

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/22/2021

Contract/Lease Control #: C20-2887-TDD

Procurement#: SINGLE SOURCE

Contract/Lease Type: CONTRACT

Award To/Lessee: CVENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022 W2 1 YR RENEWALS

Description of: AD LISTING, DASHBOARD AND EVENT DIAGRAMMING

Department: IDD

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: C20-2887TOP Tracking Number: 4437-21
Procurement/Contractor/Lessee Name: C-vent Grant Funded: YES ___ NO
Purpose: Renewal
Date/Term: 9-30-22
Department #: 1173 1151
548070 548070
Account #: 18,879.00 112,236.00
31,115.00
Amount: TOP Dept. Monitor Name: adams
1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 9-9-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal hq Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: see email attached Date: 9-17-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 9-17-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, September 14, 2021 4:16 PM
To: DeRita Mason; Kerry Parsons
Cc: Lisa Price
Subject: Re: Cvent Contract Renewal

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Thursday, September 9, 2021 8:25:00 AM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: Cvent Contract Renewal

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

DeRita Mason



DeRita Mason, CPPB, NIGP-CPF
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

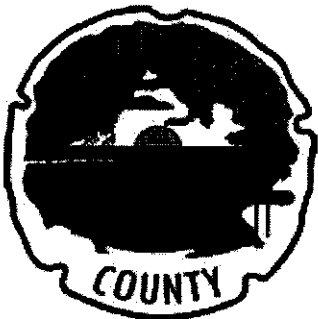
"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject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

DeRita Mason

From: Lisa Price
Sent: Friday, September 17, 2021 10:02 AM
To: DeRita Mason
Subject: RE: Outstanding Coordination

Approved by Risk. Thank you!

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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

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: Friday, September 17, 2021 10:00 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: RE: Outstanding Coordination

See attached.



CONTRACT#: C20-2887-TDD
 CVENT
 AD LISTING, DASHBOARD AND EVENT
 DIAGRAMMING
 EXPIRES: 09/30/2022 W/2 1 YR RENEWALS **APPLIER & VENUE SOLUTIONS**

Customer: Destin-Fort Walton Beach Florida

Cvent, Inc.

Billing Address:
 Okaloosa County Tourist Development Department 1540
 Miracle Strip Pkwy P.O. Box 609
 Fort Walton Beach, FL 32548

1765 Greensboro Station Place, 7th Floor
 Tysons Corner, VA 22102
 Billing Dept. Phone: 703.226.3522
 Billing Dept. Email: Receivables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

| | |
|-----------------------------------|----------------------|
| Total Price | USD 38,734.00 |
| Discount | USD 19,855.00 |
| Total Fees Payable in USD* | USD 18,879.00 |

| Listing Advertisement(s), Software, Services and CONNECT | Quantity | Service Term | Fee |
|--|----------|-----------------------|--------------|
| CSN Advertising - 3 Diamond | 1 | 10/1/2021 - 9/30/2022 | USD 9,736.00 |

| Bundle Advertisement(s) & Microsite Packages | Quantity | Linked To | Ad Location | Service Term |
|---|----------|------------------|-----------------------|-----------------------|
| CSN Productivity Tools - DG-Destination Request a Quote | 1 | Supplier Profile | Fort Walton Beach, FL | 10/1/2021 - 9/30/2022 |
| CSN Productivity Tools - CVB Copy Feature | 1 | N/A | Pensacola, FL | 10/1/2021 - 9/30/2022 |

Bundle Advertisement(s) & Microsite Packages Net Total Price USD 2,963.00

| Reporting and Analytics | Quantity | Comp Set Venue Codes | Service Term | Net Total Price |
|--|----------|----------------------|-----------------------|-----------------|
| CSN Business Intelligence - RFP Reports - Enterprise Dashboard - CVB | 1 | N/A | 10/1/2021 - 9/30/2022 | USD 6,180.00 |

Contract Term

The term is 10/1/2021 to 9/30/2022.

Services

The Cvent services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #:
 Please put PO here if required

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 9/10/2021

Additional Terms

Diamond Waitlist Opt-In Signature

By checking this box and providing your initials signature, you are opting into the diamond waitlist terms as outlined herein.

| Billing Contact Details: | Billing Address: | Service Address: |
|-----------------------------|---|--|
| Name: Melissa Read | Street: Okaloosa County Tourist Development Department 1540 Miracle Strip Pkwy P.O. Box 609 | Street: 1540 Miracle Strip Pkwy P.O. Box 609 |
| Title: General Manager | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: mread@myokaloosa.com | State: FL | State: FL |
| Phone: (850) 609-3903 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

| Cvent Signatory | Customer Signatory |
|-----------------|---|
| | <i>Signatory represents that s/he is the authorized to bind the Supplier entity listed above.</i> |

Name: John Oliver

Name: Faye Douglas

Title: Director of Accounts, Hospitality Cloud

Title: OMB Director

Email: joliver@cvent.com

Email: fdouglas@myokaloosa.com

Phone: (571) 765-5683

Phone: +18506517647

Signature:  DocuSigned by:
A5C8AC71CEB145A...

Signature:  DocuSigned by:
1EE281AACB70412...

Date Signed: 20-Sep-2021

Date Signed: 20-Sep-2021



SUPPLIER & VENUE SOLUTIONS

Customer: Destin-Fort Walton Beach Convention Center

Cvent, Inc.

Billing Address:
1250 Miracle Strip Pkwy. SE
Fort Walton Beach, FL 32548

1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Receivables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

Total Price USD 20,404.00
Discount USD 8,168.00
Total Fees Payable in USD* USD 12,236.00

| Listing Advertisement(s), Software, Services and CONNECT | Quantity | Service Term | Fee |
|--|----------|-----------------------|--------------|
| CSN Advertising - 3 Diamond | 1 | 10/1/2021 - 9/30/2022 | USD 9,736.00 |

| Cvent Event Diagramming & Interactive Floor Plans (formerly Social Tables), and Cvent Sales & Catering CRM | Quantity | Unit | Service Term | Fee |
|--|----------|---------|-----------------------|--------------|
| Cvent Event Diagramming - Venues | 1 | License | 10/1/2021 - 9/30/2022 | USD 2,500.00 |
| Cvent Event Diagramming - Setup | 1 | Account | 10/1/2021 - 9/30/2022 | USD 0.00 |

Contract Term

The term is 10/1/2021 to 9/30/2022.

Services

The Cvent services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #:

Please put PO here if required

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 9/10/2021

Additional Terms

Diamond Waitlist Opt-In Signature

By checking this box and providing your initials signature, you are opting into the diamond waitlist terms as outlined herein.

| Billing Contact Details: | Billing Address: | Service Address: |
|-----------------------------|-------------------------------------|-------------------------------------|
| Name: Melissa Read | Street: 1250 Miracle Strip Pkwy. SE | Street: 1250 Miracle Strip Pkwy. SE |
| Title: General Manager | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: mread@myokaloosa.com | State: FL | State: FL |
| Phone: (850) 609-3903 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

| Cvent Signatory | Customer Signatory |
|-----------------|---|
| | <i>Signatory represents that s/he is the authorized to bind the Supplier entity listed above.</i> |

Name: John Oliver

Name: Faye Douglas

Title: Director of Accounts, Hospitality Cloud

Title: OMB Director

Email: joliver@cvent.com

Email: fdouglas@myokaloosa.com

Phone: (571) 765-5683

Phone: +18506093800

Signature:  AS0BACT1CEB146A...

Signature:  1EE281A4CB79412...

Date Signed: 20-Sep-2021

Date Signed: 20-Sep-2021

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/04/2020

Contract/Lease Control #: C20-2887-TDD

Procurement#: SINGLE SOURCE

Contract/Lease Type: CONTACT

Award To/Lessee: CVENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/27/2019

Expiration Date: 09/30/2021 W/3 1 YR RENEWALS

Description of: AD LISTING, DASHBOARD AND EVENT DIAGRAMMING

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

CONTRACT#: C20-2887-TDD
 CVENT
 AD LISTING, DASHBOARD & EVENT DIAGRAMMING
 EXPIRES: 09/30/2021 W/ 3 1 YR RENEWALS

cvent | Hospitality Cloud

ent

Customer: Destin-Fort Walton Beach Florida

Cvent, Inc.

Billing Address:
 Okaloosa County Tourist Development Department 1540
 Miracle Strip Pkwy P.O. Box 609
 Fort Walton Beach, FL 32548

1765 Greensboro Station Place, 7th Floor
 Tysons Corner, VA 22102
 Billing Dept. Phone: 703.226.3522
 Billing Dept. Email: Receivables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

Total Price ~~USD 23,034.00~~

Discount ~~USD 10,335.00~~

Total Fees Payable in USD* **USD 12,699.00**

| Listing Advertisement(s), Software, Services and CONNECT | Quantity | Service Term | Fee |
|--|----------|-----------------------|--------------|
| 3 Diamond | 1 | 10/1/2020 - 9/30/2021 | USD 9,736.00 |

| Bundle Advertisement(s) & Microsite Packages | Quantity | Linked To | Ad Location | Service Term |
|--|----------|-----------|-------------|-----------------------|
| DG-Destination Request a Quote | 1 | N/A | N/A | 10/1/2020 - 9/30/2021 |
| CVB Copy Feature | 1 | N/A | N/A | 10/1/2020 - 9/30/2021 |

Contract Term

The term is 10/1/2020 to 9/30/2021.

Services

The Cvent services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #: *Please put PO here if required*

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 8/14/2020

Additional Terms

By opting into diamond waitlist below, Supplier agrees that during the initial twelve months of this Agreement it is being placed on a waiting list for its metropolitan area for Diamond Ad placements. In the event a three or four Diamond Ad placement becomes available in the Supplier's metropolitan area during such twelve month period and Supplier is then in good standing of this Agreement, Cvent reserves the right at its sole discretion to upgrade Supplier to either a three or four Diamond Ad placement

upon notice from Cvent. In the event of such upgrade, Supplier shall subscribe to such upgraded level for a minimum of twenty-four (24) months and the Term of this Agreement shall be automatically extended for such period for the upgraded Diamond Ad placement only. Supplier agrees to pay the Cvent rates for the first twelve months of the term of the three Diamond at [CURRENCY & 3 DIAMOND LIST PRICE AMOUNT] or the four Diamond at [CURRENCY & 4 DIAMOND LIST PRICE AMOUNT] as applicable; with subsequent twelve months term subject to an 8% increase for either the three or four Diamond from the immediately preceding twelve month period (notwithstanding any different rates then in effect with the franchisor or management company of Supplier's property, if any). Such fees for the upgraded Diamond Ad placement annually are due in advance within thirty (30) days of the date of the invoice from Cvent, provided Cvent shall apply a credit to such fees for the first twelve months in the amount of the fees prepaid for the Diamond Ad placement purchased hereunder prior to the upgrade prorated based on the remaining term of the then current twelve month period. If the Term of this Agreement is for twenty-four months or longer, then Supplier shall have a right to renew its placement on the waiting list for another twelve month period provided it provides written notice of such renewal to Cvent no later than ninety (90) days prior to the expiration of the initial twelve month period for the waiting list. Supplier acknowledges and agrees that this Order Form does not guarantee that its Diamond Ad placement will be upgraded during the Term and notwithstanding anything set forth herein, may not be upgraded at all.

Diamond Waitlist Opt-In Signature

By checking this box and providing your initials signature, you are opting into the diamond waitlist terms as outlined herein.



| Billing Contact Details: | Billing Address: | Service Address: |
|-----------------------------|---|--|
| Name: Melissa Read | Street: Okaloosa County Tourist Development Department 1540 Miracle Strip Pkwy P.O. Box 609 | Street: 1540 Miracle Strip Pkwy P.O. Box 609 |
| Title: General Manager | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: mread@myokaloosa.com | State: FL | State: FL |
| Phone: 8506093800 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

Cvent Signatory

Customer Signatory

Signatory represents that s/he is the authorized to bind the Supplier entity listed above.

Name: John Oliver

Name: fdouglas@myokaloosa.com

Title: Regional Account Director, Hospitality Cloud

Title: OMB Director

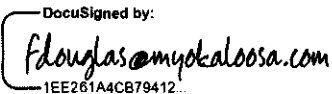
Email: joliver@cvent.com

Email: mread@myokaloosa.com

Phone: (571) 765-5683

Phone: 850 609-3913

Signature: 
DocuSigned by:
A5C8AC71CEB145A

Signature: 
DocuSigned by:
1EE261A4CB79412

Date Signed: 04-Aug-2020

Date Signed: 04-Aug-2020

A2

cvent | Hospitality Cloud

cvent

Customer: Destin-Fort Walton Beach Convention Center**Cvent, Inc.**Billing Address:
1250 Miracle Strip Pkwy. SE
Fort Walton Beach, FL 325481765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Receivables@cvent.com**Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals****Total Price** USD 14,604.00**Discount** USD 4,868.00**Total Fees Payable in USD*** USD 9,736.00

| Listing Advertisement(s), Software, Services and CONNECT | Quantity | Service Term | Fee |
|--|----------|-----------------------|--------------|
| 3 Diamond | 1 | 10/1/2020 - 9/30/2021 | USD 9,736.00 |

Contract Term

The term is 10/1/2020 to 9/30/2021.

Services

The Cvent services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #: Please put PO here if required

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 8/28/2020

Additional Terms

By opting into diamond waitlist below, Supplier agrees that during the initial twelve months of this Agreement it is being placed on a waiting list for its metropolitan area for Diamond Ad placements. In the event a three or four Diamond Ad placement becomes available in the Supplier's metropolitan area during such twelve month period and Supplier is then in good standing of this Agreement, Cvent reserves the right at its sole discretion to upgrade Supplier to either a three or four Diamond Ad placement upon notice from Cvent. In the event of such upgrade, Supplier shall subscribe to such upgraded level for a minimum of twenty-four (24) months and the Term of this Agreement shall be automatically extended for such period for the upgraded Diamond Ad placement only. Supplier agrees to pay the Cvent rates for the first twelve months of the term of the three Diamond at [CURRENCY & 3 DIAMOND LIST PRICE AMOUNT] or the four Diamond at [CURRENCY & 4 DIAMOND LIST PRICE AMOUNT] as applicable; with subsequent twelve months term subject to an 8% increase for either the three or four Diamond from the immediately preceding twelve month period (notwithstanding any different rates then in effect with the franchisor or management company of Supplier's property, if any). Such fees for the upgraded Diamond Ad placement annually are due in advance within thirty (30) days of the date of the invoice from Cvent, provided Cvent shall apply a credit to such fees for the first twelve months in the amount of the fees prepaid for the Diamond Ad placement purchased hereunder prior to the upgrade prorated based on the remaining term

of the then current twelve month period. If the term of this Agreement is for twenty-four months or longer, then Supplier shall have a right to renew its placement on the waiting list for another twelve month period provided it provides written notice of such renewal to Cvent no later than ninety (90) days prior to the expiration of the initial twelve month period for the waiting list. Supplier acknowledges and agrees that this Order Form does not guarantee that its Diamond Ad placement will be upgraded during the Term and notwithstanding anything set forth herein, may not be upgraded at all.

Diamond Waitlist Opt-In Signature

By checking this box and providing your initials signature, you are opting into the diamond waitlist terms as outlined herein.

DS
FD

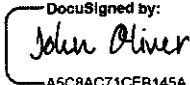
| Billing Contact Details: | Billing Address: | Service Address: |
|-----------------------------|-------------------------------------|-------------------------------------|
| Name: Melissa Read | Street: 1250 Miracle Strip Pkwy. SE | Street: 1250 Miracle Strip Pkwy. SE |
| Title: General Manager | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: mread@myokaloosa.com | State: FL | State: FL |
| Phone: 8506093800 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

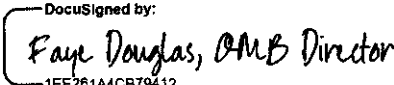
| Cvent Signatory | Customer Signatory |
|-----------------|---|
| | <i>Signatory represents that s/he is the authorized to bind the Supplier entity listed above.</i> |

Name: John Oliver

Name: Faye Douglas, OMB Director

| | |
|---|-----------------------------|
| Title: Regional Account Director, Hospitality Cloud | Title: OMB Director |
| Email: joliver@cvent.com | Email: mread@myokaloosa.com |
| Phone: (571) 765-5683 | Phone: 8506093800 |

Signature:  A5C8AC71CEB145A...

Signature:  1EE261A4CB79412...

Date Signed: 04-Aug-2020

Date Signed: 04-Aug-2020

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/03/2019

Contract/Lease Control #: C20-2887-TDD

Procurement#: SINGLE SOUCE

Contract/Lease Type: CONTRACT

Award To/Lessee: CVENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/27/2019

Expiration Date: 09/30/2020 W/4 1 YR RENEWALS

Description of AD LISTINGS, DASHBOARD AND EVENT DIAGRAMMING

Department: IDD

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: MA Tracking Number: 3701-20
Procurement/Contractor/Lessee Name: Cvent, Inc Grant Funded: YES ___ NO X
Purpose: listing advertisements
Date/Term: 1 yr w/ 41 vendors 1. GREATER THAN \$100,000
Amount: 30k 2. GREATER THAN \$50,000
Department: TDD 3. \$50,000 OR LESS
Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
White Moon Date: 10-30-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal bids Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 11-13-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 11/25/19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, November 26, 2019 8:43 AM
To: DeRita Mason
Subject: FW: Emerald Coast CVB Contract
Attachments: Cvent - Social Tables and CSN - TOU - Redlines (R2) - 11.25.19.docx

DeRita

This is approved by risk management for insurance purposes with the noted changes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



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: Ellison, Bradley <BElison@cvent.com>
Sent: Monday, November 25, 2019 4:59 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Turnage, Allie <ATurnage@socialtables.com>; Charlotte Dunworth <cdunworth@myokaloosa.com>
Subject: RE: Emerald Coast CVB Contract

Hi Karen,

Thank you again for joining the call this afternoon. You will find an updated version of the contract attached with the insurance changes we discussed. Please let me know if you have any questions or concerns.

Have a great Thanksgiving.

Best,

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, November 5, 2019 8:39 AM
To: DeRita Mason
Cc: Karen Donaldson
Subject: RE: Cvent contract & single source

This is approved for legal purposes.

From: DeRita Mason [dmason@myokaloosa.com]
Sent: Tuesday, November 05, 2019 8:12 AM
To: Parsons, Kerry
Cc: Karen Donaldson
Subject: FW: Cvent contract & single source

Please review the attached updated contract.

Thank you,

DeRita Mason

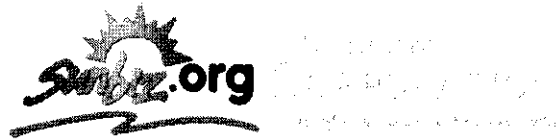


DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"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: Charlotte Dunworth <cdunworth@myokaloosa.com>
Sent: Tuesday, November 5, 2019 6:20 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lianne Clark <lclark@myokaloosa.com>
Subject: RE: Cvent contract & single source

I made a few tweaks and have attached the finalized Exhibits hereto. The terms don't fit neatly into the template language. The cost through 9/30/20 is known at \$28,411.06. However, the initial term is through 9/30/21 but we don't



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
CVENT, INC.

Filing Information

Document Number F14000004392
FEI/EIN Number 54-1954458
Date Filed 10/16/2014
State DE
Status ACTIVE

Principal Address

1765 GREENSBORO STATION PLACE 7TH FLOOR
TYSONS CORNER, VA 22102

Mailing Address

1765 GREENSBORO STATION PLACE 7TH FLOOR
TYSONS CORNER, VA 22102

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Officer/Director Detail

Name & Address

Title CEO, President, Director

AGGARWAL, Rajeev
1765 GREENSBORO STATION PLACE 7TH FLOOR
TYSONS CORNER, VA 22102

Title Director

BANSAL, SANJU
1765 GREENSBORO STATION PLACE 7TH FLOOR
TYSONS CORNER, VA 22102

Title Secretary

SAMUELSON, LAWRENCE
1765 GREENSBORO STATION PLACE 7TH FLOOR
TYSONS CORNER, VA 22102

Title CFO

Newman, William
 1765 GREENSBORO STATION PLACE 7TH FLOOR
 TYSONS CORNER, VA 22102

Title Director

Sheth, Brian
 1765 GREENSBORO STATION PLACE 7TH FLOOR
 TYSONS CORNER, VA 22102

Title Director

Saroya, Maneet
 1765 GREENSBORO STATION PLACE 7TH FLOOR
 TYSONS CORNER, VA 22102

Title Director

Stahl, Nicolas
 1765 GREENSBORO STATION PLACE 7TH FLOOR
 TYSONS CORNER, VA 22102

Title Director

Hung, Betty
 1765 GREENSBORO STATION PLACE 7TH FLOOR
 TYSONS CORNER, VA 22102

Title Director

Smith, ROBERT
 1765 GREENSBORO STATION PLACE 7TH FLOOR
 TYSONS CORNER, VA 22102

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2017 | 01/09/2017 |
| 2018 | 05/01/2018 |
| 2019 | 05/02/2019 |

Document Images

| | |
|--|--|
| 05/02/2019 -- ANNUAL REPORT | View image in PDF format |
| 05/01/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2017 -- ANNUAL REPORT | View image in PDF format |
| 03/25/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2015 -- ANNUAL REPORT | View image in PDF format |
| 10/16/2014 -- Foreign Profit | View image in PDF format |



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 10/30/2019

PR No:

Requestor: Melissa Read

Phone No: 609-3913

Department/Division: Tourist Development

Item Description:
1. Meeting & Event Sourcing Platform Ad Listings
2. Enterprise Dashboard
3. Social Tables

Vendor: Cvent

Vendor's Address: 1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102

Vendor's Telephone No: 571-765-5755

Point of Contact: Lindsay Watts

Single Source Justification: Please see attached.
(attach additional docs if any)

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Requesting Department Director Signature (or authorized Designee)

Date

10/30/19

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Denied:

OMB Director Signature

Date 11.01.2019

Cvent Single Source Justification 11/04/2019

1. Meeting & Event Sourcing Platform Ad Listings – Cvent is the largest sourcing platform for the meetings and events industry, enabling CVB's and DMO's to engage with planners during every step of the site selection process and offering a variety of solutions to create and manage group demand and measure performance. The County currently has a Purchase Order with Cvent for these services for the period 10/1/19-9/30/20.
2. Enterprise Dashboard – improves our ability to track our ROI from the ad listings and provides tools for identification of our competitive set as well as new and lost business details. Cvent requests a 2 year minimum term on the dashboard due to the extensive build time and implementation time for the analytics team. The only economically feasible way to functionally accomplish a dashboard is to single source a multi-year contract with the current ad listings vendor, Cvent. If the dashboard is through 9/30/21, the ad listings should also be through 9/30/21. Therefore, the ad listings contract term necessarily requires extension.
3. Event Diagramming – Our current vendor for event diagramming is Social Tables, which was acquired by Cvent. This service by itself does not meet the annual threshold for written quotes but is being single sourced due to Cvent's corporate acquisition of this service. To align the service period with the County's 9/30 fiscal year end, a contract through 9/30/21 is required. The current term expires 11/30/19 and the vendor will not accept a term less than 12 months.

Success in the groups and convention center industries is often the result of multiple sales calls, continual networking, and relationships cultivated over a period of time. A multi-year approach with any vendor is prudent to accurately assess the impact/success of the sourcing platform, and is required by Cvent for the corresponding dashboard. To meet the functional requirements of integrating the ad listings, dashboard, and event diagramming, as well as aligning service periods, these services are being single sourced. Furthermore, bundling services is more economical than procuring them separately.



CONTRACT#: C20-2887-TDD
CVENT
AD LISTINGS, DASHBOARD & EVENT
DIAGRAMMING
EXPIRES: 09/30/2020 W/ 4 1 YR RENEWALS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND Cvent, Inc.**

CONTRACT ID

(Single Source)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 27th, day of November, 20 19, 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 Cvent, Inc., a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 54-1954458.

RECITALS

WHEREAS, the County is in need of a contractor to provide Ad Listings, Dashboard, & Event Diagramming ("Services"); and

WHEREAS, the Services can only be provided may be purchased from multiple sources, but, in order to meet certain functional and performance requirements there is only one economically feasible source for the purchase of the Services, the Contractor; and

WHEREAS, pursuant to Section 19 of the Okaloosa County Purchasing Manual, the County is procuring the services through a single source procurement. A copy of the Contractor's proposal and the County's single source justification 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 twenty eight thousand four hundred Dollars (\$ 28,411.06 thro), 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" – Contractor's Proposal and the County's Single Source Justification;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "D" – Scrutinized Companies Certification;



[Empty rectangular box]

2. Services. Contractor agrees to perform the following services, Ad Listings, Dashboard, & Event Diagramming

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 through 9/30/21 (____) from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to three, one year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of \$28,411.06 through 9/30/20; future years to be identical Dollars (\$ _____).

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

b. **Disbursement.** Check one:

There are no reimbursable expenses associated with this Agreement.



The following are reimbursable expenses associated with this Agreement:

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

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

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

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

7. Termination and Remedies for Breach.



- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause,

the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for 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.
- c. 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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. Not more than once per year period during the Term of the Agreement, Customer may request, and Cvent shall use all commercially reasonable measures to provide, all available certifications or attestations related to information security compliance regimes followed by Cvent. Upon request, Cvent will make available summaries of results from audits conducted by Cvent's third party auditors, such as ISO 27001, SOC 1, SOC 2, and PCI DSS..

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: | Okaloosa County Purchasing Dept 5479A Old Bethel Rd. Crestview, | With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070 |
| If to the Contractor: | Cvent, Inc. ATTN: General Counsel 1765 Greensboro Station Place, Suite 700 Tysons Corner, Virginia 22102 (703) 226 3500 legal@cvent.com | |

12. Assignment. Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets, 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 may designate an agent or subcontractor to perform certain tasks and functions under this Agreement. However, Contractor will remain responsible for performance of its duties under this Agreement..

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

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

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

17. Conflict of Interest. The Contractor warrants 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 gross negligence, or willful misconduct 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 or willful misconduct 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.

WITNESS:

Audrey Bascio
Signature

Audrey Bascio
Print Name

BY: Lindsay Watts
Cvent, Inc.

OKALOOSA COUNTY, FLORIDA

BY: [Signature]
Faye Douglas, OMB Director

Greg Kisela

[Signature] OMB Director



Attachment "A"

- A1 - CVB Listing Advertisement
- A2 - ECCC Listing Advertisement
- A3 - Enterprise Dashboard
- A4 - Social Tables

A1

Customer: Emerald Coast Convention & Visitors Bureau, Inc. **Event, Inc.**

Billing Address:
Okaloosa County Tourist Development Department 1540
Miracle Strip Pkwy P.O. Box 609
Fort Walton Beach, FL 32548

1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Recelvables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

Total Price USD 16,861.04
Discount USD 4,966.02
Total Fees Payable in USD USD 11,895.03

| Listing Advertisement(s), Software, Services and CONNECT | Quantity | Service Term | Fee |
|--|----------|-----------------------|--------------|
| 3 Diamond | 1 | 10/1/2019 - 9/30/2020 | USD 8,932.03 |

| Bundle Advertisement(s) & Microsite Packages | Quantity | Linked To | Ad Location | Service Term |
|--|----------|-----------|-------------|-----------------------|
| DG-Destination Request a Quote | 1 | N/A | DestIn, FL | 10/1/2019 - 9/30/2020 |
| CVB Copy Feature | 1 | N/A | N/A | 10/1/2019 - 9/30/2020 |
| Net Total Price | | | | USD 2,963.00 |

Contract Term

The term is 10/1/2019 to 9/30/2020.

Services

The Cvent Hospitality Cloud services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #:

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 10/30/2018

Additional Terms

A1

| Billing Contact Details | Billing Address | Service Address |
|-----------------------------|---|--|
| Name: Melissa Read | Street: Okaloosa County Tourist Development Department 1540 Miracle Strip Pkwy P.O. Box 609 | Street: 1540 Miracle Strip Pkwy P.O. Box 609 |
| Title: General Manager | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: mread@myokaloosa.com | State: FL | State: FL |
| Phone: 8506093910 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

| Cvent Signatory | Customer Signatory |
|-----------------|--------------------|
|-----------------|--------------------|

Name: Lindsay Watts

Title: Regional Account Executive

Email: lwatts@cvent.com

Phone: 571-765-5755

Signature: *Lindsay Watts*

Date Signed: 8/16/2019

Name:

Jeffrey A Hyde

Title:

Purchasing Mgr

Email:

JHyde@myokaloosa.com

Phone: ~~+18506517647~~

850-689-5960

Signature:

Jeffrey A Hyde

Date Signed:

08/16/19

Ref - 21900525-1
JAH

W
A2

Customer: Emerald Coast Convention Center | Cvent, Inc.

Billing Address:
1250 Miracle Strip Pkwy, SE
Fort Walton Beach, FL 32548

1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Receivables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

| | |
|----------------------------------|----------------------|
| Total Price | USD 13,398.04 |
| Discount | USD 4,466.02 |
| Total Fees Payable in USD | USD 8,932.03 |

| Listing Advertisement(s), Software, Services and CONNECT | Quantity | Service Term | Fee |
|---|-----------------|-----------------------|--------------|
| 3 Diamond | 1 | 10/1/2019 - 9/30/2020 | USD 8,932.03 |

Contract Term

The term is 10/1/2019 to 9/30/2020.

Services

The Cvent Hospitality Cloud services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date. Tax/VAT/GST/ABN ID #:
Purchase Order #: *Price does not include sales tax or any other applicable taxes.*

Pricing Valid Through: 9/30/2019

Additional Terms

A2

| Billing Contact Details: | Billing Address: | Service Address: |
|-----------------------------|-------------------------------------|-------------------------------------|
| Name: Melissa Read | Street: 1250 Miracle Strip Pkwy. SE | Street: 1250 Miracle Strip Pkwy. SE |
| Title: | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: sales@myokaloosa.com | State: FL | State: FL |
| Phone: 8506093910 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

| Cvent Signatory | Customer Signatory |
|-----------------|--------------------|
|-----------------|--------------------|

Name: Lindsay Watts
 Title: Regional Account Executive
 Email: lwatts@cvent.com
 Phone: 571-765-5755

Name: Jeffrey A Hyde
 Title: Purchasing Manager
 Email: JHyde@myokaloosa.com
 Phone: +18506517647 850-689-5960

Signature: *Lindsay Watts*
 Date Signed: 8/15/2019

Signature: *Jeffrey A Hyde*
 Date Signed: 07/18/2019

Customer: Emerald Coast Convention & Visitors Bureau, Inc.
 Customer Legal Name: Okaloosa County Board of County Commissioners

Cvent, Inc.

Billing Address:
 1540 Miracle Strip Pkwy
 Fort Walton Beach, FL 32548

1765 Greensboro Station Place, 7th Floor
 Tysons Corner, VA 22102
 Billing Dept. Phone: 703.226.3522
 Billing Dept. Email: Receivables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

YEAR 1: 12/1/2019 - 9/30/2020

Total Price USD 37,450.00
Discount USD 31,950.00
Total Fees Payable in USD USD 5,500.00

YEAR 2: 10/1/2020 - 9/30/2021

Total Price USD 38,573.50
Discount USD 32,393.50
Total Fees Payable in USD USD 6,180.00

| Reporting and Analytics | Quantity | Comp Set Venue Codes | Service Term | Net Total Price |
|---|----------|----------------------|-----------------------|-----------------|
| YEAR 1: 12/1/2019 - 9/30/2020 | | | | |
| RFP Reports - Enterprise Dashboard - CVB <i>Includes monthly delivery of market report until city functionality is available</i> | 1 | N/A | 12/1/2019 - 9/30/2020 | USD 5,500.00 |
| YEAR 2: 10/1/2020 - 9/30/2021 | | | | |
| RFP Reports - Enterprise Dashboard - CVB <i>Includes monthly delivery of market report until city functionality is available</i> | 1 | N/A | 10/1/2020 - 9/30/2021 | USD 6,180.00 |

Contract Term

The term is 12/1/2019 to 9/30/2021.

Services

Cvent products and services listed herein, each subject to the Terms of Use attached hereto as Exhibit A.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #:

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 10/31/2019

Additional Terms

| Billing Contact Details: | Billing Address: | Service Address: |
|---------------------------------|---------------------------------|---------------------------------|
| Name: Melissa Read | Street: 1540 Miracle Strip Pkwy | Street: 1540 Miracle Strip Pkwy |
| Title: General Manager | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: sales@myokaloosa.com | State: FL | State: FL |
| Phone: 8506093910 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

Gregory Kisele
Name

Interna OMB Director
Title

[Signature]
Signature

11/27/19
Date

Name

Title

Signature

Date

Customer: Emerald Coast Convention Center

Cvent, Inc.

Billing Address:
1250 Miracle Strip Pkwy, SE
Fort Walton Beach, FL 32548

1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Receivables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

YEAR 1: 12/1/2019 - 9/30/2020

Total Price USD 2,500.00

Discount USD 416.00

Total Fees Payable in USD USD 2,084.00

YEAR 2: 10/1/2020 - 9/30/2021

Total Price USD 2,500.00

Discount USD 0.00

Total Fees Payable in USD USD 2,500.00

| Social Tables | Quantity | Unit | Service Term | Fee |
|--------------------------------------|----------|---------|-----------------------|--------------|
| YEAR 1: 12/1/2019 - 9/30/2020 | | | | |
| Event Services Solution 5 Users | 1 | Account | 12/1/2019 - 9/30/2020 | USD 2,084.00 |
| YEAR 2: 10/1/2020 - 9/30/2021 | | | | |
| Event Services Solution 5 Users | 1 | Account | 10/1/2020 - 9/30/2021 | USD 2,500.00 |

Contract Term

The term is 12/1/2019 to 9/30/2021.

Services

The Cvent services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #:

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 11/20/2019

Additional Terms

| Billing Contact Details: | Billing Address: | Service Address: |
|---|-------------------------------------|-------------------------------------|
| Name: Charlotte Dunworth | Street: 1250 Miracle Strip Pkwy. SE | Street: 1250 Miracle Strip Pkwy. SE |
| Title: Finance, Administration & Compliance Manager | City: Fort Walton Beach | City: Fort Walton Beach |
| Email: cdunworth@myokaloosa.com | State: FL | State: FL |
| Phone: (850) 609-5385 | Zip Code: 32548 | Zip Code: 32548 |
| | Country: US | Country: US |

| Event Signatory | Customer Signatory |
|-----------------|---|
| | <i>Signatory represents that s/he is the authorized to bind the Supplier entity listed above.</i> |

Name: Allie Turnage

Name:

Georgi A. Kissel

Title: Senior Associate

Title:

Julian OMB Director

Email: aturnage@socialtables.com

Email: cdunworth@myokaloosa.com

Phone:

Phone: (850) 609-5206 - 609-6131

Signature:

Allie Turnage

Signature:

Julian OMB

Date Signed:

Date Signed:

1/27/18



Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. The insuring company's minimum rating may not fall below A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc for more than 90 successive days.
3. All insurance shall include the interest of all entities and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Certificate Holder under this policy shall be primary insurance. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
Where applicable the County shall be shown as Certificate Holder with a waiver of Subrogation on the Certificate of Insurance.
4. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement.
5. The County may no more than once a year request the Contractor to provide a Certificate of Insurance to document the insurance coverage specified in this Agreement.
6. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
7. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered 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

OKALOOSA COUNTY

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

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

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

| | <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 for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations |
| 4. Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

OKALOOSA COUNTY

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

GENERAL TERMS

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

OKALOOSA COUNTY

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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



Attachment "C"
Civil Rights Clauses



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"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Cvent, 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: 12/3/2019

SIGNATURE: _____

COMPANY: Cvent

NAME: Lindsay Watts
(Typed or Printed)

ADDRESS: 1765 Greensboro Station Pl #7th Floor
Mclean VA 22102

TITLE: Regional Sales Executive

E-MAIL: lwatts@cvent.com

PHONE NO.: 571-765-5755



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 11/29/2019 8/7/2019

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

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

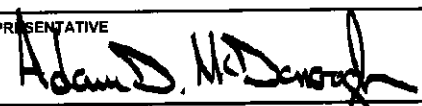
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): | | | | | | | | | | | | | |
|--|---|----------------|-------------------------------|--------|--|-------|---|-------|--|-------|---------------------------------------|-------|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER D : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : National Fire Insurance Co of Hartford | 20478 | INSURER B : The Continental Insurance Company | 35289 | INSURER C : Westchester Fire Insurance Company | 10030 | INSURER D : Columbia Casualty Company | 31127 | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : National Fire Insurance Co of Hartford | 20478 | | | | | | | | | | | | | | |
| INSURER B : The Continental Insurance Company | 35289 | | | | | | | | | | | | | | |
| INSURER C : Westchester Fire Insurance Company | 10030 | | | | | | | | | | | | | | |
| INSURER D : Columbia Casualty Company | 31127 | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED 1451640 Cvent, Inc. Attn: Legal Department - Compliance 1765 Greensboro Station Place, 7th FL Tysons Corner VA 22102 | | | | | | | | | | | | | | | |

COVERAGES CVEIN01 **CERTIFICATE NUMBER:** 14208149 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVP | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|-----------|----------|---|------------------------------------|------------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | N | N | 6043168492 | 8/8/2019 | 8/8/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. Ded. \$500 <input checked="" type="checkbox"/> Coll. Ded. \$500 | N | N | 6043168508 | 8/8/2019 | 8/8/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | N | N | 6043168539 | 8/8/2019 | 8/8/2020 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX |
| B B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 6075557731 (AOS) 6043168511 (CA) | 8/8/2019 8/8/2019 | 8/8/2020 8/8/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C D D | Crime E&O/Cyber Excess E&O | N | N | G28190608 003 (Crime) 596714032 (E&O) XMS1901538 (XS E&O) | 11/29/2018 8/8/2019 8/8/2019 | 11/29/2019 8/8/2020 8/8/2020 | \$5M / \$100K Deductible \$10M Agg / \$100K Retention \$10M in XS \$10M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER 14208149 Evidence Only | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|