

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2022

Contract/Lease Control #: C22-3169-TDD

Procurement#: RFP TDD 05-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: MILES PARTNERSHIP, LLP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/05/2022

Expiration Date: 04/04/2025 W/2 1 YR RENEWALS

Description of: OKALOOSA COUNTY TOURIST DEVELOPMENT DEPARTMENT WEBSITES DESIGN, BUILD AND MAINTENANCE

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TBD Tracking Number: 4551-2a
Procurement/Contractor/Lessee Name: miles Partner ship Grant Funded: YES ___ NO X
Purpose: TOD websites Design, Build: maintain
Date/Term: 3 yrs w/ 2 yr renewal 1. GREATER THAN \$100,000
Department #: 1151 2. GREATER THAN \$50,000
Account #: 548020 3. \$50,000 OR LESS
Amount: 897,412
Department: TOD Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 5-22-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no Federal bids Grant Name: _____
_____ Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 3-22-22
_____ Kristina LoFria
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 3-25-22
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, March 25, 2022 8:43 AM
To: DeRita Mason
Cc: Kerry Parsons; Kristina LoFria
Subject: Re: Miles Partnership Contract/RFP TDD 05-22
Attachments: Miles Partnership Draft Contract - cdrev 3.25.22.docx

DeRita,

With the attached changes, this contract is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Tuesday, March 22, 2022 1:48:43 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Kristina LoFria
Subject: Miles Partnership Contract/RFP TDD 05-22

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
5479A Old Bethel Road
Crestview, Florida 32536

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, March 22, 2022 1:14 PM
To: DeRita Mason
Subject: RE: Miles Partnership Contract/RFP TDD 05-22

DeRita,

Good afternoon, 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
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.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 22, 2022 12:49 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: Miles Partnership Contract/RFP TDD 05-22

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



Board of County Commissioners Purchasing Department

State of Florida

Date: February 25, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP TDD 05-22

Okaloosa County Tourist Development Department Websites Design Build and Maintenance

Okaloosa County would like to thank all businesses, which submitted proposals to the Okaloosa County Tourist Development Department Websites Design Build and Maintenance. (RFP TDD 05-22)

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

Miles Partnership, LLLP
6751 Professional Pkwy, Suite 200
Sarasota, FL 34240

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,

A handwritten signature in blue ink that reads "Jeffrey A. Hyde".

Jeffrey Hyde
Purchasing Manager

MILES PARTNERSHIP, LLLP

DUNS Unique Entity ID 782929249	SAM Unique Entity ID SSGKJGL9KPL7	CAGE / NCAGE 4GFS6
Purpose of Registration All Awards	Registration Status Active	Expiration Date Sep 10, 2022
Physical Address 6751 Professional PKWY W STE 200 Sarasota, Florida 34240-8450 United States	Mailing Address 6751 Professional Parkway Sarasota, Florida 34240-8443 United States	

Doing Business as Miles	Division Name (blank)	Division Number (blank)
Congressional District Florida 16	State / Country of Incorporation Florida / United States	URL (blank)

Registration Dates

Activation Date Sep 14, 2021	Submission Date Sep 10, 2021	Initial Registration Date Jul 12, 2006
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Entity Dates

Entity Start Date Nov 29, 2005	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4GFS6

Electronic Business

♀
Karen Macnamara

**6751 Professional Parkway
Sarasota, Florida 34240
United States**

ROGER MILES

6751 Professional Parkway
Sarasota, Florida 34240
United States

Government Business

♀
ROGER MILES

**6751 Professional Parkway
Sarasota, Florida 34240
United States**

DAVID BURGESS

6751 Professional Parkway
Sarasota, Florida 34240
United States

Past Performance

♀
SANDY PIOTEREK

**6751 Professional PKWY
Sarasota, Florida 34240
United States**

ROGER MILES

6751 Professional Parkway
Sarasota, Florida 34240
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541613	Marketing Consulting Services
	518210	Data Processing, Hosting, And Related Services
	541512	Computer Systems Design Services
	541810	Advertising Agencies
	541890	Other Services Related To Advertising
	561499	All Other Business Support Services

This entity does not appear in the disaster response registry.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Partnership
MILES PARTNERSHIP, LLLP

Filing Information

Document Number	A16000000417
FEI/EIN Number	02-0761406
Date Filed	08/12/2016
Effective Date	11/29/2005
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	08/12/2016
Event Effective Date	NONE

Principal Address

6751 PROFESSIONAL PARKWAY WEST, SUITE 200
SARASOTA, FL 34240

Mailing Address

6751 PROFESSIONAL PARKWAY WEST, SUITE 200
SARASOTA, FL 34240

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 01/04/2018

Address Changed: 01/04/2018

General Partner Detail

Name & Address

Document Number L16000151347

MILES PARTNERSHIP II, LLC
6751 PROFESSIONAL PARKWAY WEST, SUITE 200
SARASOTA, FL 34240

Annual Reports

Report Year	Filed Date
2019	01/31/2019
2020	01/17/2020
2021	01/13/2021

Document Images

<u>01/13/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/31/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/16/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2018 -- Reg. Agent Change</u>	View image in PDF format
<u>03/08/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/12/2016 -- Domestic LP</u>	View image in PDF format

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND MILES PARTNERSHIP, LLLP**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 5th, day of April, 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 Miles Partnership, LLLP, a Florida Limited Partnership, whose address is 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240 authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 02-0761406.

RECITALS

WHEREAS, the County is in need of a contractor to provide **Okaloosa County Tourist Development Department Websites Design, Build and Maintenance** (“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 for an amount of nine hundred seventy-one thousand two hundred twelve Dollars (\$ 971,212), 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 TDD 05-22 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, **Okaloosa County Tourist Development Department Websites Design, Build and Maintenance**. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance

with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of three (3) years from site launch. The Agreement may be renewed for an additional one (1) two (2) year renewal upon mutual written agreement by all parties.

Should the County exercise the option for a two-year renewal, compensation cannot exceed 10% of the originally negotiated fees herein, unless the scope of design, technology and/or services has substantially changed.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of nine hundred seventy-one thousand two hundred twelve Dollars (\$ 971,212).

- a. One-Time/Setup Fees: NTE \$235,000
- b. Year 1 Annual Recurring Fees: NTE 245,404
- c. Year 2 Annual Recurring Fees: NTE 245,404
- d. Year 3 Annual Recurring Fees: NTE 245,404

- e. Contractor shall submit an invoice to the County upon work performed on a monthly basis. 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.

- f. Disbursement. There are no reimbursable expenses associated with this Agreement.

- g. 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.

- h. 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.

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

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

If to the County:	Jennifer Adams, TDD Director 1540 Miracle Strip Pkwy SE Fort Walton Beach, FL 32548 850-651-7131 jadams@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	David Burgess, President & CEO Miles Partnership, LLLP 6751 Professional Pkwy, Suite 200 Sarasota, FL 34240 214-960-2974 Ryan.thompson@milespartnership.com	

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

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

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

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the 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, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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

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

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

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

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

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

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

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

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

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

MILES PARTNERSHIP, LLLP:

David Digitally signed by David Burgess

Burgess Date: 2022.03.31 11:20:20 -04'00'

Signature

David Burgess

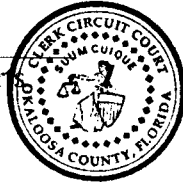
Print Name

President & CEO

TITLE:

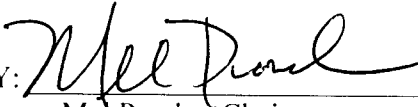
ATTEST:


J.D. Peacock II, Clerk of Court



OKALOOSA COUNTY, FLORIDA

BY:



Mel Ponder, Chairman



Attachment "A"
Contractor's Proposal



Miles Partnership/Okaloosa County FY22 Website Development Pricing Chart

Date: 3/21/22

Below we've provided a completed cost chart as outlined in your RFP, which includes pricing for all three websites. Following the chart, we've provided additional detail on our proposed budget.

	Vendor	One-time/Setup Fees	Annual Recurring Fees
Website Development, including design/build, content migrations, development, technical SEO, Analytics Reporting	Miles Partnership	Hours: 1,433 Hourly rate: \$150 Not to exceed: \$215,000	Hours: 10/mo Hourly rate: \$150 Not to exceed: \$1,500/mo (upon site launch)
Website Security & Maintenance	Miles Partnership	N/A	Hours: 20/mo Hourly rate: \$150 Not to exceed: \$3,000/mo
Website Hosting	Miles Partnership	N/A	Hours: N/A Hourly rate: N/A Not to exceed: \$2,000/mo
Website Updates & Enhancements	Miles Partnership	N/A	Hours: 66/mo Hourly rate: \$150 Not to exceed: \$9,917/mo
CRM Solution Licensing Option #1	Salesforce	Hours: 133 Hourly rate: \$150 Not to exceed: \$20,000	"Professional" version at \$75/user/month or \$100/user/month for "Enterprise". Estimate 3 users max: \$225/month x 12 months = \$2,700 /annually for license.
CRM Solution Licensing Option #2	Salesforce	Hours: 133 Hourly rate: \$150 Not to exceed: \$20,000	\$5,700/mo for Salesforce (2-3 licenses) \$48,400 annually



FY22 Budget Overview:

- Website Development: \$215,000.00
- Salesforce CRM Setup: \$20,000.00
- Pick one of the following (TBD based on initial review of existing CRM):
 - Salesforce License Option #1: \$2,700.00
 - Salesforce License Option #2: \$48,400.00

- Annual/Recurring upon site Launch:
 - Security & Maintenance \$36,000.00
 - Hosting \$24,000.00
 - Updates & Enhancements \$119,004.00
 - Analytics \$18,000.00



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

RFP TITLE:
Okaloosa County Tourist Development Department Websites
Design Build & Maintenance

RFP NUMBER:
RFP TDD 05-22

ISSUE DATE: November 15, 2021
LAST DAY FOR QUESTIONS: November 30, 2021 3:00 P.M. CST
RFP OPENING DATE & TIME: December 21, 2021 3:00 P.M. CST

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

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.

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 Miles Partnership, LLLP
MAILING ADDRESS 6751 Professional Pkwy, Suite 200
CITY, STATE, ZIP Sarasota, FL 34240
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 02-0761406
TELEPHONE NUMBER: 214-960-2974 EXT: _____ FAX: _____
EMAIL: ryan.thompson@milespartnership.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 David Burgess

TITLE: President & CEO DATE: December 14, 2021

NOTICE TO RESPONDENTS
RFP TDD 05-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) December 21, 2021, for Okaloosa County Tourist Development Department Websites Design Build & Maintenance.**

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 December 21, 2021**, 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 information 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

Carolyn N. Ketchel,
Chairman

PROPOSAL REQUIREMENTS

RFP TDD 05-22

PROPOSAL ITEM: Okaloosa County Tourist Development Department Websites Design, Build & Maintenance. The Tourism Development Department of Okaloosa County comprises the Destin-Fort Walton Beach Visitor Bureau, the Destin-Fort Walton Beach Convention Center, and the Destin-Fort Walton Beach Film Commission.

ABOUT DESTIN-FORT WALTON BEACH, FLORIDA:

No stretch is more captivating than the sugar-white sand beaches and emerald-green waters that meet along the shores of Destin-Fort Walton Beach. Located in Northwest Florida, the destination is not only an ideal place to unwind and experience total relaxation along a more than 20-mile stretch of beach, but for kids, and kids at heart, to uncover the adventurous side within. Inspired by a study that showed 56 percent of children spend less time outdoors than maximum security prison inmates and that 49 percent of surveyed parents find it hard to play with their kids, the destination set out on a mission to get kids on the water to give their adventurous side room to grow. The family-friendly locale offers an environment of discovery on land and water for both parents and kids to play and explore. It's free from the stresses and judgements of everyday life, inviting families to indulge their curiosities.

PURPOSE OF RFP:

The purpose of this request for proposal is to enter into a project agreement with a single firm that provides website design, build and ongoing maintenance services for Destin-Fort Walton Beach's three websites: destinfb.com, destinfbconventioncenter.com, and filmdestinfb.com. It is preferred that the firm specializes in tourism and/or destination marketing, is design-focused, and has performed similar scopes of work.

With a mission to be more valuable to all who visit, work, or live in Destin-Fort Walton Beach, the project's objectives include a dedicated build providing consumers with a valuable, interactive planning tool while also providing industry information to our partners. A design-first approach will be taken for the rebuild with user experience and navigation as the top priority. The chosen website firm will work closely with the Destin-Fort Walton Beach staff on the overall design and build. Each website build should have the same user interface appearance/skin that aligns and reflects the Destin-Fort Walton Beach brand standards.

Website hosting, security, and maintenance are expected, but Destin-Fort Walton Beach will be the sole owner of any web hosting account, code and assets.

PROPOSED SCOPE OF WORK:

Destin-Fort Walton Beach seeks a firm with the expertise and capability to provide the following for the main Visitor Bureau website, the Film Commission website and the Convention Center website:

A clean, user-centered, consumer-facing website to promote each entity. The newly designed websites should be created with a mobile-first approach while still being fully responsive. Everything should be smooth and well-integrated for mobile while still responsive for other screen sizes such as tablets and desktops.

Each website must be created following best practices for SEO indexability and follow the best cybersecurity practices. In the rebuild, an adaptable, open-source CMS must be used for hosting so Destin-Fort Walton Beach can make changes to the code independently. Destin-Fort Walton Beach must own the code and all assets for each website.

The website must represent the brand image and visual identity of Destin-Fort Walton Beach and adhere to the organization's brand standards. It also must serve as a valuable and interactive planning tool for potential and in-market visitors.

The re-design and launch of the websites have an anticipated completion of December 1, 2022. All proposals must include ongoing services for hosting, maintenance, and updates/enhancements for the term of the agreement.

Aspects included in the re-design and scope of work include, but are not limited to:

1. Sitemap development and site planning including a plan for content revision and migration from current websites.
2. Individual, searchable listing pages of our industry partners to include photos and videos, custom content and amenities across various categories (accommodations, dining, activities, attractions, events).

3. Industry “partner portal” with individual partner login where listing information and listing analytical reports can easily be updated and accessed.
4. Interactive and visually appealing maps integration.
5. Sortable and interactive events calendar.
6. Content filtering capabilities based on pre-set categories.
7. Ability for partners, media, and others to view and download various assets such as media kits, photos, graphics, videos, and reports.
8. Seamless integration with third-party chat platform.
9. Ability to integrate with Request for Proposals software to receive information through the Convention Center website.
10. Ability to create forms to collect consumer and partner information for email database sign-ups, information requests and more. Ideally these forms will integrate with a standalone CRM platform and email software.
11. Must have e-commerce capabilities. Must have the capability to create or integrate with an e-commerce platform with booking capabilities to sell merchandise and destination activities. The e-commerce platform must follow standards for payment processing using DSS/PCI compliance requirements.
12. ADA accessibility features. The websites must be fully ADA compliant.
13. Advanced search capability.
14. A "Trip Planner" platform that can log the users' chosen trip plans and save them either under a back-end user account with safe login or under local browser storage.
15. Blogs.
16. Social media integration (Facebook, YouTube, Instagram, Twitter, etc.)
17. Integration with third-party user-generated content curations programs such as CrowdRiff.
18. Ability to host or integrate with live webcams.
19. Staging site capability.
20. The ability for Destin-Fort Walton Beach staff to easily upload content and make changes. Including uploading photos and video, creating and editing all main and subpages, as well as full access to code to make changes and updates as needed.
21. Announcement banner and pop-up capabilities.
22. Adhere to the organization's brand standards and maintain cohesive font weights, sizes and color among body, heading and subheading text on main and subpages.

23. Technical SEO – including keyword research, keyword to page mapping, on-page optimization, meta definition, 301 redirects, page speed analysis, and more.
24. Ensure the appropriate security for the users and County (SSL certificates, password hashes (if applicable)), and more is practiced.
25. Maintain hardware and software, fix any functionality issues within 24-hours of notification, respond to user technical support questions, proactively research and integrate new functionality. Responsible for routine maintenance and must monitor the site for security issues. Maintenance-support includes security, monitoring, backups, reporting, and one-on-one assistance when needed.
26. Easy to use and adaptable open-source CMS with a fully custom theme for hosting.
27. Developers available to make website updates and enhancements as needed.
28. Other functions, not listed, but valuable to the overall tourism industry in Okaloosa County.

Evaluation/Selection of Submittals

The submittals will be reviewed by a special procurement committee consisting of members of the Okaloosa County Tourist Development Council (TDC) and community partners. Proposals should be responsive to the items identified in this RFP and contain no more than 35 pages. The 35-page maximum does not include all required forms and certification copies, the cover and table of contents. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

TERM OF CONTRACT

Three (3) years, with option for two (2) renewals of one (1) year each.

ORGANIZATION OF PROPOSAL & EVALUATION CRITERIA

The special procurement committee will review the proposals and rank them based on the evaluation criteria provided below. All respondents must include all required information listed below.

The County reserves the right to narrow the Respondents' proposals to a shortlist. Respondents selected for the shortlist may be invited to answer additional questions from the County and/or make a presentation which will be part of the evaluation. Any costs associated with presentations are the responsibility of the respondent(s).

Business Information, Experience & Qualifications (30 Points)

- Name of organization, including subcontractors, address of the home branch, nature of the organization (individual, partnership or corporation; private or public; profit or non-profit), and the number of employees. Identify the state in which the organization is incorporated or chiefly located. State if the organization is licensed to operate in Florida. Include name, title, and phone number or person(s) in your organization that is authorized to negotiate the proposed contract.
- Identify any subcontractors and their role in delivering the solution. If subcontractors are proposed, identify the percentage of total project hours to be completed by a subcontractor. Please also provide the location and background of subcontractors.
- Describe the organization's general background and services provided, a brief company profile, length of time in business (three-year minimum required), organizational structure, and core competencies.
- Explain your account management structure and procedures and the structure of service levels/tiers for ongoing website maintenance.
- Describe the qualifications of the key staff that will actively work on the project.
- Describe the size and makeup of the team that will be working on all phases of the websites from design, build and ongoing maintenance.
- Explain your customer service approach with emphasis on the steps and project management to ensure deliverables are met and communications maintained.
- Discuss any hardware/software vendor partnerships.
- Describe your experience with UX/UI design.
- Describe experience producing sites for tourism-focused clients.
- Provide three case studies on website projects that supported multi-million dollar media spend. Please provide performance highlights and identify the year in which the work was performed. All websites provided must have a live URL.

Technical Approach (30 Points)

Provide a description of the technical approach to the project to include:

- Functional specifications and requirements.
- Hosting, security, maintenance, and ongoing support specifications and requirements.
- Work plan approach, schedule, timelines, and availability commitment.
- Testing and quality control of the websites.
- Plan for content migration and revision from current websites or plan for new content curation that aligns with brand voice.
- Approach for training Destin-Fort Walton Beach staff on CMS and functionality.
- Approach for handling requested updates and enhancements from Destin-Fort Walton Beach.

Creative Approach (30 Points)

Please include a descriptive creative approach for creating and executing the websites provided in your portfolio to include:

- How user experience impacts design.
- How the client's brand story influences design.
- How the client's identity and voice are maintained throughout design.
- Other notable facts that demonstrate the bidder's creative approach to website design.

Financial (10 Points)

Total price, including development, launch and ongoing support. A total ownership cost must be presented with all fees disclosed. Costs should be broken out by number of hours and hourly rate, with a not-to-exceed cost stated for each. Provide any value-added services or product features to be included.

Pricing must be provided in the following table, to include all three websites: destinfb.com, destinfbconventioncenter.com and filmdestinfb.com

	Vendor	One-Time/ Setup Fees	Annual Recurring Fees
Website Development, including design/build, content migrations, development, technical SEO		Hours: Hourly rate: \$ Not to exceed: \$	n/a
Website Security & Maintenance		n/a	Hours: Hourly: \$ Not to exceed: \$
Website Hosting		n/a	Hours: Hourly: \$ Not to exceed: \$
Website Updates & Enhancements		n/a	Hours: Hourly: \$ Not to exceed: \$

PROCUREMENT SCHEDULE

RFP Advertised & Posted on Website	November 15, 2021
Deadline for Questions	November 30, 2021 @ 3:00 P.M.
Answers to Question by County	December 7, 2021
RFP Response Due Date	December 21, 2021@ 3:00 P.M.
Review Committee Meeting	January 12, 2022 @ 9:00 A.M.
Oral Presentations *if needed	January 25, 2022 (immediately after TDC mtg) @ 10:00 A.M.
Recommend Award via ITA	Post 1/28/22, Comes off 2/2/22
Contract Negotiations	
Agreement to TDC	February 22, 2022
Finalize/Execute Agreement by BOCC	March 1, 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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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 a breach of contract.

WORKERS' COMPENSATION INSURANCE

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

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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:

1. Workers' Compensation **LIMIT**

1.)	State	Statutory
2.)	Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	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
(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. Request for Proposals & Respondent's Acknowledgement form
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- C. Federal E-Verify
- E. Cone of Silence
- F. Indemnification and Hold Harmless
- G. Company Data
- H. System of Awards Management
- I. Addendum Acknowledgement
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List
- M. Compliance with Nondiscrimination Requirements
- N. Certificate of Good Standing for State of Florida-see number XXIV

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: December 14, 2021

SIGNATURE: 

COMPANY: Miles Partnership, LLLP

NAME: David Burgess

(Typed or Printed)

ADDRESS: 6751 Professional Pkwy,
Suite 200
Sarasota, FL 34240

TITLE: President & CEO

E-MAIL: david.burgess@milespartnership.com

PHONE #: 941-342-2316

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____
_____	_____

FIRM NAME: Miles Partnership, LLLP

BY (PRINTED): David Burgess

BY (SIGNATURE): 

TITLE: President & CEO

ADDRESS: 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240

PHONE NO.: 941-342-2316

E-MAIL : david.burgess@milespartnership.com

DATE: December 14, 2021

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: December 14, 2021

SIGNATURE: 

COMPANY: Miles Partnership, LLLP

NAME: David Burgess

ADDRESS: 6751 Professional Pkwy,
Suite 200
Sarasota, FL 34240

TITLE: President & CEO

E-MAIL: david.burgess@milespartnership.com

PHONE NO.: 941-342-2316

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 Miles Partnership, LLLP
Signature Company Name

On this 14th day of December 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.

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.

Miles Partnership, LLLP
Respondent's Company Name

6751 Professional Pkwy, Suite 200
Sarasota, FL 34240
Physical Address

Same as above
Mailing Address

941-342-2316
Phone Number

941-544-7622
Cellular Number

December 14, 2021
Date


Authorized Signature – Manual

David Burgess
Authorized Signature – Typed

President & CEO
Title

FAX Number

After-Hours Number(s)

david.burgess@milespartnership.com
Email

COMPANY DATA

Respondent's Company Name: Miles Partnership, LLLP

Physical Address & Phone #: 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240
800-683-0010 or 941-342-2300

Contact Person (Typed-Printed): Ryan Thompson, Senior VP

Phone #: 214-960-2974 or 800-683-0010 Ext. 2385

Cell #: 214-960-2974

Email: ryan.thompson@milespartnership.com

Federal ID or SS #: 02-0761406

Respondent's License #: A16000000417.

Respondent's DUNS #: 782929249

Fax #:

Emergency #'s After Hours,
Weekends & Holidays: 214-960-2974

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name: Miles Partnership, LLLP

Entity Address: 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240

Duns Number: 782929249

CAGE Code: 4GFS6

SAM Unique Entity ID: SSGKJGL9KPL7

ADDENDUM ACKNOWLEDGEMENT
RFP TDD 05-22

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

ADDENDUM NO.

DATE

1

December 8, 2021

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.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Miles Partnership, LLLP , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

David Burgess, President & CEO

Name and Title of Contractor's Authorized Official

December 14, 2021

Date

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

Printed Name and Title of Authorized Representative

David Burgess, President & CEO


Signature

December 14, 2021

Date

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: December 14, 2021

COMPANY: Miles Partnership, LLLP

ADDRESS: 6751 Professional Pkwy,
Suite 200
Sarasota, FL 34240

PHONE NO.: 941-342-2316

SIGNATURE: 

NAME: David Burgess
(Typed or Printed)

TITLE: President & CEO

E-MAIL: david.burgess@milespartnership.com

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-

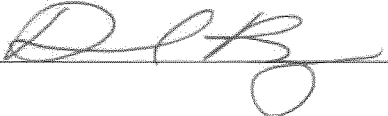
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance 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: December 14, 2021

SIGNATURE: 

COMPANY: Miles Partnership, LLLP

NAME: David Burgess

ADDRESS: 6751 Professional Pkwy W, Suite 200
Sarasota, FL 34240

TITLE: President & CEO

E-MAIL: david.burgess@milespartnership.com

PHONE NO.: 941-342-2316

Website Design, Build and Maintenance

Proposal for Okaloosa County Tourism Development Department

SAM UNIQUE ENTITY IDENTIFIER: SSGKJGL9KPL7

DECEMBER 21, 2021

Lead Contact:

Ryan Thompson, SVP
6751 Professional Pkwy., Suite 200, Sarasota, FL 34240
214-960-2974 / Ryan.Thompson@MilesPartnership.com

miles
PARTNERSHIP



TABLE OF CONTENTS

Business Information, Experience and Qualifications	Page 1
Meet the Team	Page 6
How We'll Work with You	Page 9
Case Studies	Page 10
Creative Approach	Page 14
Prioritizing UX and Brand Through Design	Page 15
Our Vision for a New Digital Platform for Destin-Fort Walton Beach	Page 16
Technical Approach	Page 20
How We Develop Websites	Page 20
Technical Components of Our Approach	Page 23
Financial	Page 32
Pricing Chart	Page 32
Detail on Proposed Budget	Page 33
Additional Required Documents	

BUSINESS INFORMATION, EXPERIENCE AND QUALIFICATIONS

Miles is a strategic marketing company focused exclusively on travel and tourism.

We began as an entrepreneurial venture, and our spirit of seeing and seizing opportunity has remained with us. Today we work with more than 130 clients, including some of the largest and most innovative destination and travel brands. From high-level strategy to product development, we deliver forward-thinking, results-driven solutions to meet our clients' objectives. **Your goals are our goals.**

At Miles, we offer global expertise in developing strategy-driven websites and digital programs that deliver on user and client objectives.

Our digital expertise includes providing strategy, UX/UI, content distribution, development, optimization and maintenance services. Our strength is in applying a research-based understanding of audience needs to create visually engaging, content-rich and highly functional websites for DMOs and hospitality businesses.

As a leading digital agency in the travel vertical, we understand that the structure of your digital marketing platforms will directly and indirectly shape the strategies and goals you're able to accomplish as an organization. That's why every decision we make will be tied back to measurable KPIs.

We believe that marketing your destination with both passion and precision is about understanding traveling consumers—what motivates them to choose Destin-Fort Walton Beach, whether it's the sugar-white beaches, emerald-green water or endless choice of family-friendly experiences. It's about convincing travelers of the many reasons they should stay longer and return sooner. It's also about attending to every detail of the user experience to provide consumers with the features, functionality, tools and information they need.

Equally important as creating these rich content experiences is ensuring that your target audiences find your content when researching travel. The core principle of our content marketing approach is evolution—content evolution, platform adaptation and constant optimization.

Name of the organization: Miles Partnership, LLLP

Year founded: 1954 as SEE Magazines, incorporated as Miles Media Group in 1990 and established as Miles Partnership, LLLP since 2016



We have spent the past 20-plus years building our reputation as a leading digital development agency in the travel space, earning recognition as an Outstanding Web developer by the Web Marketing Association for nine years in a row.



Nature of the organization: Miles Partnership, LLLP is a privately held company that conducts business as a limited liability limited partnership. The company is registered and headquartered in Florida and is licensed to operate in the state.

Office address: 6751 Professional Pkwy., Suite 200, Sarasota, FL 34240

Number of employees: 265

Point of contact: Ryan Thompson, Senior Vice President, 214-960-2974

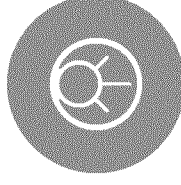
OUR COMMITMENT TO DIVERSITY, EQUITY & INCLUSION

At Miles, we are committed to Diversity, Equity and Inclusion (DEI) to implement systemic change within Miles and to evolve equitable and inclusive marketing practices to better advise our clients, their communities and the visitors they serve.

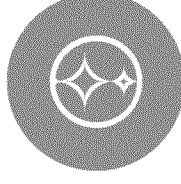
In 2020, through the commitment of our CEO, we completed several milestones to build a framework to implement DEI at Miles, including an internal DEI assessment, facilitating training sessions for staff and hiring a Chief Diversity & Inclusion Officer to lead and develop our organization's vision for DEI.

Now at a foundational stage of implementation, our commitment to DEI will provide a pathway to organizational sustainability, internally and externally, by remaining innovative and focused on the same societal and consumer shifts that are top-of-mind for our clients.

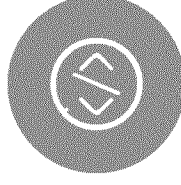
CORE COMPETENCIES



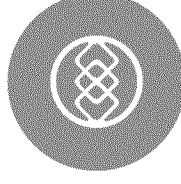
Strategic Consulting



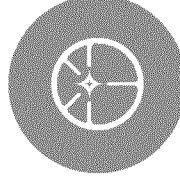
Branding & Creative



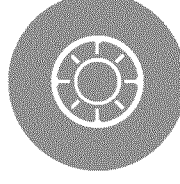
Digital Development & Optimization



Content Creation & Distribution



Media Planning & Buying



Revenue Generation & Co-op Programs

OUR RESEARCH-BASED APPROACH

Each year, Miles invests more than \$500,000 in research with independent, third-party research partners such as Phocuswright, Destination Analysts, Civitas, Downs & St. Germain and Longwoods International to help provide the insights and recommendations our clients need.



Our research-driven approach doesn't end there: We also conduct ongoing web conversion studies to understand user behavior and expectations of DMO sites. We use these learnings to inform the strategies we propose to clients to meet and exceed user expectations. What sets Miles apart is our ability to turn research and analytics into actionable insights that inform decisions, shape changes and drive improvements for our clients.

A small selection of recent Miles-sponsored research that helps drive the evolution of our digital marketing strategies includes:

- » **“The State of the American Traveler,”** Destination Analysts’ ongoing quarterly study since 2007, offering an in-depth look at American leisure travelers with special reports on Destination Decisions, Technology & Mobile, Traveler Segments and Destination Management.
- » **“COVID-19 Traveler Sentiment Study,”** Longwoods International, 2020–2021. Weekly research showing COVID-19’s impact on travel plans through several data points. Miles also developed the “Clarity in a Time of Crisis” global education portal at COVID19.MilesPartnership.com so we could help DMOs better understand the impact of COVID-19 and provide them with curated insights and strategies for when and how to respond.
- » **“Destination Websites That Drive Travel— State Tourism & CVB Editions,”** DMA West and Destination Analysts, 2016–2019. A robust website conversion study across nine states and 13 CVBs that unearths the types of content and features that most influence the destination choice as well as the ROI of a destination website and how it drives actual visitation, new spending and tax revenue.
- » **“The Year in Review & the Year Ahead – Major Trends, Challenges & Opportunities in Destination & Tourism Marketing,”** Phocuswright, 2016–2021. Now in its sixth year, the study explored insights, analyses and predictions of how the industry is changing. This year spotlights the impact of technology and digital transformation along with its challenges and opportunities.

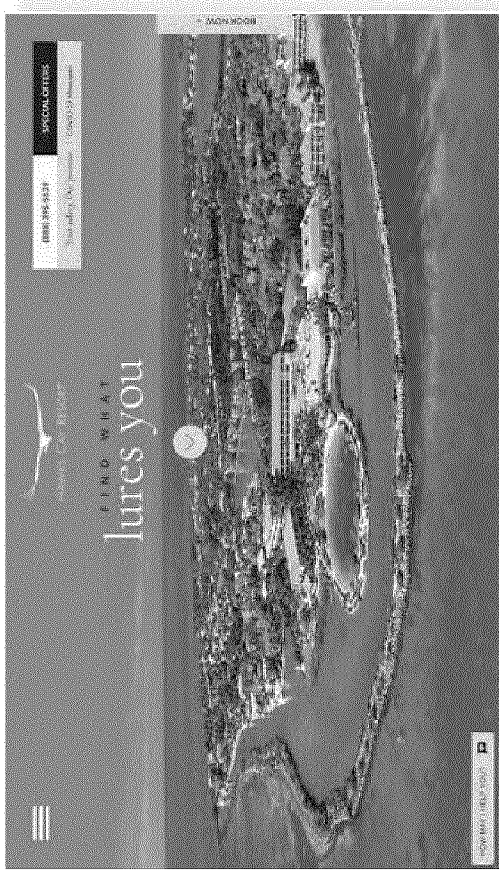
AWARDS & ACCOLADES

Over the past three years alone, our client work has garnered more than 140 awards across website development, content creation and brand campaigns.

Recent accolades include:

- » 2021 WebAward for Outstanding Website for MemphisTravel.com
- » 2021 WebAward for Outstanding Website for PinkShell.com
- » 2021 IAC Award for Outstanding Website for ExploreMinnesota.com
- » 2021 IAC Award for Best Travel Email Message for Destination DC's "#DCtogether: Staying Connected During Shelter in Place"
- » 2020 WebAward for Outstanding Website for HawksCay.com

- » 2020 WebAward for Outstanding Website for Meetings. HiltonSandestinBeach.com
- » 2020 IAC Award for Outstanding Online Campaign for Florida's Space Coast Office of Tourism's VisitSpaceCoast.com Website Post-Launch Traffic Preservation Campaign
- » 2019 U.S. Travel Mercury Award for Best Travel Website for DiscoverPuertoRico.com
- » 2019 U.S. Travel Mercury Award for People's Choice Website for Arkansas.com
- » 2019 Gold HSMIA Adirian Award for The Central Ave Web Experience for Visit St. Pete/Clearwater



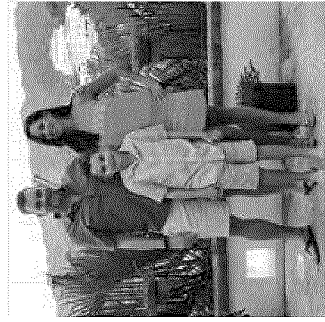
MEET THE TEAM

At Miles Partnership, we invest heavily in research, hire exceptionally talented associates, embrace creativity and carefully measure results.

We pride ourselves on customer service, and over the past several years we've created an operational structure aimed at treating every client as if they were our only client. We provide a high level of customer service throughout the website build and maintenance; we don't subscribe to ticketing systems or service tiers. You can count on us when you need us.

Your dedicated Miles team is committed to hands-on involvement in Okaloosa County, including attendance at industry events and regular interaction with your staff and agency partners. We'll take every opportunity to develop relationships with you and your industry partners throughout our partnership.

Below please find brief bios for the core members of your key team members at Miles, all of whom will be supported by a larger team of designers, content experts, digital strategists and developers.



Ryan Thompson Senior Vice President

Ryan is responsible for strategy and day-to-day operations including client communication, planning, creative review and interfacing with various agency disciplines focusing on meeting deliverable requirements, as well as ensuring the overall quality of deliverables and customer satisfaction. Ryan has worked with several leading tourism brands throughout his 20 years of experience, most recently the U.S. Virgin Islands, VISIT FLORIDA, Choose Chicago, Georgia Department of Economic Development and Brand USA.



Ileana Frascone Account Director

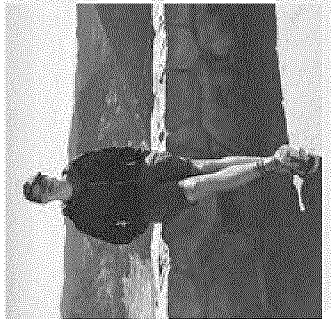
Ileana will be your day-to-day contact for this scope of work, working diligently to manage everything from new workflows, scheduling needs and general client management oversight to optimization recommendations. Ileana also manages budgets and monthly invoicing to ensure timely and accurate billing. With more than 13 years of related experience, Ileana has partnered with leading destinations including the U.S. Virgin Islands, Choose Chicago, Capital Region USA, Longwoods International and Arkansas Parks and Tourism.



Jennifer Duncan

Senior Interactive Producer

Jennifer draws on more than 20 years of experience to define website goals and objectives that align with clients' overall marketing strategy. She collaborates with clients and internal teams to create innovative digital solutions and frequently leads the development of complex tourism websites utilizing the Drupal CMS. Jennifer utilizes her focus on user interface and experience in graphic design to create exciting and fresh interactive solutions that are engaging, effective and visually appealing. She has recently led a number of major website builds for clients such as Louisiana Office of Tourism, Florida's Space Coast Office of Tourism, Nebraska Tourism Commission and South Dakota Department of Tourism.



Daniel Czerwinski

Digital Project Manager

Daniel is responsible for project management and client relations. He uses his marketing experience to create strategies that can be implemented across multiple digital marketing channels, with specialization in website development, digital strategies and multimedia content creation/campaigns. Daniel has experience working with several tourism accounts including Maryland Office of Tourism, Arkansas Office of Tourism, the Presidio Trust and Florida's Space Coast Office of Tourism.



Amy Bibbings

Web Developer

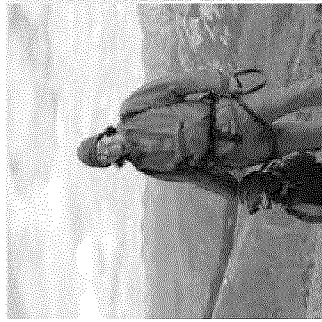
Amy is a seasoned web developer responsible for translating design comps into responsive, standards-based front-end code. Her attention to detail ensures that a designer's vision is effectively communicated in the final product. During her years with Miles, Amy has implemented innovative digital experiences including full-page story panels, parallax scrolling effects and custom interactive maps. Recent website development projects include VisitNebraska.com, VisitSpaceCoast.com and LouisianaTravel.com.



Taryn Parker

Art Director

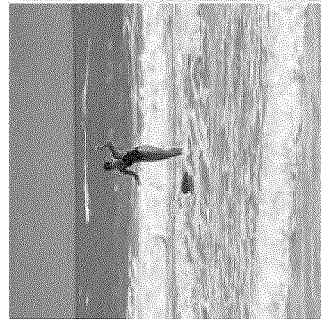
Taryn successfully executes creative ideas from concept through production for digital and web assets that reinforce the client's brand and goals. She is adept at managing multiple projects while staying detail-oriented and focusing on client needs. Taryn has lent her design expertise to a variety of destination accounts including Georgia Department of Economic Development, Arizona Office of Tourism and Wyoming Office of Tourism.



Justin Gibbs

Director of Strategy & Insights, SEO

Justin has more than 12 years of experience in online marketing with an emphasis in SEO/SEM. Areas of expertise include website development, HTML, CSS, JS, LAMP and a comprehensive understanding of search engine crawling and indexing. He has led the SEO audit and optimization efforts for many Miles clients, including Greater Miami CVB, San Francisco Travel Association, Travel Oregon, Visit St. Pete/Clearwater, Visit Albuquerque and Visit Sarasota County.



Monica Hare

Senior Digital Analyst

Monica performs website diagnostics and audits, recommending solutions and updates for best practices, and implements analytics configurations. She is proficient in Google Analytics, Google Tag Manager and Google Search Console, with experience in Adobe Analytics, Clicky and other analytics and SEO platforms. Monica provides insightful and actionable analysis on client website performance, using the latest digital reporting technologies. She provides recommendations based on interaction tracking and KPI analysis for nearly all of Miles' digital clients.



HOW WE'LL WORK WITH YOU

Our project management strategy is based on open communication and a commitment to keeping you informed during every step of the process. Our typical onboarding process is a two-fold parallel track focused on strategy and process:

Strategy Onboarding Steps:

- » Brand debrief
- » Stakeholders overview
- » Strategic vision
- » Short- and long-term goals definition
- » Assets review
- » Destination familiarization

Process Onboarding Steps:

- » Identify vertical and direct contact leads
- » Set communication protocol and identify tools
- » Clarify approval process
- » Determine payment process
- » Identify business rules

In terms of communicating with you on specific projects, our service commitment includes:

- » Weekly client status meetings including reporting and updates; meetings include an agenda, ongoing work updates, new work updates, vendor discussions and new business
- » In-person team meetings as needed
- » Detailed monthly and/or quarterly reports on all programs and services

We also subscribe to the following online, cloud-based, project management services:

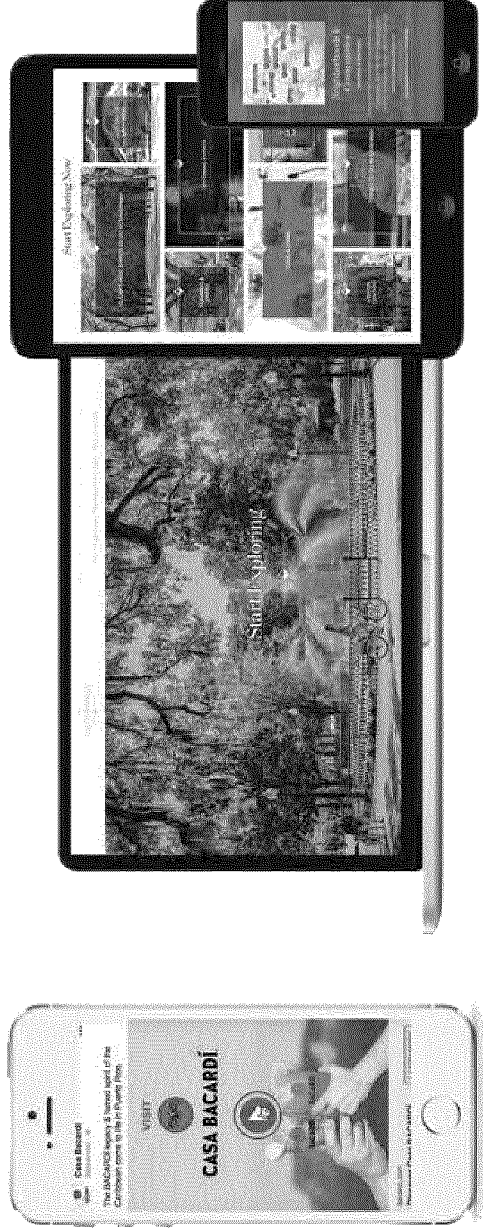
- » **Dropbox** allows for centralized file and asset sharing
- » **Wrike** is an online project management system and time-tracking software
- » **Basecamp**, **Jira** and **Slack** are communication tools/systems

CASE STUDIES

Miles has the technical expertise and creative vision to be an active digital strategy partner for Okaloosa County.

We built one of the first responsive-design websites for a DMO in 2012, and since then we've been a leading website agency designing and developing future-focused, award-winning travel and tourism websites.

Miles has numerous website success stories when it comes to innovating and thinking creatively for our clients. For example, since its launch in 2020, the new TravelSouthDakota.com has contributed to an **economic impact of more than \$38 million**. Since we took over paid media management for Casa Bacardi in Puerto Rico, **direct website sales have increased by 717% YoY**. Within the first five months of launch, VisitSavannah.com saw a **570,000+ unique visitors and 87% increase in time on site**. And while most DMOs saw a huge crash in website traffic during the pandemic (many with drops of 60%+), ExploreGeorgia.org rebounded within three months and hit **record-breaking traffic of 1.2 million sessions** in October 2020 and has maintained it ever since.



On the following pages, please find three detailed case studies of our website development work for clients with needs and challenges similar to those of Okaloosa County. We selected these case studies because they highlight our design and development expertise and our results-focused approach to creating destination websites that drive travel.

ExploreBranson.com

The city of Branson, its tourism organization—Explore Branson—and the travel and digital landscape at large had evolved since ExploreBranson.com was last updated. To keep pace, Explore Branson wanted to rebuild its website so it could serve compelling content to its target audiences, prioritize mobile friendliness and allow for easy customization by site editors.

We shaped an intuitive navigation in keeping with the city's brand pillars, and all content that supported the pillars was optimized for organic search and leveraged vivid, high-quality imagery. We created a structure rooted in modular components that makes it fun and easy for target audiences to engage with content, and that can be readily reutilized across the site by the web team without writing code. To maximize ease of use on mobile devices, user interface elements such as buttons were designed and developed for small screens, then adapted to fit larger ones.

Since March 2021, one month post launch, the site has seen a **70% increase in sessions**, breached **1M sessions** and **1M new users** in three months for the first time in its history, saw more than **50% growth in sessions every month** and had more than **45% growth in new users every month**.



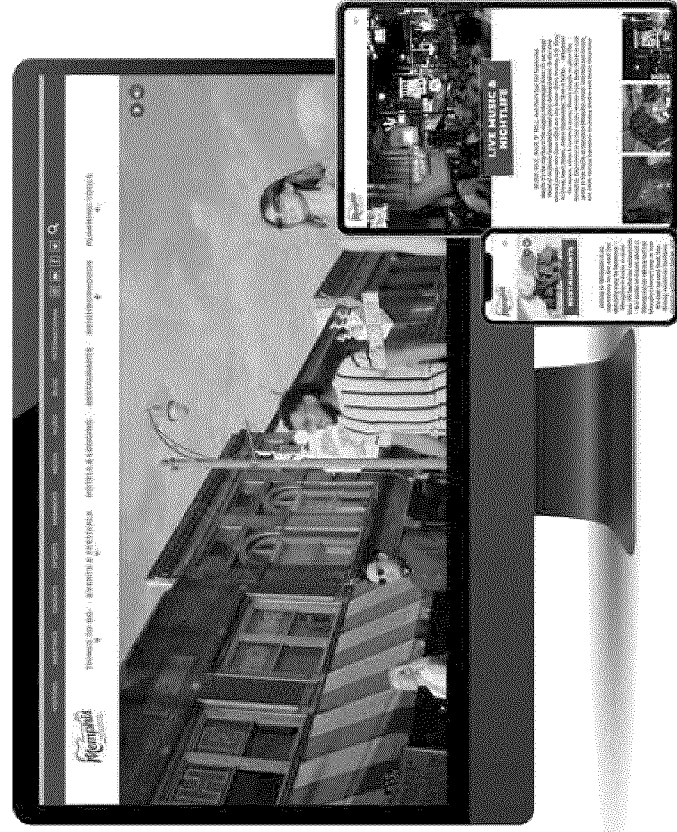
Mobile traffic increased, and mobile users spent more time on the site compared to 2019: sessions grew by 88% and new users increased by 82%. Signals of intent to travel were also boosted post launch, with e-newsletter sign-ups and Vacation Guide requests both increasing by 62%.

The New MemphisTravel.com

Memphis is the home of blues, soul and rock 'n' roll and, as the official website of Memphis Tourism, the goal of MemphisTravel.com is to inspire visitation and provide tools to help visitors make the most of their time in the city.

A new brand identity capturing the city's spirit set a clear creative direction from the outset. The new brand embraces saturated hues such as "Soulful Purple" and "Al Green," combined with design accents from lightning bolts to polka dots—a nod to the rebelliously creative spirit of the Memphis design movement. We also took a more intentional approach to page flow—both for an improved user experience and a clearer path to CTAs, strategically positioning CTAs to e-newsletter sign-ups, visitor guide requests/views and other KPIs.

Seeking to strengthen user engagement with local business partners, a back-end development solution enables businesses to be tagged to specific articles, events and deals, which are then integrated as related content into business profiles visible to leisure travelers as well as meeting, group travel and sports event planners. We also added a formatted unit with a native feel to supplement traditional display advertising.



When setting objectives, we considered the work of amplifying visitor inspiration and the Memphis brand the critical groundwork for conversion.

When comparing against the same time period in 2019 (controlling for COVID-19), when the site launched in March 2021, we saw **business referrals increase 18%**, **visitor guide views increase 20%**, **e-newsletter sign-ups increase 8%** and **viewable percentage of sitewide advertising increase 13%**.

The Evolution of VisitStPeteClearwater.com

Since our initial mobile-first site launch in 2014, Milles and Visit St. Pete/Clearwater have proactively and strategically evolved VSPC's websites over the years to meet the needs of the changing digital landscape and consumer expectations. Recent highlights include:

- » **Advanced Personalization (2019):** We developed a first-of-its-kind personalization solution that queries ADARA's user database, matches site visitors to a traveler profile and captures their traveler value score (from 1-5). We then used this score to provide custom experiences to site visitors.
- » **Experiential Content (2017-2020):** Milles launched major content initiatives, platforms and experiences to regain dominance in search, including 360-degree and augmented reality (AR) experiences, immersive autonomous sensory meridian response (ASMR) experiences and ongoing creation of more than 150 videos annually for distribution across multiple channels.
- » **Research and Analytics (Ongoing):** From in-depth economic impact studies developed by Destination Analysts to an international marketing study conducted by Tourism Economics, as well as panoptic visitation intelligence from Arrivalist and data visualizations from Chartio, VSPC has unparalleled insights into its audiences, key trends and performance measuring.



For five continuous years, VSPC has achieved steady growth in website sessions, ranging from **6.4% to over 22.8%**. In addition, hotel bookings, e-newsletter sign-ups and other key goals have also experienced **double-digit growth each year** since 2016. In Q3 2019, personalization efforts drove a **65% increase** in average pages viewed per session and a **92% increase** in clicks.

CREATIVE APPROACH

Miles has a record of producing successful, award-winning websites with all the features and functionality you'd expect from a leading industry website. With more than 20 years of experience producing destination websites for state tourism offices and CVBs across the country, we bring proven technologies and specific tourism marketing expertise to this project.



PRIORITIZING UX AND BRAND THROUGH DESIGN

We believe a brand is more than a logo or tagline. A brand is a promise, and a successful brand delivers on that promise, building trust with travelers, locals and area businesses and creating a stronger community united in fulfilling that promise together.

Based on your brand guidelines and our own research, we know Okaloosa is a dream destination for families to get outside on the water, adventure together and enjoy an experience that grows self-confidence, imagination and joy. To ensure that users experience the youthful and adventurous spirit of your brand while visiting your site, our creative approach will tap into both your existing brand guidelines as well as additional data-driven insights.

To do this, we can leverage a variety of tools to develop an understanding of your site users' needs. We'll also work with you to define your goals and priorities for the site to ensure that your site is reaching the right audiences who can drive the right results for your organization.

Our design process starts with reviewing your brand book to understand the styles, voice and behaviors that define your brand expression. In addition, during the discovery phase we will conduct a workshop with your stakeholders to review emerging trends. These conversations inform mood boards, which give us a sense of how your brand can be translated to your website and represent early directions for visual styling of the site. They may also include ideas for interactions and animations to communicate your brand's personality. The winning direction is refined to form the style guide for the site.



Once we have a visual direction for the site, we turn our focus to the production of individual components and wireframes, which are developed based on insights from the discovery phase—ensuring a positive user experience that also aligns with your business goals.

And speaking of goals, we tie every digital decision we make back to specific objectives that we identify together with your team, which in turn roll up into an overarching vision for your digital platform, inclusive of your main Visitor Bureau website, the Film Commission website and the Convention Center website.

While we know our best ideas will come in close collaboration with the Okaloosa County team, we wanted to showcase our excitement for the project by sharing our initial thoughts for developing an industry-leading leisure digital platform to fully showcase the depth and breadth of Destin-Fort Walton Beach in dynamic new ways.

OUR VISION FOR A NEW DIGITAL PLATFORM FOR DESTIN-FORT WALTON BEACH

You said it yourself—no stretch is more welcoming or more captivating than the sugar-white sand beaches and emerald-green waters that meet along the shores of Destin-Fort Walton Beach.

Your websites should feel the same.

At the heart of our vision for your new digital platform is optimizing user experience: In order to deliver the greatest ROI to Okaloosa County Tourism Development Department and its industry partners, the new Destin Fort-Walton Beach websites will leverage your brand, data-driven insights and strategic, accessible, content formats to engage your ideal visitors.

Together, we'll achieve this by focusing on these three key tactics:

1. Amplify Content to Support the User Journey
2. Improve Accessibility to Serve All Audiences
3. Continuously Optimize for Ongoing Evolution

► **Tactic #1: Amplify Content to Support the User Journey**

Recent conversion studies done in tandem with our independent research partners, notably Destination Analysts, show that roughly 45% of DMO website users are undecided on a destination selection. This tells us that it's important for your content to be inspirational for those who are undecided, as well as tactical for those in the trip planning stages.

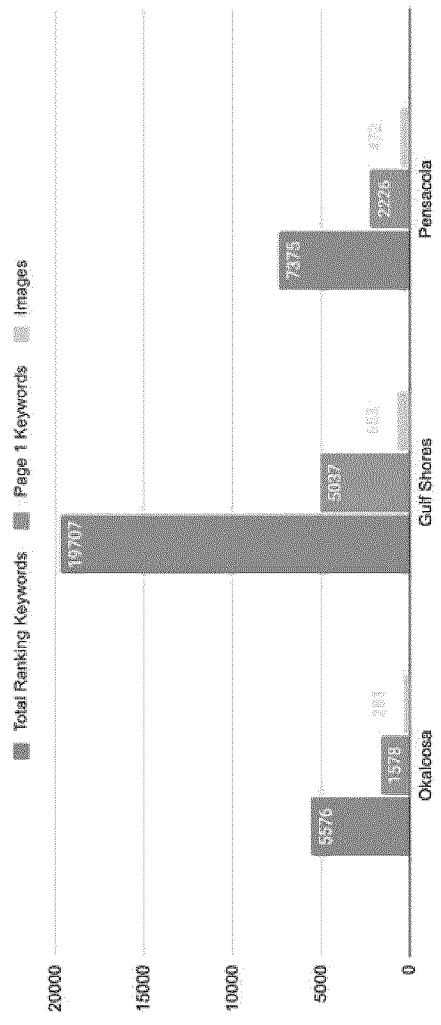
In addition to ensuring the site has strong content for each phase of the travel planning journey, we will bring that content to life in ways that reflect the brand, connect with consumers in engaging, interactive ways across devices, and enhance the destination's digital footprint through smart SEO strategies.

In fact, we conducted an initial SEO audit of your current DestinFWB.com website and identified a number of specific opportunities to further engage your target audiences through the depth, layout and searchability of your content.

We found that, while the site has a fair amount of blog content, it could do a better job of crosslinking that content amongst related pages, or by using them to create strong category hubs. Doing so would significantly improve the depth and breadth of your content and keep readers from quickly reaching dead ends.

For example, clicking "Where to Eat" in the top navigation just opens a page with brief intro copy and listings, rather than a preview of the full culinary experience available to visitors in Destin-Fort Walton Beach. One immediate improvement would be to cross-link to associated dining content and create a related content grid to include similarly themed blog articles, such as "Thanksgiving in Destin-Fort Walton Beach" and "4 Ways to Order Your Gulf-to-Table Fish."

Total Keywords, Page 1, and Image Results



Our SEO audit also revealed room to grow in the site's keyword rankings, which ranks well below competitors such as Pensacola and Gulf Shores. We can help improve this ranking through identifying specific keyword opportunities and developing content around those themes.

Overall, we see great opportunities for improving your content strategy and structure and look forward to working with your internal content teams to do just that as we redesign and develop the new DestinFWB.com and your ancillary websites.

► **Tactic #2: Improve Accessibility to Serve All Audiences**

A key tenet of your brand is making water-based adventures welcoming and possible for families—and being a leader in web accessibility is a significant way to translate this aspect of your brand to your website.

As we referenced earlier in our proposal, accessibility requires ongoing work and investment. That said, creating an accessible site that follows the standards set forth by the Web Content Accessibility Guidelines (WCAG) clearly communicates a destination's organizational values of inclusivity to the disability community.

The most efficient way to accomplish this is by creating an intrinsically inclusive product from the ground up during the initial build. This is primarily done by incorporating the perspectives of users with disabilities and various assistive technologies during design, initial development and quality assurance testing. To accomplish this, we will work with your team to review the activities and components required to be incorporated into the entirety of the website build.



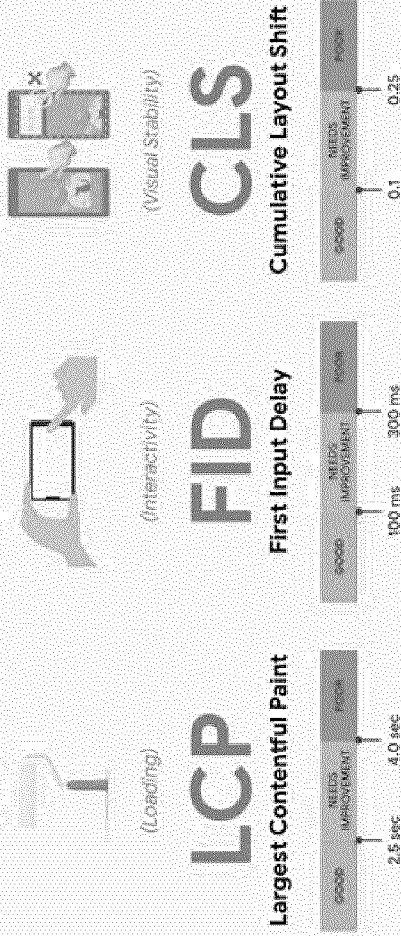
Accessibility conformance is an ongoing process, and we view accessibility holistically for our websites. We outline everything from content strategy to representation in rich media assets to the user experience during the planning process. We use partnerships with third-party platforms like Siteimprove to help identify quantitative issues while leveraging seasoned team members who specialize in consistently meeting WCAG criteria to address broader qualitative issues. Using your accessibility goals as a guide, our team will collaborate with you to execute best practices such as contrast ratios or considerate user experiences such as intentionally empty alt tags so as not to burden users.

► **Tactic #3: Continuously Optimize for Ongoing Evolution**

To ensure the new Destin-Fort Walton Beach websites connect with audiences and increase travel to the destination, we will continue measuring site performance so we can track conversions and focus efforts on the site's ongoing evolution.

Part of this evolution includes responding to search engine changes. For example, in May 2021 Google shifted from factoring loading speed when evaluating a webpage with its search algorithm to evaluating websites using a series of three metrics it refers to as “Core Web Vitals.”

Core Web Vitals



These metrics focus on the user experience of the speed of the site and create a more consistent way of defining load times. These new ranking signals roll up into a larger category of UX signals that Google already uses to evaluate websites—also including site security, mobile friendliness and presence of intrusive interstitials. **Right now, the current DestinFWB.com fails Googles Core Web Vitals due to a massive layout shift that lends to poor UX. We can help fix that.**

Miles works with all of our website builds to ensure compliance and optimum performance against these refined core metrics. We build all new websites with the latest speed and search engine criteria at the top of mind to make sure we launch with our best foot forward.

Our development approach to the new Okaloosa County Tourism Development Department websites will ensure the sites are flexible and future-focused to allow for continued optimization. By holding monthly strategic meetings during which we look at sections of the new sites that are performing well, as well as those sections that aren't, we can prioritize revising certain components to help them perform better.

With Miles as your website partner, we will create websites that capture the youthful, adventurous spirit that draws families to your destination—captivating them before they even reach the shoreline.

We're excited to bring these ideas and more to our digital development work with Okaloosa County Tourism Development Department. We can't wait to get started.

TECHNICAL APPROACH

Miles can fulfill all the technical components outlined in your RFP. During the discovery & planning phase, we will work closely with your team to review and select the best tools and technologies to power your websites.

HOW WE DEVELOP WEBSITES

At Miles, we've continually evolved our website design and development process based on insights gained by staying on top of larger digital trends.

We generally break a project like yours down into three phases, with each phase yielding core deliverables and milestones. Below are brief descriptions of each phase and example milestones.

Discovery & Planning Phase

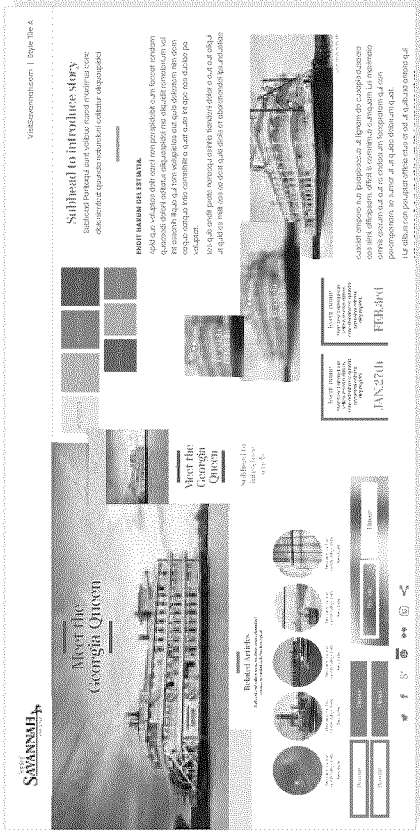
We believe the discovery phase to be the most important step to a website project's long-term success. If we don't have alignment and clarity on what success looks like, features and functionality can't be designed and prioritized in a way that creates the desired results. That's why we take the time to understand what's working and not working on the current site—using both analytics and staff and stakeholder interviews—and then sit down with your team to rank the goals for the new website. It's not always an easy conversation, but this exercise allows us to collaboratively develop a measurement framework that can be referenced to inform design and functionality decisions throughout the build process.



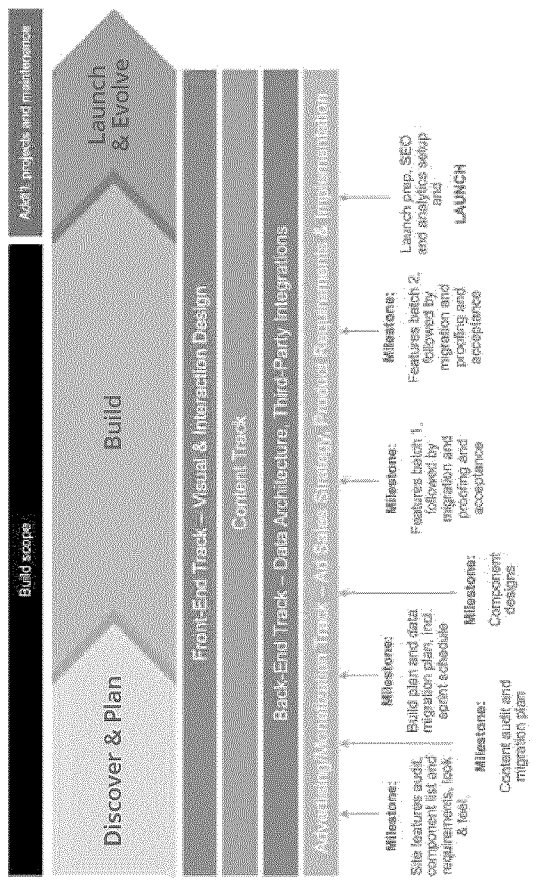
Discovery & Planning Milestones: Site audit, website measurement framework, look-and-feel boards, content audit and strategy, project brief, build plan, sitemap and sprint schedule

Task Name	Start	End	Progress
Discovery & Planning Milestones	Jan 15	Jan 25	100%
Site Audit	Jan 15	Jan 18	100%
Website Measurement Framework	Jan 18	Jan 22	100%
Content Audit	Jan 22	Jan 25	100%
Website Strategy	Jan 25	Jan 28	100%
Project Brief	Jan 28	Jan 31	100%
Build Plan	Jan 31	Feb 3	100%
Sitemap	Feb 3	Feb 6	100%
Sprint Schedule	Feb 6	Feb 10	100%

Site Audit Document



2-week sprints, regular milestone meetings



Build Phase

Miles employs a modified version of the Agile development process for the build phase of websites. We take the agreed-upon build plan and break the list of deliverables into a series of design and development sprints. At the end of each sprint, our goal is to have complete, production-ready pieces of design or functionality, ready for client review.

This means you are getting functional pieces of the new website to review, test and approve on a continual basis versus being presented with a “finished” website at the end of the process that may or may not align with your expectations.

As part of this phase, we build in “backlog sprints” to ensure we have time to address surprises and new opportunities that pop up during the build process to keep the project on schedule and on budget.

Build Milestones: Component and page designs, features delivery during each sprint (typical cadence every two weeks), data migration, content migration, usability testing, monetization and internationalization implementation

Launch & Evolve Phase

Milles does not buy into the belief that website launches are inherently messy. We do the planning up-front, and we provide our clients full access to the CMS as soon as enough functionality is built to allow content loading and review to start. Because our clients’ teams are with us during the build, using the CMS every step of the way as features are released, managing the website tends to feel like second nature by the time the site is launched.

Launch & Evolve Milestones: Analytics and Google Tag Manager setup, DNS configuration, 301 redirect loading, ad server preparation, final QA testing, live launch

Timeline

We typically estimate a complete site build to take 30-40 weeks, from strategic planning to the site going live. However, each site and client timeline is different, so we’d plan to work with you to develop a schedule that fits your needs, including review points and integrations. Milles understands that all organizations are different, and we can be flexible based on your needs.

CONTENT MIGRATION

Our web developers, content editors and database specialists will create a seamless transition of content and data for this project.

We will ask that you provide content and data listings to us in a usable format; our preference is to receive the content and listing data via .CSV or in a database dump (.BAK) file. The video and photos assets may be provided as a .ZIP file either online via FTP or Dropbox or burned onto a DVD.

For any listing, article and landing page content, a data “dictionary” that provides a summary outline of the architecture and relationships to other pieces of content or photo/video assets will ideally be included. This will ensure that we can properly map the content elements through the porting process, as well as include all metadata and data structure optimization crucial to the SEO success of your websites.

When migrating data and content, Milles will test the new site and fully review it to ensure that it’s running smoothly before conducting quality-assurance testing. Your team will have access to the CMS and can make any edits to current content if desired, but you can rest assured that Milles will do the heavy lifting for the migrations.

TECHNICAL COMPONENTS OF OUR APPROACH

Responsive Design

A mobile-first, responsive-design approach will seamlessly provide users with the content and planning tools they need, regardless of the device they're using at any given time.

That's why the website platform redesign will have a responsive, touch-friendly approach, with information prioritized based on Google Analytics and SEO findings, so the types of content most relevant and most important to users are given priority. We'll touch on UI/UX as the project allows in the initial phase, but we'll also continue to look for improvements to enhance the overall experience to increase engagement and conversion.

We strive for our websites to use best practices in modern web design in order to:

- » Avoid overcrowding with information, no matter the size of the device
- » Ensure elements are big enough for imprecise fingers
- » Acknowledge touch gestures with subtle UI responses
- » Streamline the UI of site navigation so it works on small screens and big ones
- » Demonstrate quality through attention to detail

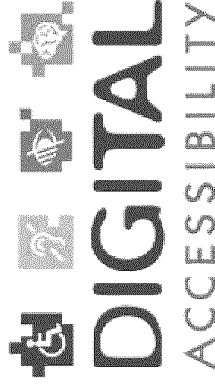
Our goal is to create a user experience that offers navigation, landing pages and search tools that get visitors, industry partners and your other audiences the information they want quickly and efficiently, regardless of when and from which device they're accessing the site.

Web Accessibility

Our human-first approach to design and development centers around inclusive usability and ensuring our websites make destination planning decisions as easy as possible for everyone.

Accessibility best practices inform the design color contrast and alternative text implementation. Should your team choose to prioritize the satisfaction of the Web Content Accessibility Guidelines (WCAG) to a specific

level, our team will work with yours to identify top priorities for the initial launch and will allocate a portion of the allotted time to support this priority.



As a standard, our projects follow best practices outlined in the Web Content Accessibility Guidelines (WCAG) 2.1 by the World Wide Website Consortium (W3C). Full conformance is a process and not a project, however, so if full AA conformance is a goal, it's important to establish a plan for achieving this and to build it into your content creation processes, the build budget and your post-launch maintenance budget. Miles has a team of accessibility specialists on staff and has a variety of tools that can be employed to optimize for accessibility if this is a priority either during the build or as part of ongoing optimization of your online platform.

Open-Source Content Management System

Miles has been building and supporting large, complex destination websites for more than 20 years. We selected Drupal as our preferred open-source content management system due to the flexibilities and focus on innovation that it provides. However, we also have extensive experience working with alternative CMS platforms such as WordPress and can accommodate the CMS solution your team ultimately selects.

Specific to the Drupal CMS, our installation is intuitive to use and easy to customize, so whether you need to update a landing page, create new content or upload a new PDF and delete an old one, actions are easily accomplished. Drupal also has the option of a headless or decoupled CMS, which gives us the ability to manage multiple sites through a single CMS solution, giving you one access point for creating content, sharing it between sites or even providing content via APIs for additional outside distribution. We have more than two dozen in-house website developers, all of whom have multiple years of experience working in Drupal and other open-source systems.

Our development team will provide the CMS tools that will give your staff control over pertinent areas of the site. Your staff (ours, too) will be able to easily make updates to the new site because each page will have a record in the CMS that can be edited by anyone with password-protected access and minimal web experience. Users can be assigned administrative, editorial or staff roles, depending on the type of work they will need to complete in the CMS, including the ability to:

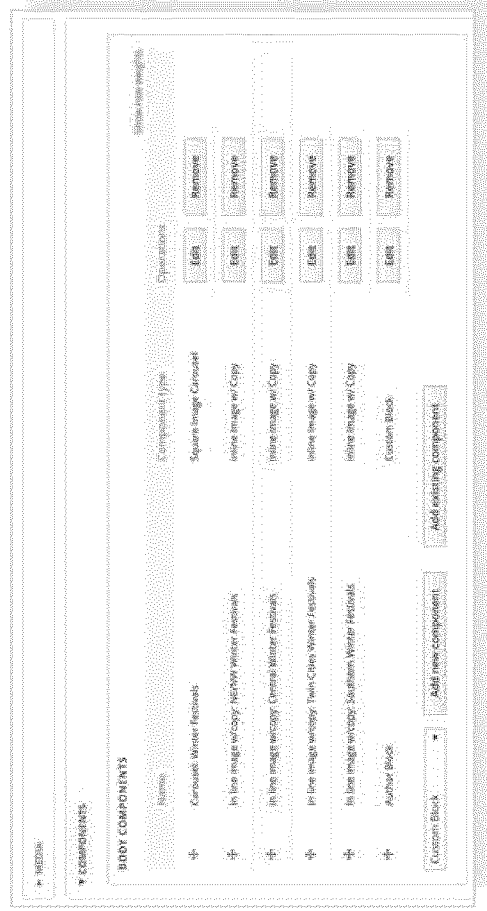
- » Edit and add content pieces, whether they're itineraries, informational pages, landing pages or other content types
- » Tag all content with pre-determined taxonomy terms so it will appear across multiple pages related to different interests, audiences or other factors
- » Quickly and easily modify the homepage and landing pages to allow for timely messaging to your audiences, pulling together content and other assets on a single topic
- » Create robust forms as needed
- » Schedule content with start and expiration dates
- » Support the management of multiple sites
- » Offer robust UI search capabilities to streamline the update process

Changes made in the CMS can be available on the site in real-time.

Component-Based Development

At Miles, we use component-based development when building a new site or re-platforming an existing site, providing you with even more flexibility to create content pages that will meet all of your users' and team members' needs.

Think of components as puzzle pieces. The component-driven approach to designing and developing a site allows our team to focus on the function, interaction and design of the necessary components, or pieces, of a site's pages rather than full pages or templates. This lets the design and development of your site happen more quickly.



The primary benefit for you, as a client, of using component-based development is having the ability to create and update components via the CMS when you need. Your team can pick and choose which components (e.g., video, slideshows, text boxes, buttons and more) to use on a page, and in what order, based on the objective of that page.

Instead of being constrained by specific page templates, working with components lets your story drive the page's layout—instead of having to force your content into a predetermined template—while at the same time maintaining a consistent user experience throughout the site.

CMS Training

During the build, Miles will provide live and recorded on-screen and/or in-person training to groups of staff or individuals based on their specific CMS permission levels. This will be scheduled based on the timing and division of content-loading labor between Miles' team and your staff. We aim to do this as early as possible to allow content teams ample time before the launch to work in the CMS and get comfortable before the site goes live.

We always supply a detailed user manual for staff members whose primary CMS functions involve creating, editing and optimizing content on an ongoing basis. To maintain its usefulness, this manual should be updated on a regular basis as the site continues to evolve and grow over time.

We also believe periodic web-based training/refresh sessions ensure continued ease-of-use among admins and occasional site editors. These can showcase new enhancements, components or functionality as well as reinforce best content practices and onboard new team members. However, our training support does not end with our “official” training methods. We're available as needed for one-off questions by any of your CMS-editing teams.

CRM and Other API Integrations

We can integrate with nearly any third-party provider, from database/CRM solutions to content feeds from TripAdvisor and Yelp to social media platforms, optimization and personalization tools, analytics platforms, e-commerce solutions and publisher ad-serving systems.

When it comes to integrating partner/member data onto the site through business listings and/or specific partner portals, we have extensive experience seamlessly integrating a range of CRM databases—including Simpleview, Salesforce and Microsoft Dynamics, as well as our proprietary Extranet database platform. We will work with you to select the CRM that best fits your needs, and feel strongly that your selection of a CRM platform should not dictate your selection of a website partner.

We also have an in-house CRM option called the **Miles Extranet**, which provides modern API capabilities so information can be served to many applications. The main purpose of the API would be to supply business listing, event and deal information to your websites—however, the same API feed can also be directed and/or integrated

with marketing automation platforms and a CRM, as well as data sharing with local destinations. Updates made to business listings, events and/or deals—once approved in the Extranet approval queue—will be pushed to the Drupal CMS in real-time, and custom tracking from Google Analytics on the Drupal CMS are exposed to listings, events and deals to report performance to individual industry partners. DMO staff users have access to filterable reports for exporting and reporting purposes, as well as tools to manage the fields available—amenities, categories, etc—within their administrative interface; and industry partners have full access to upload media assets, such as photos, PDF brochures and video links, to accompany their business and event calendar listings and deals.

Our third-party integration expertise includes (but is not limited to):

CRM SYSTEMS	BOOKING SYSTEMS	OPTIMIZLEY	DEVELOPMENT TOOLS
Salesforce	aRes	Visual Website Optimizer	Acquia Cloud API
Simpleview	JackRabbit	Adobe Target	Cloudflare API
iDSS Cyclone CRM	Orbitz	BrightEdge	New Relic
Microsoft Dynamics	Booking.com	SEMrush	Slack
CONTENT FEEDS	Custom Solutions	CLOUD-BASED ANALYTICS TOOLS	Weather.com
ESRI	Expedia	Supermetrics	Google Tag Manager
Yelp	ANALYTICS PLATFORMS	Rivery	PUBLISHER AD-SERVING SYSTEMS
TripAdvisor	Google Analytics	Google Analytics API	OAS/Xaxis
Google Maps & GMB	Adobe Analytics	Google Charting API	OpenX
Flight by Canto	Clicky	YouTube API	Google Ads Manager
Reel-Scout	Adara	Google Campaign Manager API	
SOCIAL MEDIA PLATFORMS	Arrivalist	Google Cloud Platform	
Facebook	Uber Media	BigQuery	
Twitter	Liveramp	E-COMMERCE SOLUTIONS	
Pinterest	OPTIMIZATION TOOLS	Yahoo Store	
Instagram	Bound	Drupal Commerce	
YouTube	BlueConic	Shopify	
CrowdRiff	Google Optimize		

Search Engine Optimization

Successful content strategy in destination marketing is an art and a science—and a little bit of engineering.

The art is in developing content that is inspirational while also offering tactical advice to your target audience. The science involves constructing hypotheses based on historical performance, setting up experiments, deriving insights and ultimately improving performance. The engineering takes everything we already know about how search engines work and constructing websites that fit that paradigm.

We will follow the latest SEO best practices when migrating and developing your new website, as well as ensuring structured data optimization is implemented during content migration.



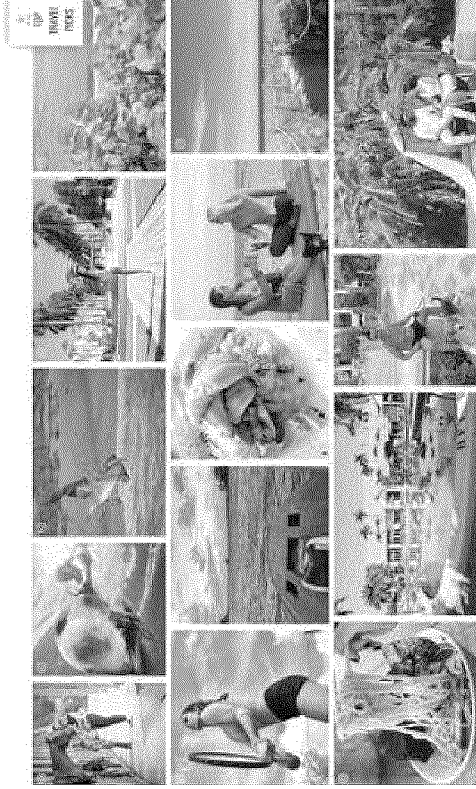
We would also recommend using an enterprise-level SEO platform such as SEMRush to inform strategy in optimizing and maintaining your website. This tool allows us to conduct keyword research and identify existing SEO “wins” for your organization that need to be maintained while also identifying high-value and high-volume keywords for which your site has directly relevant content, providing opportunities for content refinement to improve search ranking. This will also enable us to identify gaps in your content so they can be filled.

Engaging SEMRush allows us to see successes and opportunities for your website in order to make specific recommendations and tweaks to improve your search rankings as the new website is being developed. All of this would go toward your ongoing SEO strategy. Some of the key solutions provided by the toolkit include the following:

- » Tracking your site’s page ranking on the most important keywords
- » Tracking the keyword ranking of your top competitors for search ranking
- » Discovering links your competitors have and keywords they rank for that you don’t
- » Identifying specific action steps, by keyword and page, to improve ranking, such as:
 - » Changes to on-page elements such as title tags and headings
 - » Opportunities for content development
 - » Pages whose rank can be improved through social sharing/linking

Now that you've seen some of our favorites, take a look at some of yours.

Here's how visitors are experiencing all of The Palm Beaches have to offer. Snap your favorite photos, videos, and don't forget to tag us!



Social Media Integration

We have successfully integrated social media feeds and social media aggregation platforms, including our preferred vendor CrowdRiff, into our sites in a number of unique ways, and we're happy to bring similar innovative ideas to you. Integrating social evidence of visitors' real-life experiences into the website's content in the form of photos, travel stories and videos will not only increase site visitors' trust, it also will increase engagement and begin to build a network of social advocates for Destin-Fort Walton Beach.

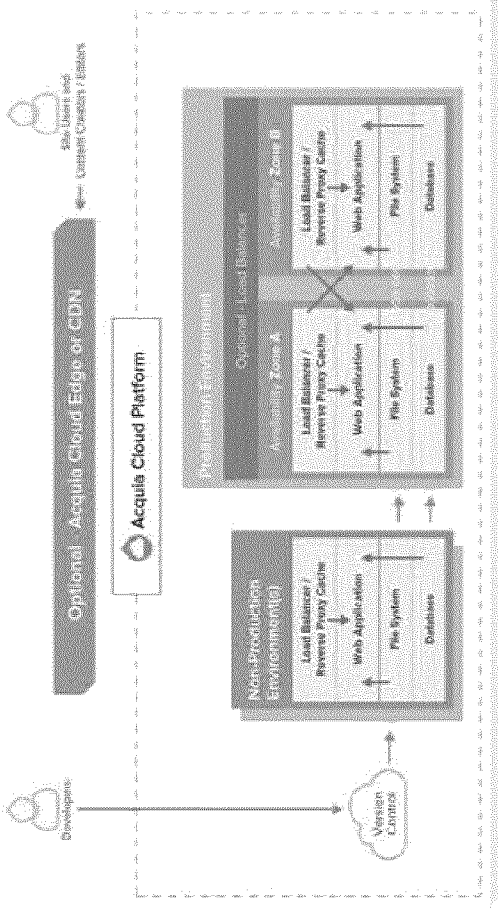
Full integration of social media content and functionalities will enable social sharing of content and also promote interaction with your social media accounts, ensuring that users' relationships with your destination are ongoing and dynamic. Social sharing tracking can easily be pulled into real-time analytics reports as well.

Personalized Content Delivery

Personalization technologies such as BlueConic, Bound, Optimizely or Acquia Lift allow websites to gather information about the user—such as geography, search keyword and referring website—and instantly deliver relevant content based on that information. For example, locals would see different photography and messaging on the home page of DestinFWB.com than a user from a drive market or fly market would. Using this software, we can also personalize content recommendations on the website based on a site visitor's previous browsing activity through an Amazon.com-style recommendations engine.

Hosting

Miles' hosting takes advantage of Acquia's next-generation hosting platform, Acquia Cloud Next—an enterprise-grade, Kubernetes-native Drupal hosting platform. The Acquia Cloud Next infrastructure leverages powerful cloud-based technologies to maximize application performance, security and resiliency, especially during periods of high load. Powered by Kubernetes and enhanced with Acquia's unique optimizations for Drupal, Acquia Cloud Next leverages ultra-secure container-based isolation and advanced data management technologies to ensure that your applications accommodate almost limitless scale.



Our hosting with Acquia also includes dedicated firewalls for Miles clients only, configured for high-availability redundancy (HA redundancy). Servers exist across multiple availability zones at AWS, providing protection against downtime that would be caused by a single data center going offline.

Miles also implements Acquia Cloud Edge and Acquia Edge Protect (aka Cloudflare) to further enhance the delivery speed of your website and protect against DDOS attacks, malicious bots and known Drupal vulnerability hacking attempts.

We're happy to provide additional detail on our hosting systems as needed.

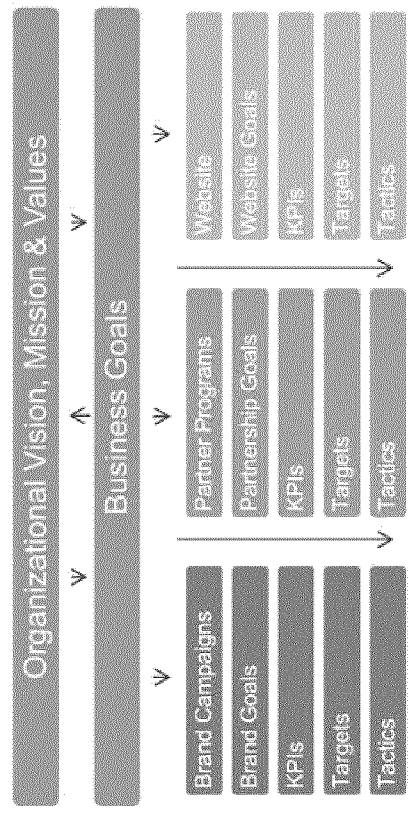
Measurement & Reporting

To ensure that the new websites connect with audiences and increase travel to (and spending in) the destination, we'll work with you on setting up clear goals and KPIs to measure site performance so we can track conversions and ensure ongoing evolution of the site.

Our results-focused approach will include the setup of a wide range of goals in Google Analytics, including custom events and integrated link tracking. In total, we're likely to recommend and set up six to 12 critical goals or SITs based on our research and validation of your most important goals.

We can also use Advanced Segmentation to better understand the site behavior of the most-qualified users—those who complete one or more of these SITs—and determine how we can better engage and convert them to travel.

Measurement Framework



Working with your team, we'll create a measurement framework so that we're all working toward a common goal. Understanding your organization and business goals allows us to create actionable website and campaign goals as a team.

Once the goals are set, we'll define Key Performance Indicators and tactics to hit them. It's this framework that allows us to all work toward common goals and deliver the best digital product possible. Miles recommends using Google Tag Manager to implement Universal Analytics and GA4 on the new site and all potential subdomains. By leveraging these free tag-management systems, analytics and marketing tags can be deployed accurately and at scale without the need for a developer. We've seen this greatly reduce the time it takes when launching a new campaign and needing to set up conversion pixels.

Technical Support & Maintenance

We know that quick response to maintenance and technical issues is important. Because of this, we have a dedicated Response Team, which provides our clients with a direct conduit for making minor changes and additions to their websites.

The Response Team has been extremely successful in providing our clients with fast, flexible service, allowing an easy way to handle small challenges and to keep sites fresh and updated. Requests for site maintenance are sent directly to Response@MilesPartnership.com, and within four business hours, the team will either have the task completed or will provide an estimate for completion.

The team monitors Response@MilesPartnership.com during non-business hours in case of emergency requests, and those requests will be given prompt attention. Miles will also provide you with emergency contact information for multiple team members, including a priority call order, in the event that you need immediate action.

Typical non-emergency requests for the Response Team may include, but are not limited to, the following:

- » Copy additions/changes
- » Replacing or adding images
- » Changing or correcting hyperlinks
- » Simple bug fixes
- » Minor navigation changes
- » Repairing broken forms

FINANCIAL

PRICING CHART

Below we've provided a completed cost chart as outlined in your RFP, which includes pricing for all three websites. Following the chart, we've provided additional detail on our proposed budget.

	Vendor	One-Time/Setup Fees	Annual Recurring Fees
Website Development, including design/build, content migrations, development, technical SEO	Miles Partnership	Hours: 1,433 Hourly rate: \$150 Not to exceed: \$215,000	N/A
Website Security & Maintenance	Miles Partnership	N/A	Hours: 20/mo Hourly rate: \$150 Not to exceed: \$3,000/mo
Website Hosting	Miles Partnership	N/A	Hours: N/A Hourly rate: N/A Not to exceed: \$2,000/mo
Website Updates & Enhancements	Miles Partnership	N/A	Hours: 66/mo Hourly rate: \$150 Not to exceed: \$9,917/mo

DETAIL ON PROPOSED BUDGET

Below, you'll find a recommended budget that details a list of features and services. We've included pricing for the design, development and management services required for the initial site build. We've also included recommended costs associated with optional ongoing maintenance and optimization services, along with a list of recommended post-launch enhancements and support that we can provide detailed estimates for upon meeting with your team. Miles bills our team's services at a blended hourly rate of \$150. Miles does not charge for travel time unless we are actively working on your project while traveling.

Strategic Planning and Discovery: \$50,000

- » In-person kick-off meeting series with stakeholder team(s)
- » Review of current website performance data
- » Review of brand platform and competitive differentiation strategy
- » Review of target personas and user research
- » Content audit of current sites, including taxonomy
- » Review of existing CRM and third-party API/data dependencies
- » Establishment of objectives and associated performance benchmarks

Account Service and Coordination: \$40,000

- » Quarterly in-person meetings (includes travel)
- » All account coordination and project management needs
- » Status meetings, weekly calls and ad-hoc calls

Design & Development of New Website: \$125,000

- » Look & feel mood board development, and complete style guide documentation
- » Wireframe and composition development for all content and component types
- » Customer-centric UX strategy for target audiences
- » Content guidelines and brand voice considerations for each stage of the user journey
- » Content tagging and classification system within CMS that is complementary to user needs, personas and current/revised CRM taxonomy

- » Server-side scaling, cropping, compression and caching solutions for media files
- » Site search, indexing and sitemap automation
- » CRM integration and review
- » CMS and server consultation and deployment
- » SSL/HTTPS protocol configuration
- » Coding and development following SEO best practices and Schema.org standards and vocabularies
- » WCAG AA color contrast and keyboard accessible navigation conformance—see next section for more detail on designing and building for accessibility
- » Analytics and tag management transition and implementation
- » Direct programmatic content migration and redirect implementation
- » QA testing
- » Okaloosa staff user account creation, group assignment, detailed CMS manual and live recorded training to support a decentralized content management plan
- » Configuration of development, staging and production environments

Total Budget: \$215,000

Ongoing Services

To ensure your website continues to be successful amidst evolving needs, we recommend allocating budget to a selection of the following ongoing services. We will work with your team to create a custom blend of these services.

Advanced Accessibility Consultation and Build Support: \$65,000

Creating an accessible site that follows the standards set forth by the Web Content Accessibility Guidelines (WCAG) communicates organizational values of inclusivity to the disability community. The most efficient way to accomplish this is by creating an intrinsically inclusive product from the ground up during the initial build.

To accomplish this, the following activities are required to be incorporated into the entirety of the website build.

- » One year license to Deque axe DevTool through Miles
- » Consultation during design phase, including analyzing wireframe, features and functionality for assistive technology experience and compatibility
- » Accessibility and WCAG annotations of designs for efficient code application
- » Assistive technology testing during the build phase
- » Training of the content team that is accountable for loading content on best practices for labeling images, embedded frames and structuring other editorial elements for accessibility
- » Reporting on the application of the WCAG after launch for inclusion on the site's accessibility statement

Maintenance/Ongoing Services: \$3,000/month (\$36,000/year starting after site launch; approximately 20 hours per month)

Maintenance hours are allocated to tasks that involve updates and changes to existing website elements, adding content when required, core web vitals performance tracking and optimization and assisting your team with the site updated and functioning properly by performing regular security updates, CMS version updates and module updates. A separate scope would be created for projects that require additional programming and development time.

Analytics Reporting: \$1,500/month (\$18,000/year not including any licensing costs)

Miles can handle Okaloosa's monthly reporting, which consists of preparing a monthly dashboard report, reviewing and

discussing as needed with internal staff in a monthly review meeting and new or changed campaign tracking.

Monthly Hosting: TBD

Ongoing hosting fees would be estimated and assessed once the site goes live and traffic insights are examined. Typically, hosting charges range from \$750/month to \$2,000/month, and Miles would provide a custom estimate once the site goes live.

SEO Services: \$3,000/month (\$36,000/year)

Miles will use an enterprise-level SEO tool (e.g., SEMrush) to ensure Okaloosa's web content remains highly visible to relevant search engines, with a goal of steady growth in organic traffic. This monthly cost includes the license fee, plus 18 hours of optimization, analysis and reporting each month to improve organic traffic. It can also include consultation time with our Miles SEO experts.

Ongoing Content Creation & Needs: TBD

Based on Miles' blended hourly rate, our team can scope custom content initiatives with the goal of increasing organic content performance and keeping your new site updated and fresh. This could follow various content approaches:

- » Refreshed article or blog content
- » Social video(s)
- » Custom landing page or special event promotional content
- » Strategic content planning

This option can be sized to fit the needs of your website and priorities of your team and provides a documented trail of work conducted to ensure your site is achieving all of your marketing goals.

ADDITIONAL REQUIRED DOCUMENTS



State of Florida

Department of State

I certify from the records of this office that MILES PARTNERSHIP, LLLP is a limited partnership organized under the laws of the State of Florida, filed on August 12, 2016, effective November 29, 2005.

The document number of this limited partnership is A16000000417.

I further certify that said limited partnership has paid all fees due this office through December 31, 2021 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2021*



Ronald R. DeSantis
Secretary of State

Tracking Number: 1528869643CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Thank you
for the
opportunity
to **earn your**
business

miles
PARTNERSHIP



Attachment "B"
Insurance Requirements

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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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 a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers'

Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. 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.

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"
Federal Clauses

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*¹

This *solicitation* 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

¹ 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.

writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *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 (FAPIS)(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 (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *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*].

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: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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: _____