded by granting staff for in-person meetings or emailed directly to stakeholders on an ad-hoc basis.

▪ Output reports to PDF and Excel

All reports can be exported to formats such as PDF MS Word, MS Excel and HTML. In addition, all reports can easily be formatted to ensure they are correctly printed in any specific manner with any desired branding or logos.

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▪ Control grant reporting tracking intervals

SmartSimple Cloud can be configured so you can control tracking intervals for your grant reporting needs. For instance, when you set up grant reporting through the report builder, you can define the reports to be created at pre-defined intervals. They can be automated to be sent to stakeholders (via email) at a frequency defined by the County.

▪ Support drill-down reporting to view underlying details

Reports are built using underlying data, allowing for real-time drill-down into aggregated data using client-defined variables. Users can define filtering variables and query parameters based on available data objects. Sorting and filtering by column heading are standard functionality. Other reports manifested into graphs, tables and charts can also use drill-down functionality to view underlying details.

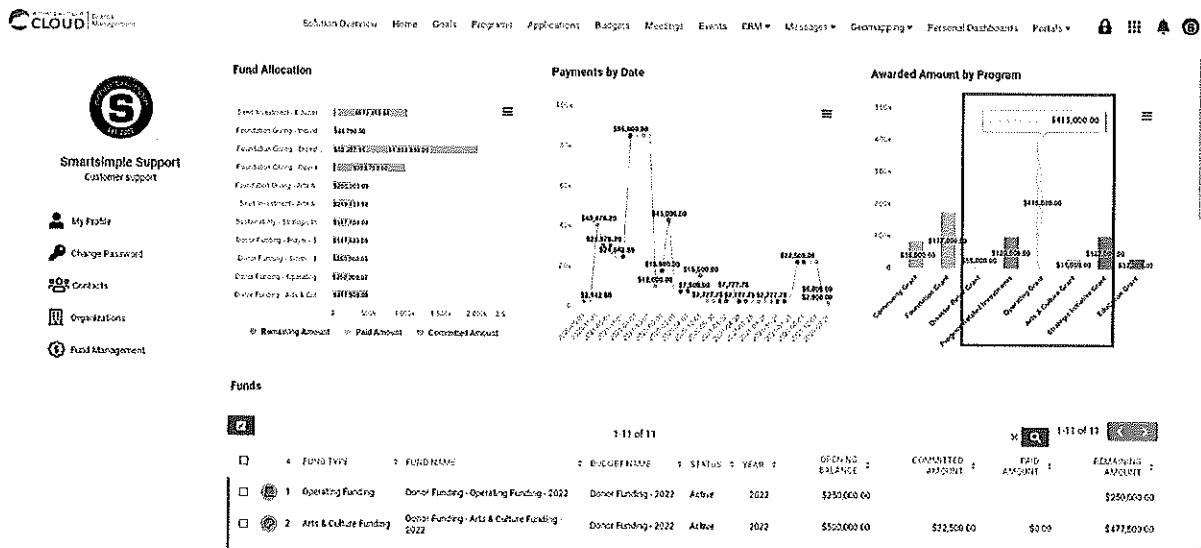


Figure 6 Sample portal to expand on the operating grant

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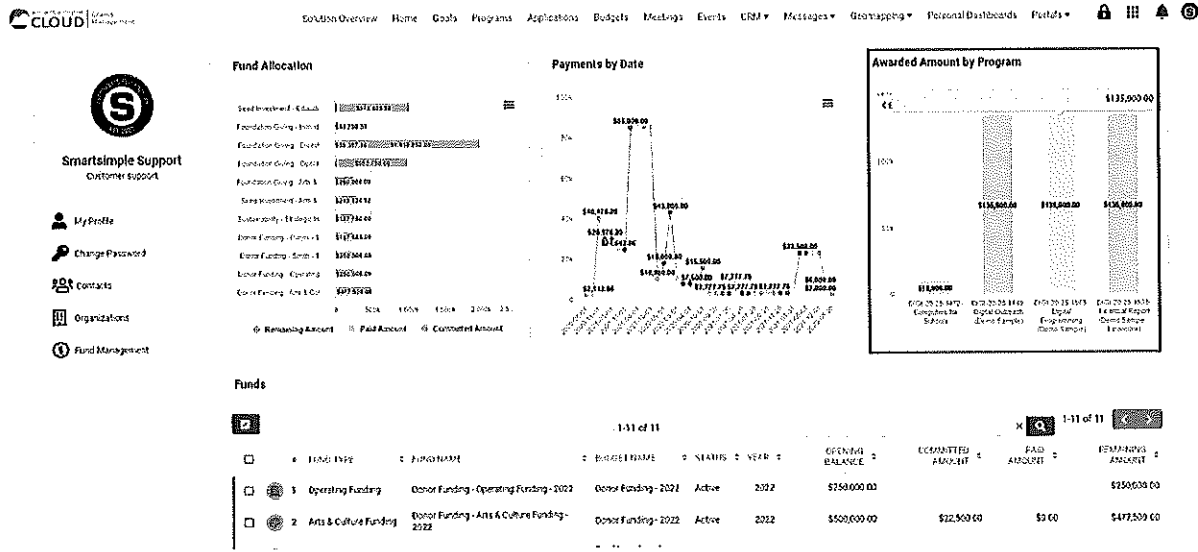


Figure 7 Sample operating grant chart

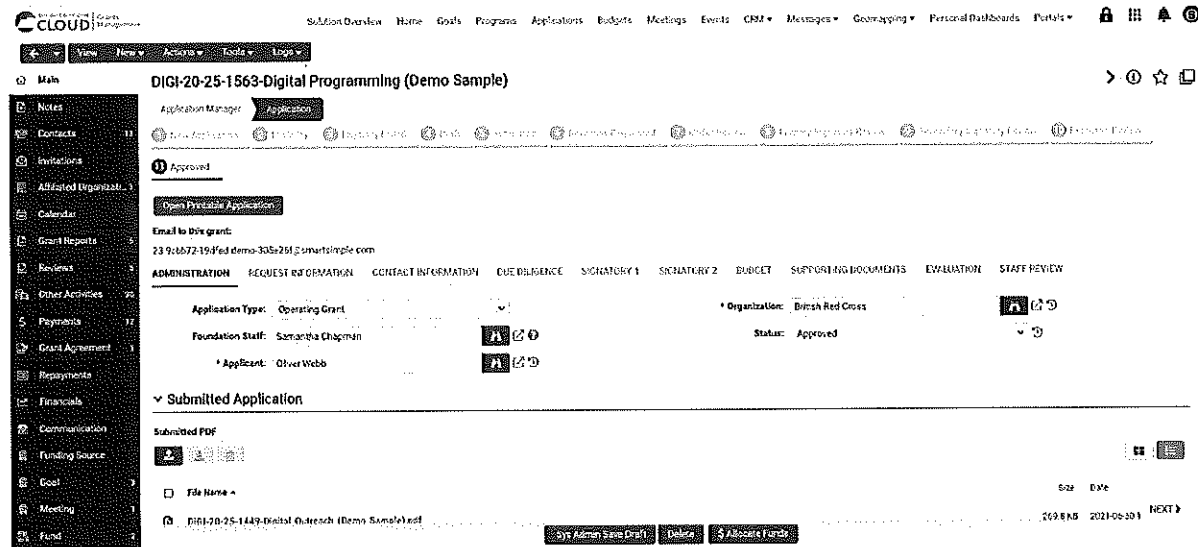


Figure 8 Drill down into Digital Programming item to view record details

- Combine grant budget and performance activity data into one project
- SmartSimple Cloud enables you to combine grant budget and performance activity data into one project. Clients can use program level or project level budgets to reflect the funds that are available to fund grants in a given year. This is typically handled by the Fund Manager. This module is used to link each award to one or more budgets that are used to fund the award. Similarly, as long as the performance outcome measurement is defined and the data is captured in the system, they can be combined with the grant budget for the project or program.

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- Directly (or through a data bridge) interface with the County's Financial Management System (Pentamotion)

SmartSimple Cloud can integrate with your existing financial management system. Typically, clients use a file transfer approach, but API driven integration can also be supported. SmartSimple has a record of successful API integrations, from which we draw best practices and critical insights to enhance our solution.

Payment records are exported from the client accounting system into a file in CSV, XML, JSON, ASCII or any other supported format. Payment records are imported into the system using a feature called the Autoloader. The Autoloader tool allows files or "data recipes" to be loaded into the SmartSimple database. These data recipes add or update data, as well as trigger workflows before, after or during each data load. These recipes send notifications on how many records were processed, and, how many failed.

The upload process produces log files and supports any workflow processes that have been defined, such as an alert to the grantee that a payment has been processed. This process can be further automated by setting the autoloader to read a file from another source such as an SFTP folder or a Web Service Feed.

- Maintain auditable trail of all system activity with date, time and user ID

The system also provides full field-level audit logs and history tracking. Every field in the system supports an audit log that is viewable to staff with the appropriate role. This log contains data in context, including old value, new value, user that made the change, and date/timestamp of the change, etc. This provides a complete audit trail, down to the IP address.

The audit system includes the ability to run audit reports within specified timeframes on changes made to any records and all field values. Advanced attribute-based and role-based permissions control which user roles and under which contexts audit trails can be accessed.

- Ability to search or filter to find a particular set of grants, documents or communications within system

The solution provides easy to use and dynamic search and filtering functionality. Features include fast queries, ability to save and share search filters, export search results to reports, easy export to other data formats like Excel, and integrations with BI tools.

Every field within the system can be queried through global search. Advanced Search functionality is also available, allowing users to build complex search queries using many different techniques. Filter options include Boolean Operators (AND, NOT, OR), Field Type options, Field Sets, Comparison



Operators (Contains, Matches, Starts With, Ends With, Is Empty), Date Fields (On, On or Before, On or After, Is Empty, Last Year, This Year), and Search Term Field.

The system includes the ability for users to add filtering options based on a variety of factors including data contained within the system. Search results can be sorted by standard methods, including: Ascending/descending value, alphabetical, date/time, or by other grouping factors (portfolio, country, project, etc).

In addition to building search criteria, the system allows users to save their queries. This means that, for frequently used searches, users do not have to keep re-entering the information into the search field. Filters can also be shared among colleagues so not everyone has to create their own set of search criteria. This is particularly handy for ensuring all your users have quick and easy access to popular search topics within your system.

- All data (including recipient, budget, performance, etc.) is captured as unique data elements

The unique identification of data objects is a standard platform functionality. This extends to the data field level, where every standard field and custom field have unique identifiers. Unique identifiers are stored in context to the data object using an associated custom field to contain the value.

The system can apply unique identifiers to numbers automatically based on a basic incremental numbering schema. Client-provided patterns, or by other (external) standard schema are also supported.

The data objects can have multiple unique identifiers. This is useful when managing data objects that are tracked differently by internal groups or by external organizations and frameworks.

- Develop Schedule of Expenditures of Federal Awards (SEFA) statement the ties to County's Financial Management System (Pentamotion) and Grant record; should provide exception notification for discrepancies

At a high level, this requirement can be met with the platform's configuration. However, more details will be needed to determine how the SEFA statements would be configured in the system to integrate with your Financial Management System.

- Fillable Forms library that can save to grant record

SmartSimple Cloud supports fillable forms in the form of MS Word documents. The user can download the application forms as MS Word document and then fill it out (while offline typically). Upon upload to the system, data is extracted back into the appropriate grant record in the system. This MS Word parser function allows the user to upload templated MS Word files which the system can read and

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perform updates to custom fields, and even create or update records as well.

**b. Proposed Integration with County systems**

Please see our response in the Pricing section for a breakdown of the integration and training process.

**c. Past Experience with other Florida clients and references**

Please see response to Experience, Staffing, References -- a. Detail firm's prior experience with implementation of grant management system in Florida

**d. Overall understanding of County's needs**

SmartSimple provides a system to automate core business processes, assisting the County to achieve your goals.

- 1. Establish a platform for your grants management needs.** Specific features within SmartSimple, a native reporting system and configurable workflow system, and flexible applications support the automation of processes, including the monitoring of deadlines and deliverables and comprehensive reporting. In turn, your departmental level projects can be accomplished with increased visibility and efficiency.
- 2. Engage your organization and users through a single cloud-based data repository. online system.** As a cloud solution, SmartSimple uses role-based portals, so the system is easily shared with all your internal and external stakeholders.
- 3. Track all information specific to your organization's needs.** The County will have complete control over the information that you need to gather and process. You can track expenses on a grant and department level basis. Also, you can track changes to any type of information. With the system's audit functionality, an audit trail can be established for all grant activities, including internal project activities.
- 4. Seamless integration.** SmartSimple has years of experience of integrating with different systems. You can be confident of our capabilities to connect the platform with Pentamotion and other databases as needed.

We demonstrate a broad understanding of Okaloosa County's requirements by carefully addressing your requirements as outlined in this RFP with reference to these system components. These components serve as baseline architecture for the configurations we will have to undertake to ensure that the solution meets, if not exceeds your grants management goals and objectives.

**e. Technical compatibility**

*Technical Requirements - Infrastructure and Security*

- Compatible with most web-browsers, including but not limited to Internet Explorer, Google Chrome, Safari and Firefox

The platform is delivered as a secure, cloud-based, Software as a Service (SaaS), thus it can be accessed anytime, anywhere, and from any device from a specified URL. The platform was designed to only require an internet browser to run. No additional software, plug-ins, or add-ons are needed. This approach ensures OS support for all popular systems. The following browsers and versions are supported: Windows, Mac and Linux; Firefox: two most recent versions; Chrome: two most recent versions; Safari: two most recent versions; Chromium Edge iOS and Android; iOS (Safari) and Android (Chrome).

- Available via Windows and Mac operating systems

The system is accessible from a supported Internet browser that can run on Windows and Mac operating systems.

- Maintain auditable trail of all system activity with date, time and user ID

The system also provides full field-level audit logs and history tracking. Each log contains data in context, including old value, new value, user that made the change, and date/timestamp of the change, etc. This provides a complete audit trail, down to the IP address. The audit system includes the ability to run audit reports within specified timeframes on changes made to any records and all field values.

- Directly (or through a data bridge) interface with the County's Financial Management System (Pentamotion)

SmartSimple Cloud can interface with the County's Financial Management System.

- Handle storage, extraction and retrieval of unlimited large attachments, including but not limited to PDF, DOC, XLS, and JPEG

SmartSimple Cloud supports over 50 custom field types including single and multiple file uploads. You can upload any number of file attachments using the drag-and-drop facility in the custom field into your forms or applications. A single file size up to 2GB can be uploaded and there is no limitation to a number of files uploaded across the system. This 2GB file size is not a technical limit and can be increased if required.

The system can accept all data types including text, documents, spreadsheets, videos, images, PDF files, PowerPoint. File formats include but are not limited to

- Images formats: JPEG/JPG, TIFF, GIF, BMP, PNG, WebP, SVG, WAV, QT

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- Video container formats: AVI, FLV, WMV, MOV, MP4, MPEG, H.264
- Other supported formats: PDF, DOC, DOCX, XLS, XLSX, JSON, MP3, MP4, MPG, ZIP, TXT, JSON, PPT, PPTX most formats are accepted with the exception of executables and binary files.

- Handle unlimited concurrent user sessions

SmartSimple Cloud can handle high volumes of data requests and user access concurrently. The efficient platform combined with load balancers, the ability to scale server capacity as required, and other innovations, provides users with a solution that is robust and scalable. The end-result is that page load times will perform below threshold limits even at peak usage times.

- Ability to share link of grant documents to 3rd parties (i.e. FDEM, FDOT)

SmartSimple Cloud enables users to share links of grant documents with third parties.

- Require users to login using a unique username and password

SmartSimple Cloud requires unique user IDs and passwords to access the internal system, pre-production environment, production environment and client application instances (with appropriate roles). SmartSimple has a formal access provisioning process, with defined authorization criteria and administrative authorities for the provisioning process. This authorization process must be completed before user access rights are assigned. Clients will have similar authentication and security policy set up based on their specific business requirements. In addition to unique user ID and password, SmartSimple also supports Multi-Factor Authentication (MFA) for a subset of users that require this added layer of security to authenticate in the system.

- Security features to restrict access according to user role

### **RBAC**

SmartSimple uses role-based access control (RBAC) permissions to provide granular data access permissions to data objects. This defines how individual user roles may interact with each level of data. Access settings include deny, view, add, edit, delete, and assign. These permissions can be driven by any number of factors including status, providing granular and changing access rules as data objects progress through the client-defined workflow. RBAC permissions extend to the field level (including user views, reports, dashboards, portal contents, etc.) ensuring client-defined policies that protect data access can be manifested.

### **RBAC and ABAC**

Attribute and Role Based Security & Permissions are a cornerstone in SmartSimple's security design. Attribute Based Access Control (ABAC), in combination with Role Based Access Control (RBAC), dictate everything from portal access, to application access, to the ability to view and modify the contents of a field. These controls can extend past the user role, and encompass the context (location, within

corporate network, time of day, rank/classification, material to be accessed, and other attributes) to the individual field level. The system has no limits to the number of role-types that can be defined and managed by administrators.

**Security Matrix**

The SmartSimple architecture has been designed from the start to support user access on a need-to-know basis. Each user is associated with one or more system defined roles and each role is associated with a set of system permissions. These permissions extend to field level permissions (Allow View, Allow Modify, Deny View and Deny Modify).

The primary mechanism used to manage permissions within the system is the security matrix. The Security Matrix defines how users can interact with each level of data, based on the way they need to interact with the data. Access settings includes deny, view, add, edit, delete, and assign.

Grant Security Matrix							
Activity Access		Level 3 Activity Access					
UTA Role	Access	Deny	View	Add	Edit	Delete	Assign
Donor	All	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assigned	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Figure 9 Security Matrix

- Communicate with other data structures via an established API

SmartSimple Cloud is a modern web-based platform and is designed to integrate with other services. SmartSimple Cloud integrates with any system, provided there is a mechanism available to us (typically file mediation or API).

Through a dozen different internal platform import and export features, and combined with platform APIs, SFTP and OData, SmartSimple Cloud provides organizations with a solid information exchange environment.

We have several import/export techniques available as well as a clear and documented schema supporting integrations with financial packages/accounting systems, internal systems, other databases/data warehouses/data lakes, CRM software, HR systems, websites, etc.

- Data exportable in Excel, PDF, CSV format at any time

Yes, the system supports the exporting of data in MS Excel, PDF, CSV format at any time. In addition, OData integration and various API provides the platform with additional robust export and import capabilities.

- Execute redundant server management

SmartSimple's platform is hosted on AWS facilities where production and backup servers are located in different locations to support redundant server's availability unless authorized and agreed upon by client. In terms of the individual infrastructure components, availability and redundancy of these lean on the underlying AWS infrastructure.

Data is stored using the AWS EBS solution and they are designed to be highly available and reliable. They are replicated across multiple servers in an Availability Zone to prevent the loss of data from failure of any single component.

- Execute robust data backup processes

SmartSimple has a robust backup procedure as described below.

1. All SmartSimple systems are backed up on a nightly basis at a separate but equally secure data center from where production data is hosted.
2. A separate warm backup environment is maintained for every production environment. The warm backup is an always-available backup environment that is synchronized or refreshed from the production environment at least once a day, or as frequently as you wish if subscribed to a dedicated environment.
3. After the creation of each database backup, via *mysqldump*, the backup file is then pushed to an encrypted AWS S3 bucket.
4. The backup file is then moved to AWS Glacier storage and retained for 90 days. This constitutes daily database backups for a period of 90 days.

- Encrypt data in transit and at rest

Data is encrypted in motion and at rest. Data is encrypted in motion over secure HTTPS (port 443) utilizing SSL protocols and algorithms. Current encryption standards are SSL encryption using TLS v1.2 with SHA256 certificate. SSL are stored in an encryption form and are rotated at least once every 2 years.

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Data is also encrypted at rest using the AWS Key Management Service (KMS). Current encryption standards are using an AES algorithm with 256-bit key. Specifically, AWS KMS uses the Advanced Encryption Standard (AES) algorithm in Galois/Counter Mode (GCM), known as AES-GCM. AWS KMS uses this algorithm with 256-bit secret keys. Encryption keys are managed by AWS KMS. Encryption keys are stored in an encrypted form and are rotated once per year.

#### f. Proposed hosting services and service level agreements

##### Technical Requirements - Hosting

- Licensing Structure: Hosted, SaaS, or Standard Install

SmartSimple Cloud is a cloud-based Software-as-a-Service (SaaS) solution. Its licensing model is usage-based and depends on internal (organization staff) and external users (external community), where internal users are categorized into two groups (high usage and low usage) based on their time spent in the system monthly.

High Usage		Low Usage	
Administrative and other users associated with the client's internal organization and using the system (logged in) <b>more than 40 hours</b> in any given month.		Administrative and other users associated with the client's internal organization and using the system (logged in) <b>less than 40 hours</b> in any given month.	
Number of Users	Fee per User	Number of Users	Fee per User
1 <sup>st</sup> to 10 <sup>th</sup>	\$195	1 <sup>st</sup> to 10 <sup>th</sup>	\$75
11 <sup>th</sup> to 25 <sup>th</sup>	\$185	11 <sup>th</sup> to 25 <sup>th</sup>	\$70
26 <sup>th</sup> to 100 <sup>th</sup>	\$170	26 <sup>th</sup> to 100 <sup>th</sup>	\$65
101+	\$150	101+	\$55

*Note. - All fees are billed annually, expressed in \$USD and exclusive of local taxes, as applicable.*

External Users - Community Subscription		
Grant applicants, grantees, reviewers and other types of users, are measured as distinct logins from individual users. The same user can login any number of times in the month for any duration of time. Clients can choose between exclusively web access, or web plus Mobile App access.		
External Users in the Month	Fee per User (with no Mobile App access)	Fee per User (with Mobile App access)
Up to 300	\$600 (Flat rate for up to 300 users)	\$800 (flat rate for up to 300 users)

- Hosting Provider

SmartSimple partners with Amazon Web Services (AWS) to host our SaaS solution.

- If Hosted, Security is Hosted By: AWS

- Application Uptime

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SmartSimple guarantees 99.9% availability and provides real-time uptime statistics on our website - <https://www.smartsimple.com/uptime-users>. We can also provide historical uptime statistics upon request which show a consistent 99.9% availability.

### ▪ Maximum Storage Available

There is no technical limitation on the amount of storage (and record volumes) that is available from the AWS hosting partner. However, SmartSimple's instances are provisioned with 500 GB of storage as an initial set-up. Most clients have adequate storage with this initial set up. Additional storage may be provisioned for an additional fee.

### g. Compliance with security requirements

Assuming this requirement is referring to the vendor's security policy and infrastructure. We will review your security requirements once we receive information to ensure that our security policy controls at the platform and infrastructure levels adhere to your guidelines and/or requirements.

SmartSimple's Information Security Policy sets out the framework for SmartSimple's Information Security Management System (ISMS), including information security objectives, principles, responsibilities, and management guidance. SmartSimple is committed to establishing and maintaining our ISMS in compliance with ISO/IEC 27001:2013, as well as SOC 1 & SOC 2 Type II framework. This policy applies to all information, assets and processes that are integral to the provision of the software service.

SmartSimple is SOC 2 Type II compliant. The most recent SOC 2 Type II + HITRUST compliance audit was completed in May/June 2021, performed by an external auditor, Deloitte. The SOC 2 Type II compliance report can be provided to Okaloosa County with a signed Non-Disclosure Agreement.

## II. Pricing

### a. Software cost

### b. Training Cost

See below the estimated cost breakdown of our SaaS implementation package and associated training.

**TOTAL: 20.5 days of effort (non-contiguous) – \$33,825 plus or minus 10%.**  
**ESTIMATE ONLY. Requirements analysis will result in a final implementation quotation and Statement of Work. Requirements Analysis is the first billing milestone.**



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<b>Requirements Analysis and Statement of Work development</b> <b>SUBTOTAL: 4 days of effort - \$6,600</b> Travel expenses per client travel policy will apply if on-site is requested.			
Item	Details	Summary	Estimated Fee
Requirements Analysis and Statement of Work development	Requirements gathering and development of the Statement of Work (SOW) <ul style="list-style-type: none"> <li>• Meetings with business team</li> <li>• Walk through program processes and present recommendations</li> <li>• Present efficiency improvement recommendations</li> <li>• Analyze the requirements</li> <li>• Develop and deliver the initial Statement of Work</li> </ul>	4 days	\$6,600 Invoiced prior to system configuration.
<b>Implementation Work and Testing</b> <b>SUBTOTAL: 15 days of effort - \$24,750.</b> Subject to a deeper review of granular requirements.			
System Component	Description	Estimated Days Effort	Estimated Fee
Registration Manager	<ul style="list-style-type: none"> <li>• Pre-registration eligibility</li> <li>• Duplicate check</li> <li>• Ability to register as an individual or associated to an organization</li> <li>• Email new and lost passwords</li> </ul>	Included	Included
CRM	<ul style="list-style-type: none"> <li>• Manage user roles and permissions</li> <li>• Manage organization categories</li> <li>• Viewing grant history at the contact/organization profile level</li> </ul>	Included	Included

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	<ul style="list-style-type: none"> <li>• Ad-hoc reports</li> </ul>		
<p>Application Manager (Grants, Scholarships, Matching Gifts, Volunteer Tracking)</p> <p>The Application Manager manages all your application templates (forms), submitted grant applications and the processes around them, staff write-ups, progress/interim reports, final reports and grant payments and document management.</p>	<ul style="list-style-type: none"> <li>• Create process specific statuses</li> <li>• Ability to create multiple application templates</li> <li>• Fiscal sponsored applications</li> <li>• Update and amend Application</li> <li>• Upload documents in any format/size with virus scan, including videos</li> <li>• Track granting history</li> <li>• Track emails and notes against an application</li> <li>• Unique program specific budget templates</li> <li>• Generating letters and grant agreements</li> <li>• Manual override for signature process</li> <li>• Generating PDF summaries of applications/post award reports</li> </ul> <p>Review:</p> <ul style="list-style-type: none"> <li>• Single/multi-stage review process</li> <li>• Bulk approval</li> <li>• Program specific scored review forms</li> </ul> <p>Post Award:</p> <ul style="list-style-type: none"> <li>• Program specific report templates</li> <li>• Program specific report scheduling</li> <li>• Payment scheduling</li> </ul>	<p>8 days</p>	<p>\$13,200</p>

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Workflows	<ul style="list-style-type: none"> <li>Email acknowledgement and notifications of deadlines and requirements</li> </ul>	Included - Base functionality	N/A
Portals	<ul style="list-style-type: none"> <li>Requester/Applicant</li> <li>Reviewer</li> <li>Staff</li> <li>System Administrator</li> </ul>	1 day	\$1,650
Program Manager The Program Manager Controls active calls, documentation, deadlines and portal visibility. Only used when a new grant round is opening.	<ul style="list-style-type: none"> <li>Active calls</li> <li>Program Documentation</li> <li>Program Deadlines</li> <li>Portal visibility</li> <li>Manage funding programs</li> <li>Invitations to apply</li> </ul>		Included
Data Import	<ul style="list-style-type: none"> <li>Importing historical data</li> </ul>	2 days	\$3,300
Project Management	<ul style="list-style-type: none"> <li>Project planning and organization of implementation requirements</li> </ul>	2 days	\$3,300
QA and testing	<ul style="list-style-type: none"> <li>Internal quality control of system configuration and testing client processes</li> </ul>	2 days	\$3,300
<b>Admin and Staff Training</b> <b>SUBTOTAL: 1.5 days of effort – \$2,475</b> On-site training available - additional travel fees would apply			
<b>Application</b>	<b>Details</b>	<b>Summary</b>	<b>Estimated Fee</b>
Training	<ul style="list-style-type: none"> <li>Remote training for staff and system administrators</li> <li>"Train the Trainer" sessions</li> </ul>	1.5 days	\$2,475

## c. Detail total implementation costs and recurring costs for three years

Below is a cost summary of each component.

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**Implementation Fees**

Type	Based on	Implementation Fee
Professional Services Fees	20.5 days effort at \$1,650/day. <b>Note:</b> non-contiguous days. <b>Note:</b> See the Professional Services fee breakdown further down in this document	\$33,825 plus or minus 10%

**Subscription Fees and Recurring Costs**

Type	Based on	Direct Cost	Recurring Cost
Subscription Fees – Direct Cost	10 high core users (will have privileges to add/change/delete documents or fields) and 30 low core users (will have inquiry only).	\$6,000	3% annual service fee increase applied to years 2 and 3.

**III. Implementation Services****a. Adherence to scope**

During our partnership in developing a tailored Grants Management solution, SmartSimple's dedication to client success will be met through

- Adherence to a well-defined and clearly communicated project plan, beginning with the gathering of requirements from relevant stakeholders, and ending with the delivery of a customized training program
- Maintaining a meaningful post-implementation relationship, where you and all associated stakeholders can rely on SmartSimple for training and support.

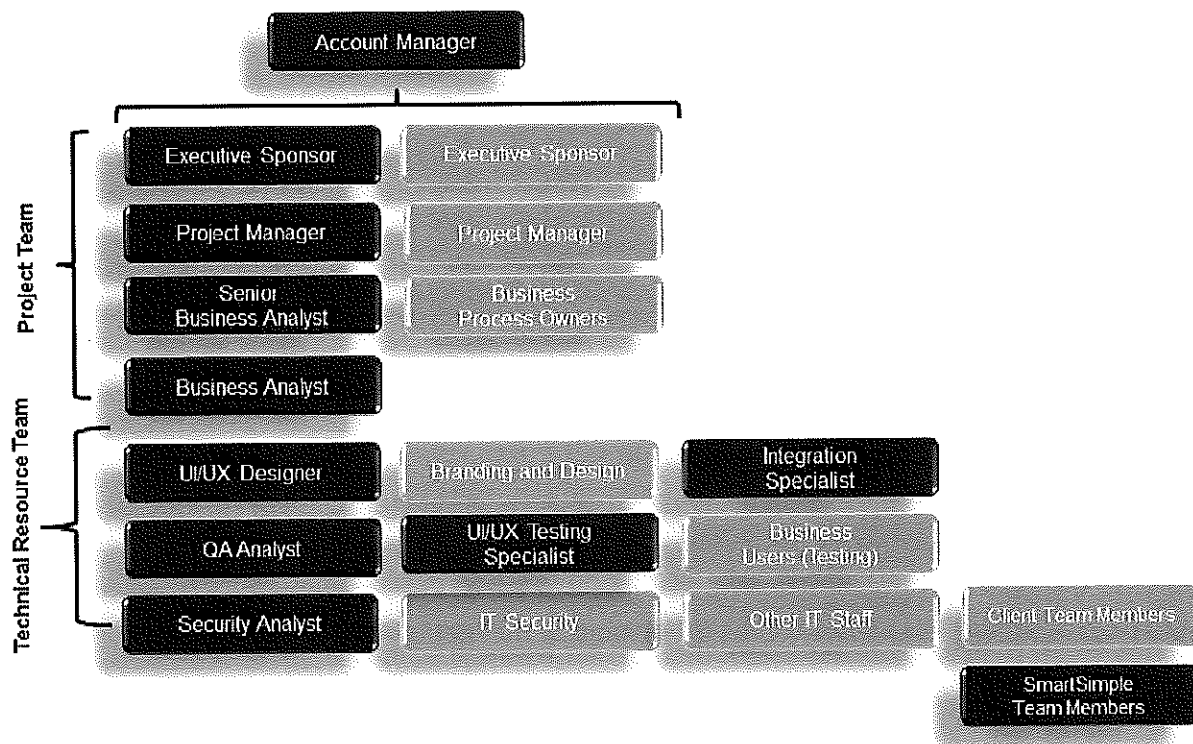
**b. Implementation approach, plan and timeline**

The simplest summary of our implementation philosophy is that our SmartSimple team, through collaboration with your staff, will translate your core business processes into the SmartSimple platform, ensuring your processes maximize our engagement, tracking, reporting, and automation capabilities. Your SmartSimple team does this by performing the following tasks:

- *Before the project commences.* The creation of a Statement of Work (SOW) document that articulates your business needs.

- *Once the project commences.* Upon SOW approval, the actual configuration of system components begins a detailed implementation lifecycle, including thorough Quality Assurance and User Acceptance Testing. The project will not be complete without your company's successful and approved User Acceptance Testing.

The following diagram describes the implementation team structure, including staff participation from your organization.



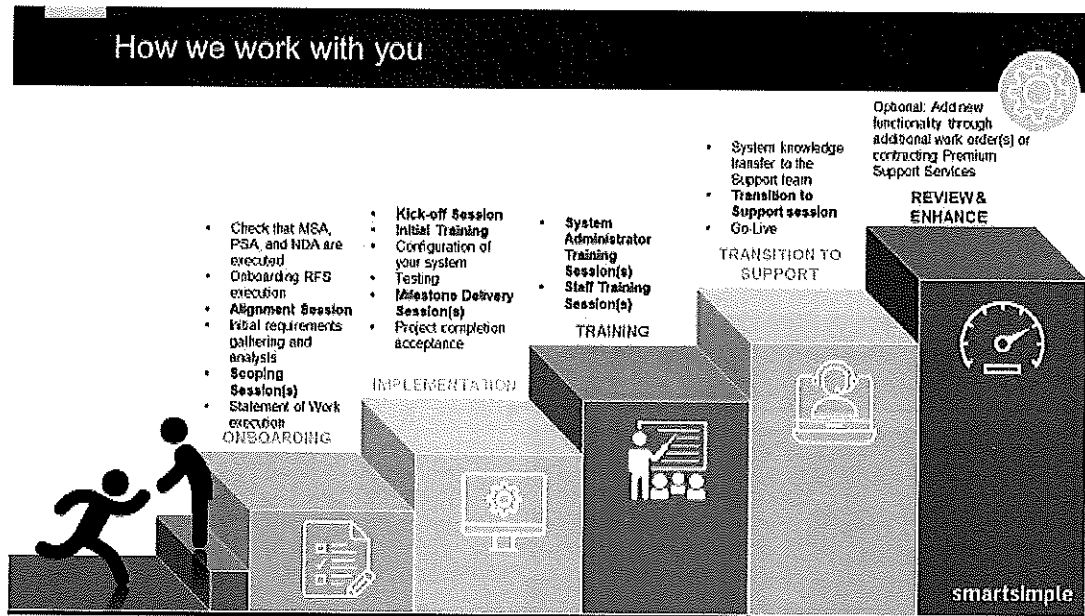
*Figure 10 Implementation Team Structure*

The major stages of a typical SmartSimple implementation are Scoping and Implementation. SmartSimple will engage your organization to ensure a good custom fit for your processes. In Section G, we will provide more in-depth information on the implementation stages.

In summary, the major stages include

- Scoping - the creation of an agreed Statement of Work.
- Implementation - Configuration, UI/UX, integrations, testing, training, closing.

The following diagram illustrates the full lifecycle of a typical implementation project.



*Figure 11 SmartSimple Implementation Lifecycle*

### c. Project management approach and risk mitigation

SmartSimple has developed an engagement and project management methodology that has been refined over the past seventeen years that defines the client/vendor partnership roles and responsibilities and ensures the highest likelihood of client success. Each organization that we have had the privilege of serving has assisted in the refinement of the methodology. The methodology ensures that SmartSimple's solutions meet the requirements outlined by clients and lays the framework of the relationship that drives long-term client value.

Our engagement methodology details our implementation approach, contracting process, the desired client development team and their equivalent SmartSimple counterpart and other key elements. The methodology defines the following elements:

- Requirements gathering
- Creation of a Statement of Work
- Definition of the project team
- Milestone-based implementation framework
- Change Management
- Integrations with other systems (if required)
- Security review
- Quality Assurance & Testing (Internal / External / Functional / UI-UX)

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- Data Transfer
- Transition to Support
- Training.

**Potential risks and mitigation measures**

Managing complexity and risks is key to a successful project. At SmartSimple, we have learned that the following activities create complexity and risk at any stage, and have addressed them with appropriate methods of action, as well as client expectations.

<b>Process risks</b>	Risks associated with under-defined processes or processes susceptible to change provide the greatest risk to the project. We guard against these risks through the development of the Statement of Work.
<b>Client effort underestimation</b>	Our clients often underestimate the time it will take their staff to manage the project, provide requirements and feedback, and acceptance test the completed system. As a general rule, NOHFC should estimate your staff effort to be around 35% of the hours that SmartSimple has allocated to the project.
<b>Data import</b>	SmartSimple needs to have your existing data at the requirements gatherings stage, so that we can assess the effort and identify risks if applicable.
<b>Language translation</b>	The complexity and risk increase if the configured system has to be accessible to users in languages other than English. Your organization will need to provide the translation for every email template, document template, workflow alert, field caption, tooltip, instructional help, error message and validation message. SmartSimple can provide you with a document to be completed by your translation partner. This document will be used to update the system. You will still need to validate all the interfaces in the language to make sure the context is correct for the translation. As a rule of thumb, you can estimate that translation will add approximately 15% to 40% to the project cost.

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<p><b>Integration</b></p>	<p>If your organization requires custom integration to other systems using one of SmartSimple’s APIs, then this will also make for a complex and potentially risky project. You will need to decide who should actually perform the integration work – your own Development staff, external consultants or SmartSimple staff.</p>
<p><b>Infrastructure</b></p>	<p>Lengthy technical assessment processes, complex organizational protocols, government approvals and complicated infrastructure requirements can each delay the project. To this end, we empower SmartSimple and NOHFC teams with a streamlined, effective implementation plan that draws on proven project methodologies, as well as strategic communication.</p>
<p><b>Staff changes</b></p>	<p>If staff leave the client organization, they often take away the project and operational knowledge with them. Organizational human resources and security policies should be the first point of reference to mitigate these situations.</p>

**Contingency for complexity and risk**

In the Statement of Work, SmartSimple will define a contingency amount. This contingency amount is determined based on the complexity and risks that we see in the project. The County will need to budget in order to cover these potential issues.

**IV. Experience, Staffing, References**

**a. Detail firm’s prior experience with implementation of grant management system in Florida**

To demonstrate our capabilities in implementing a grants management system, below are stories of the projects we have done for long-term Florida based clients.

**Client: Helios Education Foundation (Client since 2013)**

The Helios team was dealing with a cumbersome system that had no remote access for their people working in the field. Aggregating data to report on outcomes or results was difficult and sometimes not possible. Most of the staff did not understand how the system worked as nothing was intuitive. By implementing SmartSimple and working closely with their committed support team, members of the Helios team finally had a system their entire organization could use to collaborate and build comprehensive, detailed reports.

Key system features of Helios’ SmartSimple solution:

- Accessible outside the office



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- Web-based
- Complete program tracking
- Robust reporting features.

**Client: GROW Central Florida (Client since 2018)**

GROW Central Florida was a brand new and expanding nonprofit organization in dire need to “grow” out of their paper-based management system. With an administrative team of one, too much time was getting lost tracking down applicant information through emails and collecting information through different filing systems and Excel spreadsheets. In one month, SmartSimple configured a platform that centralized all of their key applicant and inventory information and easily managed their daily tasks.

Key features of GROW’s SmartSimple solution:

- A centralized, online program that organizes applicant information and resource requests
- A shared calendar that tracks rental timelines and reservation dates
- A platform that creates comprehensive reports on milestones and organizational activities.

**b. Detail experience of staff and project managers**

**c. Match staff and/or project manager by prior projects and provide status of those projects**

Below is a list of key personnel who will be involved in different phases of the project.

<b>Name:</b>	Karim Fahmi
<b>Title:</b>	Director of Implementation
<b>Completed projects</b>	
<i>14 private and family foundations, 12 Arts funding organizations, 12 major corporations, 8 state agencies, 4 research-based foundations, 3 State Bar Associations</i>	
Whole Kids Foundation, Virginia Tobacco Commission, Viking Global, Virginia Gildersleeve International Fund, Tennessee Department of Environmental Studies, Socan Foundation, Smith Family Foundation, Sick Kids Toronto Foundation, Pembroke Philanthropy Advisors, Ohio Living Foundation. New Venture British Columbia, National Cattlemen Beef Association, National Bank of Jamaica, Montana Healthcare Foundation, Missouri Arts Council, Margaret Clark Morgan Foundation, Massachusetts Cultural Council, The Jim Moran Foundation, Investors Group, Health Net, Headwaters Foundation, Harvest Foundation, Harrington Discovery Institute, Gulf Power, Delta Dental of Pennsylvania, Delaware Arts Council, Greater Columbus Arts Council, City of London , California Clean Energy Fund, California Arts Council, Bradley Turner Foundation, Bader Philanthropies, Aslan Foundation, Academy of Motion Pictures Arts and Sciences, Abel Foundation, Wisconsin Arts Council, State of Jersey (U.K),	

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Siebert Lutheran Foundation , PA IOLTA Board, Maryland Legal Aid, Manitoba Arts Council, Newfoundland and Labrador Arts Council, Law Foundation of British Columbia, Honda Research and Development, Honda California, Frida the Young Feminist Fund, Bradley Foundation, Annenberg Foundation, Saskatchewan Arts Council, Mertz Gilmore Community Foundation, Jack Kent Cooke Foundation, International Spinal Research, Old National Bank, Honda of Americas, Jersey Charities, Chick-Fil-A Foundation, FedEx
<b>Qualifications and Training</b>
Bachelor of Commerce, Information Technology Management with a Minor in Business York University – Toronto, ON
<b>Matching projects</b>
Implementation of SmartSimple solution for at least 8 state agencies

<b>Name:</b>	Lalaine Songalia
<b>Title:</b>	Technical Business Analyst
<b>Completed projects</b>	
Cystic Fibrosis Foundation, Honda Americas, Novo Nordisk Foundation, RBC, Viking Global, Citi Community, Citizens Bank of Georgia, Comcast NBC Universal, Ontario Arts Council, Boehringer, Boeing	
<b>Qualifications and Training</b>	
<ul style="list-style-type: none"> <li>• Diploma, Computer Programmer Analyst, College Brown College – Toronto, ON</li> <li>• Graduate Degree, Master of Business Administration, University of Saint La Salle - Bacolod City, Philippines.</li> <li>• Bachelor of Science, Electrical Engineering, University of Negros Occidental Recoletos - Bacolod City, Philippines.</li> </ul>	
<b>Matching projects</b>	
Ontario Arts Council	

<b>Name:</b>	Lorena Ruiz
<b>Title:</b>	Systems Solutions Architect
<b>Completed projects</b>	
Kohl's Cares Foundation, Florida Blue Foundation, BlueCross BlueShield of Minnesota, The Jay & Rose Phillips Family Foundation of Minnesota, Teck Resources Ltd., Canadian Tire JumpStart, Bader Philanthropies, Leichtag Foundation, Chrysler Group LLC, UHN Altum, AVIVA Canada, Capital Vocational Specialists Corp, Focus Assessments, CIRA Medical, AssessMed Inc, Herrold & Vernon Disability Management Inc., Sibley & Associates, UHN Altum Health, Centric Health Corporation, BrightFocus Foundation	
<b>Qualifications and Training</b>	
<ul style="list-style-type: none"> <li>• Network Engineer, TriOS College - Toronto, ON</li> </ul>	

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<ul style="list-style-type: none"> <li>• Technical Diploma, Computer Graphics, Seneca College of Applied Arts -Toronto, ON</li> </ul>
<b>Matching projects</b>
Florida-based foundation (Florida Blue)

<b>Name:</b>	Vu Hang
<b>Title:</b>	Senior Business Analyst
<b>Completed projects</b>	
Honda Americas, Whole Kids Foundation, British Columbia Arts Council, Maryland Arts Council, Pennsylvania IOLTA, Precision Driven Health	
2 Corporate Deployments	
<ul style="list-style-type: none"> <li>• 2 Arts Council Deployments</li> <li>• 1 Law Deployment</li> <li>• 1 Health Deployment</li> </ul>	
<b>Qualifications and Training</b>	
Ontario College Diploma, Software Engineering, Sheridan College – Brampton, ON	
<b>Matching projects</b>	
British Columbia Arts Council, Maryland Arts Council	

<b>Name:</b>	Madhulika Sharma
<b>Title:</b>	Director, Community Support
<b>Completed projects</b>	
CAA, Intact Insurance Company, Bridges Health, Allstate Insurance, Group Technologies Desjardins Inc., The Ontario Trillium Foundation, Acclaim Ability Management, Arc Health Management inc, Canadian Back Institute Operating Limited Partnership, Viewpoint Medical Services Inc., Intact Insurance Company, Focus Assessments Inc., Group Technologies Desjardins Inc., Assessment Rehabilitation Services Inc., Functional Treatment Centres Inc. Desjardins General Insurance, SCM Medical Services Inc., Acclaim Ability Management, Allstate Insurance, Functional Treatment Centres Inc., Seiden Health Management, AssessMed Inc., Focus Assessments Inc., SIMAC, Dynamic Functional Solutions Inc, CIRA Medical, All Languages Ltd., Acclaim Ability Management, VRCAN Inc.	
<b>Qualifications and Training</b>	
<ul style="list-style-type: none"> <li>• Post Graduate Diploma in Computer Applications (PGDCA), Centre for Information Technology, Jamia Millia Islamia - New Delhi, India</li> <li>• Bachelor of Science Delhi University - Delhi, India</li> </ul>	
<b>Matching projects</b>	
The Ontario Trillium Foundation	

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d. Provide three references. Include name, position, organization, address, phone and email. Detail how references are known to the company.

Client Reference #1	
Contact Name	Racquel Lee-Sin
Position	Grants Manager
Organization	Florida Blue Foundation
Address	4800 Deerwood Campus Parkway, Jacksonville, FL 32246
Phone	305-921-7210
Email Address	<a href="mailto:racquel.lee-sin@bcbsfl.com">racquel.lee-sin@bcbsfl.com</a>
How reference is known to company	
<p>The online system was developed to manage the giving programs associated with both Florida Blue and Florida Blue Foundation and included cash giving and volunteer programs. Major objectives included streamlining the grants and volunteer management process, to allow for all data to reside in the same database. Users (applicants, reviewers, staff and employee volunteers) were able to access the system online, increasing access and reducing the use of paper.</p>	

Client Reference #2	
Contact Name	Chris Clore
Position	Administrative Support
Organization	Consortium of Florida Education Foundations
Address	3919 W Newberry Rd STE 3 Gainesville, FL, 32607
Phone	352-338-0250
Email Address	<a href="mailto:chrisclore@cfef.net">chrisclore@cfef.net</a>
How reference is known to company	
Remote implementation of SmartSimple Cloud for Grants Management for CFEF	

Client Reference #3	
Contact Name	Dale Johnson
Position	Grants & Information Specialist
Organization	Wisconsin Arts Board
Address	PO Box 8690 Madison, WI, 53708-8690
Phone	608-264-8191
Email Address	<a href="mailto:dale.johnson@wisconsin.gov">dale.johnson@wisconsin.gov</a>
How reference is known to company	

Implementation of SmartSimple Cloud for Grants Management for the activities of a state governmental arts grantmaking agency

**Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm along with the credentials of any subconsultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel, along with Florida licensing/registration qualifications for any sub-consultants. Copies of all completed forms required by this RFP are included in this section.

You will find completed forms and documentation in succeeding pages, including documentation authorizing SmartSimple to do business in the state. They are ordered as follows:

1. Acknowledgment Form
2. Addendum Acknowledgement
3. Company Data
4. System for Award Management
5. Cone of Silence
6. Drug-Free Workplace Certification Form
7. Exhibit A Compliance with Nondiscrimination Requirements
8. Exhibit B Grant Funding Special Conditions
9. Federal E-Verify Compliance Certification
10. Certification Regarding Debarment and Suspension
11. Indemnification and Hold Harmless
12. Vendors on Scrutinized Companies List
13. Certificate of Good Standing for State of Florida
14. Business Registration

In addition, please note:

1. We have reviewed the draft contract. If selected SmartSimple reserves the right to update the insurance section to match our current coverages.
2. We can provide the CAGE Code once our registration with sam.gov is complete.
3. Conflict of Interest and Certification Regarding Lobbying do not apply to SmartSimple.
4. Our offer does not exceed \$100,000, therefore we do not have to submit the Certification Regarding Lobbying.
5. We have not received form O. Additional Federal Contract Clauses.




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**REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT**


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**RFP TITLE:**  
 Grants Management System

**RFP NUMBER:**  
 RFP OMB 06-22

<b>ISSUE DATE:</b>	January	3,	2022	
<b>LAST DAY FOR QUESTIONS:</b>	January	13,	2022	3:00 P.M. CST
<b>RFP OPENING DATE &amp; TIME:</b>	January	26,	2022	3:00 P.M. CST

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**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**


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

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

COMPANY NAME SmartSimple Software Ltd

MAILING ADDRESS 38 W. Fulton Street,  
Suite 301

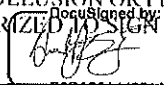
CITY, STATE, ZIP Grand Rapids, MI 49503, USA

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: (307) 363-5460 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: cng@smartsimple.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Dan Eardley

TITLE: President, US Operations DATE: 2/1/2022

**NOTICE TO RESPONDENTS**  
**RFP OMB 06-22**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) January 26, 2022, for Grants Management System**. Interested Respondents desiring consideration shall submit their response online at Vendor Registry. Submissions shall be portrait orientation and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

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

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST January 26, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal 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 proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact:

DeRita Mason, Sr. Contracts and Lease Coordinator  
850-589-5960  
dmason@myokaloosa.com

\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Mel Ponder,  
Chairman

## **PROPOSAL REQUIREMENTS**

### **RFP OMB 06-22**

#### **PROPOSAL ITEM: Grants Management System**

##### **1.1 Purpose of RFP Solicitation**

The County seeks Proposals (Proposals or RFP) from qualified vendors to provide a Grants Management System capable of supporting tracking, award management, and administration for grant funds to the County. The grant management solution will provide Okaloosa County with:

- 1) Grant information for the Commissioners, County Administration, Office of Management and Budget, Department Directors, Program Managers and other financial and compliance employees at the department level;
- 2) Ensure effective internal controls as required by federal and state regulations; and
- 3) Share documentation for compliance with the Board approved Grants Policy and Procedures Manual.

#### **2.0 Project Overview**

##### **2.1 Scope of Work**

- Establish a common grant management platform to support the County's role as Grantee
- Establish departmental level projects to be accomplished via grant funding
- Identify grants available to fund projects
- Improve comprehensive grant reporting by the County
- Track expenses on a grant and department level basis
- Monitor grant deadlines and deliverables
- Establish an audit trail for all grant activities including internal self-performed project activities
- Connect the County's Financial Management System (Pentamotion) with grant management system software

##### **2.2 Functional & Technical Requirements**

A grant management software system shall be able to satisfy the below functional and technical requirements. If capable of meeting most of these requirements with limited exceptions, otherwise qualified vendors are still encouraged to submit proposals.



<b>Functional Requirements</b>
▪ Support a minimum of 20 users
▪ Search online databases of available funding opportunities, including grants.gov
▪ Receive automatic notifications of grants that meet saved search criteria
▪ Create new grant/project records
▪ Multiple users can collaborate on a single application
▪ Modify descriptive data about grant (e.g. program type, grant number, project title)
▪ Assign unique number to each grant/project
▪ Assign and modify budget data associated with a grant
▪ Adjust budgets during grant lifecycle with proper approval
▪ Create, assign, track and measure performance goals (numerical, percentage change, percent achieved)
▪ Delegate portions of goals to specific projects or initiatives
▪ Fully manage organization projects or initiatives including tasks, deadlines, data and communications
▪ Upload and associate documents with grants, projects, contacts, etc.
▪ Link multiple grants to one project or category
▪ Segment grants into multiple projects, including splitting budget and performance activity data
▪ Define and customize workflows based on funding type, approvals required, and department needs
▪ Calendar function to track deadlines, tasks and assignments
▪ Assign workflow notifications and reminders
▪ Differentiate budget allocation spread by year and month over the grant's life
▪ Differentiate budget allocation spread inside performance goals
▪ Manage funding sources and track cash receipts
▪ Apply indirect cost percentages by grant or category
▪ Reconcile estimated indirect costs with actuals
▪ Access the full grant data repository with configurable reporting
▪ Configure standard and custom reports (e.g. budget spend down, sub-recipient performance completion)
▪ Output reports to PDF and Excel
▪ Control grant reporting tracking intervals
▪ Support drill-down reporting to view underlying details
▪ Combine grant budget and performance activity data into one project
▪ Directly (or through a data bridge) interface with the County's Financial Management System (Pentamation)
▪ Maintain auditable trail of all system activity with date, time and user ID
▪ Ability to search or filter to find a particular set of grants, documents or communications within system
▪ All data (including recipient, budget, performance, etc.) is captured as unique data elements
▪ Develop Schedule of Expenditures of Federal Awards (SEFA) statement the ties to County's Financial Management System (Pentamation) and Grant record; should provide exception notification for discrepancies
▪ Fillable Forms library that can save to grant record

<b>Grant Record Fields</b>
• Fund
• Grant Department
• Project Number
• Type: Federal; Federal pass-through; state; private
• Federal Entity (direct or pass-through origin)
• Federal Assistance Listing number (aka CFDA) – link to document
• State Entity
• Catalog of State Financial Assistance number – link to document
• Grant Name
• SEFA Grant Name
• Award Period – broken down by start date; end date (end date may be adjusted with modifications)
• Award Number
• Recipient Entity Award (BOCC, OCSO, SOE, Library Board)
• Award Amount
• Match Amount (Type and Source of Match)
• Total Project (Award + Match)
• Amendment (by Change Order, Modification or Amendment number) history should be shown with date(time extension) and amount plus or minus changes
• Budget Resolution template; Budget Transfer (board level) template; Budget Transfer (countyadministrator) template
• Purpose of award
• Capital or Operating
• Authorizing Official – link to document(s)
• Records retention period and when that time period starts
• Closeout Date
• Other Constitutional Officer/Board participation
• Sub recipient name
• Subaward number
• Subaward period
• Subaward amount
• FFATA Reporting completed and date
• Subaward Amendment (by Change Order, Modification or Amendment number) history should be shownwith date (time extension) and amount plus or minus changes
• Name of Grant Accountant assigned to award, email, phone
• Program Manager name, email, phone
• Department Personnel as needed name, email, phone
• Kickoff Meeting Information – attendees; date; time; review of items in this award
• Revenue Confirmation Email
• CAFR Notice Email (more than one may apply)
• Fiscal year end date of last SEFA inclusion
• Other fields available for potential unique items arising from an award provision

<b>Document Types</b>
• Pre-application
• Application
• Denial Letter – end unique sequential number and notes on reason for denial
• Award Letter
• Award Document
• Special Conditions in award document (type; date cleared)
• Links to Procurement and Contracts associated with award
• Link to Federal Compliance Supplement
• Advance funds - Interest a) remit to granting agency OR b) spend on project
• Program Income - a) remit to granting agency OR b) spend on project
• Reimbursement Request – method; frequency; due dates; final requirements
• Reporting – (may be one or more than one plus Final) Name of report; reporting period; due date
• Deliverables completed – (examples: 60% Design Plans, 90% Design Plans, Draft Report, FinalReport)
• Closeout Letter
• Continuing Reporting (type; frequency; due dates)

<b>Technical Requirements</b>
<b>Infrastructure and Security</b>
▪ Compatible with most web-browsers, including but not limited to Internet Explorer, Google Chrome, Safari and Firefox
▪ Available via Windows and Mac operating systems
▪ Maintain auditable trail of all system activity with date, time and user ID
▪ Directly (or through a data bridge) interface with the County's Financial Management System (Pentamation)
▪ Handle storage, extraction and retrieval of unlimited large attachments, including but not limited to PDF, DOC, XLS, and JPEG
▪ Handle unlimited concurrent user sessions
▪ Ability to share link of grant documents to 3 <sup>rd</sup> parties (i.e. FDEM, FDOT)
▪ Require users to login using a unique username and password
▪ Security features to restrict access according to user role
▪ Communicate with other data structures via an established API
▪ Data exportable in Excel, PDF, CSV format at any time
▪ Execute redundant server management
▪ Execute robust data backup processes
▪ Encrypt data in transit and at rest

Hosting
<i>Provide basic details on infrastructure and hosting, including:</i>
▪ Licensing Structure: Hosted, SaaS, or Standard Install
▪ Hosting Provider
▪ If Hosted, Security is Hosted By:
▪ Application Uptime
▪ Maximum Storage Available

### 2.3 Implementation Services and Ongoing Support Services

A grant management software system shall have implementation and ongoing support services provided as part of this project. Please note in your proposal if any of the following services are available (included or as add-on services).

Implementation Services
Training Program
Scope of Training Offered (number of sessions, sample program outline, onsite vs. remote, etc.)
Business Requirements Gathering and Configuration of the Solution
Project Management
Data Loading/Migration Services
Documentation Provided (Technical and Support)
Integration Support
Ongoing Support Services
24/7 Help Desk
Live Customer Support
Dedicated Account Manager
Support Response Times
Online Support/Resources
Timing & Frequency of Software Updates/Upgrades

### CONTRACT TERM

The contract will begin when all parties have signed and continue for three (3) years. The contract may be renewed for two (2) one (1) year renewals upon mutual agreement of all parties.

### PART 3 – PROPOSAL PREPARATION INSTRUCTIONS

The Response must be completely responsive to the RFP guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFP and contain no more than 40 pages, #12 font minimum. The 40 page maximum excludes the cover, table of contents, and copies of required forms.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFP. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top ranked firms.

At such time when approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 30, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

**Response to the RFP** shall be submitted in the format described below:

**Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants as well as addressing each of the items listed below.

- **Functional and Technical Requirements- (45 Points) -**
- a. Response to section 2.2 of RFP
- b. Proposed Integration with County systems
- c. Past Experience with other Florida clients and references
- d. Overall understanding of County's needs
- e. Technical compatibility
- f. Proposed hosting services and service level agreements
- g. Compliance with security requirements
- **Pricing - (25 points) –**
- a. Software cost
- b. Training Cost
- c. Detail total implementation costs and recurring costs for three years
- **Implementation Services- (15 points)**
- a.. Adherence to scope
- b. Implementation approach, plan and timeline
- c. Project management approach and risk mitigation
- **Experience, Staffing, References – (15 points) –**
- a. Detail firm's prior experience with implementation of grant management system in Florida
- b. Detail experience of staff and project managers c. Match staff and/or project manager by prior projects and provide status of those projects

- d. Provide three references. Include name, position, organization, address, phone and email. Detail how references are known to the company.

**Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm along with the credentials of any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel, along with Florida licensing/registration qualifications for any sub-consultants. Copies of all completed forms required by this RFP are included in this section.

**Scoring Criteria** – each Proposal will be evaluated based on the scoring criteria listed above under the Letter of Interest.

**PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)**

RFP Advertised & Posted on Website	January 3, 2022
Deadline for Questions	January 13, 2022
Answers to Question by County	January 17, 2022
RFP Response Due Date	January 26, 2022
Review Committee Meeting	Week of February 7, 2022
Anticipated Product Demonstrations	Week of February 21, 2022
Oral Presentations *if needed	Week of February 21, 2022
Recommend Award via ITA	March 3, 2022
Contract Negotiations	Week of March 14, 2022
Finalize/Execute Agreement by BOCC	April 5, 2022

**GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. 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.
5. 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.
6. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
7. 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 a breach of contract.

**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 (One Million Dollars) 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 Commercial General Liability insurance against all claims for Bodily

Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.

2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.



## INSURANCE LIMITS OF LIABILITY

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

### LIMIT

- |                                    |  |
|------------------------------------|--|
| 1. Business Automobile             | \$1,000,000 each accident<br>(A combined single limit)   |
| 2. Commercial General Liability    | \$1,000,000 each occurrence<br>Bodily Injury & Property Damage<br>\$1,000,000 each occurrence Products<br>and completed operations |
| 3. Personal and Advertising Injury | \$1,000,000 each occurrence  |
| 4. Cyber Liability                 | \$1,000,000 per claim  |

## NOTICE OF CLAIMS OR LITIGATION

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

## INDEMNIFICATION & HOLD HARMLESS

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

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number 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 Board of County Commissioners, 302N Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment

of premium.

3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. 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.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

## **EXCESS/UMBRELLA INSURANCE**

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

limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

## GENERAL PROPOSAL CONDITIONS

### I. PRE-PROPOSAL ACTIVITY

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

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

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

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

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

### II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit proposal and all forms in accordance with the public notice.

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

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

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

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

A proposal submitted by an individual shall show the Respondent's name and official address.

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

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

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

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

### III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

### IV. SUBMITTAL OF PROPOSAL

All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

## V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the proposal is withdrawn, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

## VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

## VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

## VIII. 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 proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

## IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended contractor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal 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 proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

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

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

XII. 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 contractor list.

XIII. 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 proposal package.

#### XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

#### XV. 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.

#### XVI. CONE OF SILENCE

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

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

#### XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)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.

#### XVIII. 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.

**XIX. 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.

**XX. 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 and until three (3) years after the expiration of contract.

**XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION**

Respondent shall 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.

**XXII. 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.

**XXIII. 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.



#### XXIV. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

#### XXV. UNFAIR COMPETITIVE ADVANTAGE

Consistent with 2 CFR 200.319, to help ensure objective contractor performance and eliminate unfair competitive advantage, a contractor who prepares the multiyear plan and/or grant application, or develops the draft specifications, requirements, statements of work, and/or invitation for bids or request for proposals for the project grant may not compete for subsequent procurement contracts to implement that multiyear plan or project grant.

#### XXVI: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. Compliance with Nondiscrimination Requirements
- M. Certificate of Good Standing for State of Florida-see number XXIV
- N. Grant Funding Special Conditions
- O. Additional Federal Contract Clauses

**ADDENDUM ACKNOWLEDGEMENT  
RFP OMB 06-22**

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

ADDENDUM NO.

DATE

1

Jan 21, 2022

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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.

## COMPANY DATA

Respondent's Company Name: SmartSimple Software Ltd

Physical Address & Phone #: 38 W. Fulton Street, Suite 301,  
Grand Rapids, MI 49503, USA

Phone Number: (307) 363-5460

Contact Person (Typed-Printed): Christina Ng

Phone #: +1 747.258.5058      Toll free: (1) 866 239 0991

Cell #: \_\_\_\_\_

Email: cng@smartsimple.com

Federal ID or SS #: 46-0522293

Respondent's License #: 700293036697

Respondent's DUNS #: 07-888-7519

Fax #: (416) 591-3599

Emergency #'s After Hours,  
Weekends & Holidays: (1) 866 239 0991

## 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](http://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](http://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: SmartSimple Software Ltd  
Entity Address: 38 W. Fulton Street, Suite 301, Grand Rapids, MI 49503, USA  
07-888-7519  
Duns Number: \_\_\_\_\_  
CAGE Code: [Pending sam.gov registration]

**CONE OF SILENCE**

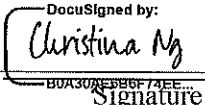
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFP) or other competitive solicitation between the bidder (or its agents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

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

Any information thought to affect the committee or staff recommendation submitted after 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  representing SmartSimple Software Ltd  
Signature Company Name

On this \_\_\_\_\_ day of 2/2/2022 2021, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

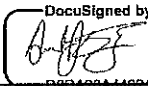
## DRUG-FREE WORKPLACE CERTIFICATION

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: 2/1/2022

SIGNATURE:  DocuSigned by:  
Dan Eardley  
D9D728A44921497...

COMPANY: SmartSimple Software Ltd

NAME: Dan Eardley  
(Typed or Printed)

ADDRESS: 30 N Gould Street, Suite 8131  
Sheridan, WY 82801

TITLE: President, US Operations

E-MAIL: deardley@smartsimple.com

PHONE#: (307) 363-5460

Exhibit "A"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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



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

## Title VI List of Pertinent Nondiscrimination Acts and Authorities

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (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 contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

#### E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

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

in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

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

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

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

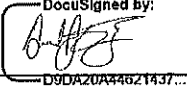
Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph€ (appropriately modified for identification of the parties in each subcontract that-

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

---

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

DATE: 2/1/2022

SIGNATURE:  D9DA20A44621437...

COMPANY: SmartSimple Software Ltd

NAME: Dan Eardley

ADDRESS: 30 N Gould Street, Suite 8131  
Sheridan, WY 82801

TITLE: President, US Operations

E-MAIL: deardley@smartsimple.com

PHONE NO.: (307) 363-546

**EXHIBIT B**  
**GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

Respondents shall comply with the clauses as enumerated below, if applicable.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act: (Construction Contracts in excess of \$2,000):** When applicable, contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than

once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401-7671q)** and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): as amended-The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
15. **Access to Records and Reports:**  
Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**  
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**  
If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information**  
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.



22. **Disputes:** Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: 2/1/2022

SIGNATURE:  D9DA20A44821437...

COMPANY: SmartSimple Software Ltd

NAME: Dan Eardley

ADDRESS: 30 N Gould Street, Suite 8131  
Sheridan, WY 82801

TITLE: President, US Operations

E-MAIL: deardley@smartsimple.com

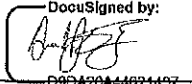
PHONE NO.: (307) 363-546

### 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 contact to likewise utilize the U.S. Department of Homeland Securities 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: 2/1/2022

SIGNATURE:  D9DA20A44621497...

COMPANY: SmartSimple Software Ltd

NAME: Dan Eardley

ADDRESS: 30 N Gould Street, Suite 8131  
Sheridan, WY 82801

TITLE: President, US Operations

E-MAIL: deardley@smartsimple.com

PHONE NO.: (307) 363-5460

## Government Debarment & Suspension

### Instructions

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

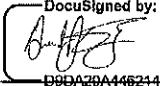
**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

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

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<p>Printed Name and Title of Authorized Representative</p> <p>DocuSigned by:  D9DA29A44621437...</p> <p>Signature</p>	<p>Dan Eardley President, US Operations SmartSimple Software Ltd</p> <hr/> <p style="text-align: center;">2/1/2022</p> <p style="text-align: center;">Date</p>
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## INDEMNIFICATION AND HOLD HARMLESS

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.

SmartSimple Software Ltd

Respondent's Company Name

30 N Gould Street, Suite 8131

Sheridan, WY 82801

Physical Address

Same as above

Mailing Address

(307) 363-5460

Phone Number

Cellular Number

2/2/2022

Date

DocuSigned by:

Christina Ng

60A30A63B0F74EE

Authorized Signature - Manual

Authorized Signature - Typed

Director of Business Development

Title

FAX Number

+1 866-239-0991

After-Hours Number(s)

cng@smartsimple.com

Email

### VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 2/1/2022

COMPANY: SmartSimple Software Ltd

ADDRESS: 30 N Gould Street, Suite 8131

Sheridan, WY 82801

PHONE NO.: (307) 363-5460

SIGNATURE:   
D8DA2DA44621437

NAME: Dan Eardley  
(Typed or Printed)

TITLE: President, US Operations

E-MAIL: deardley@smartsimple.com

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, F.S., THE FOLLOWING IS SUBMITTED TO THE CLERK OF THE BOARD OF CORPORATIONS IN THE STATE OF FLORIDA.

1. SMARTSIMPLE SOFTWARE LTD., sm. w.sge ll nil'i, e ll :r'om SuAi'<, S, "IUU:" S'cf7wME

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co." or "Corp.")

SMARTSIMPLE SOFTWARE LTD.

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

DELAWARE 4<1-0522293

2. (State in which under the law of which it is incorporated) 3 (FEJ number, if applicable)

MAY 5, 2011 PERPET (JAL)

4. (Date of incorporation) 5 (Date of duration, if other than perpetual) OCTOBER 2016

(Date of first transacted business in Florida, if prior to registration) (SEE SECTIONS 607.1501 & (107.1502, F.S., which determine penalty liability)

111 W. 19TH STREET, 4TH FLOOR NEW YORK, NY 10011

7. (Principal office address)

(City, county, state, and zip code) (FEJ number, if applicable)

H. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

RENSTEHEIJ AGENTS INC.

Name: \_\_\_\_\_

3030 N. IWCKYPOINT DR., STE 1:SOA

Office Address: \_\_\_\_\_

TAMPA Florida, 33607

(City)

(Zip code)

STATE OF FLORIDA PH 4: 37

9. I, the undersigned agent, accept:

I have been named on the registered agent and to accept signature of persons for the above state corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to hold in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

*Bee Name*

(Official agent's signature)

This document is a true and correct copy of the original duly authenticated, 10 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

I I. Names and business addresses of officers and/or directors:

**A. DIRECTORS**

Chairman: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_

Director: MIKE REID  
111 PETER STREET, SUITE 405

Address: TORONTO, ON CANADA M5V 2H1  
\_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**B. OFFICERS**

President: CAMERON MCLEAN

Address: 111 PETER STREET, SUITE 405

TORONTO, ON CANADA M5V 2M1

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Secretary: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer: BERNARD TIT REID

Address: 111 PETER STREET, SUITE 405 TORONTO, ONTARIO CANADA M5V 2H1

Address: \_\_\_\_\_

**NOTE:** In compliance, you may attach all addendum to this application listing additional officers and/or directors.

12. CAMERON MCLEAN {1, }-101A71

Signature of Director or Officer

The officer or Director signing this document (and who is listed in number I I above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, r.S.

CAMERON MCLEAN/ PKESWENT

I.I. \_\_\_\_\_

(Type or printed name and capacity of person signing application)



.....0.....  
**F17000003360**



**700293036697**

12/22/16--0iJOS--0...:3 H 70.00

07/28/17--01031--00: \*\*650.00

(Requester's Name)

(Address)

(Address)

(City/State/Zip/Phone#)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_    Certificates of Status \_\_\_

Special Instructions to Filing Officer:

**W14-85781**



Office Use Only

FILED  
JAN 3 2017  
TALLAHASSEE, FLORIDA  
PH 4: 37  
EID

**Attachment "B"**  
**Insurance Requirements**

**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

**CONTRACTORS INSURANCE**

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

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

## INSURANCE LIMITS OF LIABILITY

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

### LIMIT

- |    |                                 |  |
|----|---------------------------------|--|
| 1. | Business Automobile             | \$1,000,000 each accident<br>(A combined single limit)   |
| 2. | Commercial General Liability    | \$1,000,000 each occurrence<br>for Bodily Injury & Property<br>Damage<br>\$1,000,000 each occurrence<br>Products and completed<br>operations |
| 3. | Personal and Advertising Injury | \$1,000,000 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

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

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the 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 Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County 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.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

**EXCESS/UMBRELLA INSURANCE**

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

## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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



Attachment "D"

This Attachment is hereby incorporated by reference into the main *Contract*.

**FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*<sup>1</sup>**

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [insert grant numbers] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies

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<sup>1</sup> Note as of February 2022, the "Simplified Acquisition threshold" is currently set at \$250,000.00; the "Micro-purchase threshold" is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

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

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or

understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the

requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):** Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

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

1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

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

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

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

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

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

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

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

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

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

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

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

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

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the

services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

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

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

substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

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

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

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

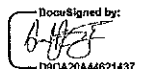
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The \_\_\_\_\_ on behalf of \_\_\_\_\_ the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 5/24/2022

SIGNATURE:  \_\_\_\_\_

COMPANY: SmartSimple Software, Ltd. NAME: Dan Eardley

ADDRESS: 38 W. Fulton Street, suite 301 TITLE: President, US Operations  
Grand Rapids, MI  
49503, USA

E-MAIL: deardley@smartsimple.com

PHONE NO.: (307) 363-5460

### Buy America Certificates

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

#### Certificate of Compliance with Buy America Requirements

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

#### Certificate of Non-Compliance with Buy America Requirements

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 6144AF0836DB41C2B6370E8FBFF46F40  
 Subject: Please DocuSign: SmartSimple, Okaloosa County, LTD final contract  
 Source Envelope:  
 Document Pages: 110  
 Certificate Pages: 4  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Governance, Risk Management and Compliance  
 111 Peter Street  
 Suite 606  
 Toronto, ON M5V 2H1  
 grc@smartsimple.com  
 IP Address: 50.101.151.39

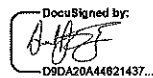
## Record Tracking

Status: Original 5/24/2022 9:24:36 AM	Holder: Governance, Risk Management and Compliance grc@smartsimple.com	Location: DocuSign
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## Signer Events

Dan Eardley  
 deardley@smartsimple.com  
 President, US Operations  
 Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Uploaded Signature Image  
 Signed by link sent to deardley@smartsimple.com  
 Using IP Address: 147.92.108.148

## Timestamp

Sent: 5/24/2022 9:43:31 AM  
 Viewed: 5/24/2022 9:44:21 AM  
 Signed: 5/24/2022 9:53:19 AM

Electronic Record and Signature Disclosure:  
 Accepted: 5/25/2021 10:55:32 AM  
 ID: 35efc5c3-8738-4fce-9eac-f9e16b86cd82

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/24/2022 9:43:31 AM
Certified Delivered	Security Checked	5/24/2022 9:44:21 AM
Signing Complete	Security Checked	5/24/2022 9:53:19 AM
Completed	Security Checked	5/24/2022 9:53:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [HR@smartsimple.com](mailto:HR@smartsimple.com)

#### **To advise SmartSimple Software Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [HR@smartsimple.com](mailto:HR@smartsimple.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [HR@smartsimple.com](mailto:HR@smartsimple.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [HR@smartsimple.com](mailto:HR@smartsimple.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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