

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/10/2020

Contract/Lease Control #: C20-2903-TDD

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: ARRIVALIST

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/07/2020

Expiration Date: 01/06/2022 W/3 1 YR RENEWALS

Description of VISITATION AND ATTRIBUTION DATA

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3897

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: 730 Tracking Number: 3739-20  
Procurement/Contractor/Lessee Name: Arrivalist Grant Funded: YES \_\_\_ NO X  
Purpose: visitation; attribution data  
Date/Term: 2 yrs 1.  GREATER THAN \$100,000  
Amount: 220,000 2.  GREATER THAN \$50,000  
Department: TOO 3.  \$50,000 OR LESS  
Dept. Monitor Name: Adams

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 12-19-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**  
Approved as written: no risk element  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**  
Approved as written: see email attached  
Date: 12-19-19  
Edith Gibson or Karen Donaldson

**County Attorney Review**  
Approved as written: see email attached  
Date: 12-20-19  
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

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**From:** Karen Donaldson  
**Sent:** Thursday, December 19, 2019 2:59 PM  
**To:** DeRita Mason  
**Subject:** RE: Arrivalist

DeRita

This is approved by risk management for insurance purposes.

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](mailto: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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, December 19, 2019 12:18 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Arrivalist

Please review and approve the attached.

Note: They would like to get this on the next board agenda, which is 01/07.

Thank you,

DeRita Mason

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, December 20, 2019 8:03 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: Arrivalist

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson<sup>PA</sup>**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, December 19, 2019 1:18 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: Arrivalist

Please review and approve the attached.

Note: They would like to get this on the next board agenda, which is 01/07.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department



ARRICO0-01

CLIN

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/23/2019

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).

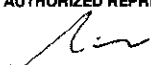
<b>PRODUCER</b> Rosenzweig Insurance Agency, Inc 160 Herricks Rd PO BOX 70 Mineola, NY 11501	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (516) 352-7495	FAX (A/C, No): (516) 358-7940
	<b>E-MAIL ADDRESS:</b> info@rosenzweiginsurance.com	
<b>INSURED</b>  Arrivalist Co PO Box 230199 New York, NY 10023	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Insurance Group	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 SUBR INSD WYVD	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 type="checkbox"/> LOC OTHER:		12SBMUK1616	6/26/2019	6/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		12SBMUK1616	6/26/2019	6/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		12SBMUK1616	6/26/2019	6/26/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 certificate holder is additional insured when required by written contract.

<b>CERTIFICATE HOLDER</b>  Okaloosa County, Florida 1260 N. Eglin Parkway STE 100 Shallmar, FL 32579	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA**  
**AND Arrivalist**

**CONTRACT ID** C20-2903-TDD

(Single Source)

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 7<sup>th</sup>, day of January, 2020, 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 Arrivalist, a Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 45-5011308.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide visitation and attribution data ("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 two hundred twenty thousand Dollars (\$ 220,000), 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;



**2. Services.** Contractor agrees to perform the following services, visitation and attribution data.

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 January 7, 2020, and shall continue for a period of two years (2 years) 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.

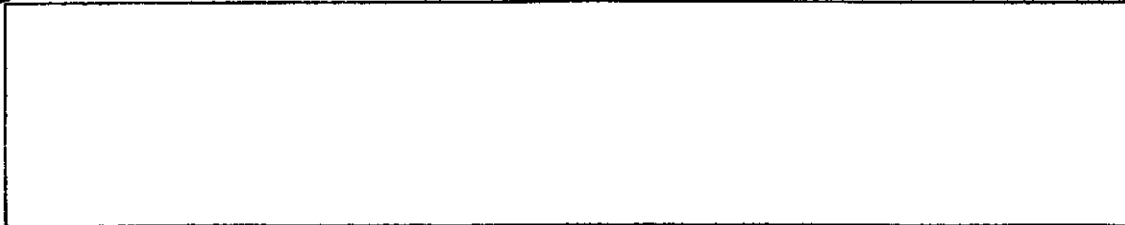
- This agreement may not be renewed; or
- This agreement may be renewed upon mutual written agreement of the parties for a period of up to three (3), one (1) year renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of two hundred twenty thousand Dollars (\$ 220,000).

a. Contractor shall submit an invoice to the County upon annual start date and 6 months after start date. 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 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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations,



limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

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

<b>If to the County:</b>	Okaloosa County Purchasing Dept 5479A Old Bethel Rd. Crestview, FL 32536	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Arrivalist Cree Lawson PO Box 230199 New York NY 10023 cree@arrivalist.com 917-677-8222	

**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:

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 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.

(Remainder of Page Intentionally Left Blank)

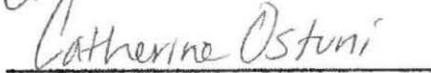


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:



Signature

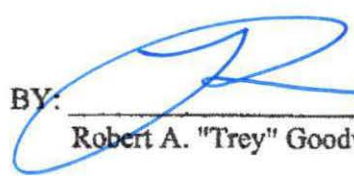



Print Name

BY: 

Arrivalist

OKALOOSA COUNTY, FLORIDA

BY:  

Robert A. "Trey" Goodwin III, Chairman



**Attachment "A"**  
**Letter of Agreement**



**Arrivalist**<sup>®</sup>

Arrivalist Co  
P.O. BOX 230199  
New York, NY 10023  
info@arrivalist.com  
+1 646 964 5221

December 20, 2019

## Letter of Agreement between Arrivalist and Okaloosa County

This letter of agreement ("**Agreement**") is entered into between Okaloosa County, a Florida corporation with a principal place of business located at 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579 ("**Client**"), and Arrivalist Co., a Delaware corporation, with a principal place of business located at P.O. BOX 230199, New York, NY 10023 ("**Arrivalist**"). Arrivalist and Client may be referred to in this Agreement individually as a "**Party**" or collectively as "**Parties**."

### 1. Term

The term of this Agreement shall begin January 7, 2020 and end on January 6, 2022 ("**Term**"). Any provision of this Agreement, which contemplates performance or observance subsequent to termination or expiration of the Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

### 2. Services and Arrivalist Obligations

During the Term, Arrivalist will use its proprietary technology ("**Arrivalist Technology**") to provide to Client the following service: a) anonymously monitor the visit to Okaloosa County ("**Location**") of Internet users ("**Arrivalist Services**").

Arrivalist services will provide clients with access to an online reporting interface ("**Platform**")

**Arrivalist Technology.** The Arrivalist Technology, and any and all intellectual property related thereto, shall remain the exclusive property of Arrivalist, and Arrivalist reserves all right, title and interest in the Arrivalist Technology and related intellectual property. To the extent Client needs to use the Arrivalist Technology to give effect to this Agreement, it shall do so only with the approval of Arrivalist and solely in connection with the Services provided by Arrivalist and as described in this Agreement. If any license of the Arrivalist Technology becomes necessary to give effect to this Agreement such license shall be limited to the purpose of this Agreement, and shall be non-exclusive, non-transferable, non-sublicensable, non-assignable, and revocable. Client expressly agrees not to disclose, disassemble, decompile, decrypt, extract, reverse engineer or modify the Arrivalist Technology or otherwise attempt to derive its source code or any algorithm, process, methods, techniques, or procedure contained within the Arrivalist Technology.

- **Technology Used for the Services.** Arrivalist may use different advertising technology providers in addition to its own technology and media outlets including, without limitation Client's website, Client's advertising vendors and other outlets to monitor arrivals in Destination. The Services may not be used in connection with Clients' purchases of advertising inventory (display, video or mobile) on open exchanges (also referred to as public exchanges) for ads targeting consumers located in or traveling from the member states of the European Union.
- **Timing of Reporting.** Reporting of visits monitored by the Arrivalist Technology for attribution and visitation services begin approximately 45-60 days following the commencement of agreement (the "**Launch Date**"). Timing may vary depending on complexity of location set up.
- **Review and Changes to Client's Privacy Policy Addressing Advertising Practices in the U.S.** Arrivalist shall have the right, but not the obligation, to review and make recommendations to the privacy policy governing Client's site(s) to accommodate the data collection and use practices involved in using Arrivalist Technology for advertising practices in the United States.
- **Arrivalist Services and Rates.** The specifics of the services and rates are set forth in **Appendix A**, attached hereto and made an integral and binding part hereof.

### 3. Obligations of Client

Client shall:





Arrivalist Co  
P.O. BOX 230199  
New York, NY 10023  
Info@arrivalist.com  
+1 646 964 5221

- **Provide Arrivalist with Necessary Information.** Client will make Arrivalist aware of desired Arrival Zones, Points of Interest, measurement definitions and other relevant information. If attribution services are being provided, then client shall also make Arrivalist aware of media plans, impression volume, media partners and other relevant campaign information.
- **Embed Arrivalist Pixels in Media.** Client will make best efforts to place Arrivalist pixels and impression tracking code on all its owned and paid media that Client will utilize in connection with the Arrivalist Technology and do so in a timely matter. Client agrees to notify Arrivalist of any instances where pixels or impression tracking code may not be deployed as well.
- **Placement of Arrivalist Pixels or Scripts on Client Site(s).** Allow Arrivalist to place tracking pixels or scripts on pages on Client's site(s) so that the Arrivalist Technology may identify Internet users who have been exposed to or have interacted with Client online advertising. Placement of Arrivalist's pixels/scripts shall not be unreasonably delayed.
- **Make Arrivalist-Recommended Edits to Privacy Policy.** Client will make any reasonable Arrivalist-recommended changes to the Client's privacy policy (as set forth in Section 2 above), including placement of Arrivalist "opt-out" language in its privacy policy and newsletter emails. Client represents and warrants that (i) its privacy policy discloses all collection and use of Internet users' information so that such disclosed practices include Client's use of Arrivalist Technology, and (ii) it will abide by its privacy policy, and honor Internet users' marketing preferences.
- **Payment.** Unless otherwise provided in **Appendices**, pay all setup fees upon execution of this Agreement within thirty (30) days of the invoice date. In the event **Appendices** provide for third party media purchases by Arrivalist on behalf of Client, such third-party media shall be pre-paid by Client. Billing information to be filled out on page five of this agreement.
- **Ownership and Use of Cookies.** Client acknowledges that Arrivalist uses cookies in order to provide the Services. Any and all cookies (or other information or technology achieving a similar or competitive function, whether currently in existence or not) used by Arrivalist in performing the Services shall remain the property of Arrivalist.

#### **4. General Provisions**

- A. Publicity.** Each Party grants to the other Party a limited license to include the name and trademarks of the other Party on its website and in its marketing materials for the sole and limited purpose of publicizing the Services and Arrivalist Technology. Neither Party shall make any defamatory or derogatory statements concerning the other Party or the Services provided herein.
- B. Confidentiality.** In connection with the implementation of this Agreement, each party may have access to or receive disclosure of Confidential Information of the other party. "Confidential Information" means information relating specifically to the other party's business, technology, marketing objectives and plans, or pricing and any other information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, or with a similar designation. Each party shall keep any such Confidential Information of the other party in confidence and not disclose it to any third party without the prior written consent of the other party to the extent permitted by Florida law. Each party shall use the Confidential Information of the other party solely for purposes provided in this Agreement. All information furnished by one party to the other party shall be and remain the property of the furnishing party. Each party shall cause its employees and subcontractors to comply with the terms in this provision. The confidentiality obligations herein shall not apply to information that: (i) is already known to a party prior to disclosure by the other party; (ii) is or becomes available to the public through no breach of this subsection by the other party; (iii) is rightfully received by the other party from a third party without a duty of confidentiality; (iv) is independently developed by a party; or (v) is required to be disclosed by law, regulation, or court order, provided that the disclosing party shall use reasonable efforts to notify the other party prior to disclosure. Either party may disclose this Agreement or Confidential Information of the other party without obtaining the other party's written consent if, in the opinion of such party's attorneys, such disclosure is required by subpoena, court order, or otherwise required by law. If a party receives or is subject to a subpoena, court order, or other legal process requiring disclosure of this Agreement or Confidential Information of the other party, such party shall notify the other party promptly thereof, in order to give the other party, the opportunity to seek a protective order or other legally acceptable protection to, as applicable, limit the disclosure of this Agreement and or the other party's Confidential Information.
- C. Aggregate Data.** Arrivalist collects aggregate data that is not personally-identifiable including, without limitation, end user usage and behavioral data related to the Services ("Aggregate Data"). Client shall own all right, title and interest in and to any data deliverables, provided that Arrivalist shall retain ownership of all right, title and interest in and to:



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+1 646 964 5221

(i) any materials created prior to, or independent of, this Agreement; (ii) any underlying data that are not specifically collected for Client; or (iii) any analytical approaches used by Arrivalist to prepare the data deliverables (each, "Arrivalist Portion"). The Arrivalist Portion shall remain the exclusive property of Arrivalist, and Client shall have the non-exclusive, non-assignable and non-transferable license to use the Arrivalist Portion for Client's internal business purposes. Arrivalist warrants that it shall not sell Client's info or data under any circumstances. Any use of the data by Arrivalist shall be limited to internal use and for the sole purpose of improving Arrivalist's methodology.

- D. Relationship Between Parties.** Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract unless expressly agreed otherwise in writing.
- E. Assignment.** Neither Party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit under this Agreement without the written consent of the other party (and any such attempt shall be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this Agreement relates.
- F. Choice of Law.** This Agreement shall be governed by the laws of the State of Florida without regard to the conflict of the laws provisions thereof.
- G. Dispute Resolution.** The Parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation shall be submitted to final and binding arbitration by one arbitrator. Unless the Parties agree otherwise, any arbitration will take place in the State of Florida, Okaloosa County, and will be administered by, and pursuant to the rules of, the American Arbitration Association. The prevailing Party shall be entitled to all its costs and reasonable attorney fees incurred.
- H. Validity.** If any portion of this Agreement is illegal or unenforceable, such portion(s) shall be limited or eliminated to the minimum extent necessary such that the balance of this Agreement shall remain in full force and effect and enforceable.
- I. Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and can only be modified or waived by a subsequent written agreement signed by both parties.
- J. Force Majeure.** Neither party shall be liable to the other party for any failure or delay in performance caused by acts of God, fires, floods, strikes, whether legal or illegal, water damage, riots, epidemics or any other causes beyond such party's reasonable control, and such failure or delay will not constitute a breach of this Agreement.
- K. Counterparts.** Execution of a facsimile or email copy shall have the same force and effect as execution of an original, and a facsimile or email signature shall be deemed an original and valid signature.
- L. Indemnification.** Client will defend, indemnify and hold harmless Arrivalist from and against any claims, actions, demands, losses, judgments, fines or expenses (including, without limitation, reasonable attorneys' fees) arising out of any actual or alleged claim due to a breach or alleged breach by Client of any of its obligations under this Agreement.
- M. Notices.** All notices under this Agreement shall be in writing, and shall be deemed given when mailed, faxed or sent via electronic mail to the address, fax number or email address appearing in this Agreement.
- N. No Warranty.** EACH PARTY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND/OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
- O. Limitation of Liability.** NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR (B) ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF ONE MONTH OF SERVICE PROVIDED PURSUANT TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLIENT ACKNOWLEDGES THAT THE FEES PAID REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ARRIVALIST WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS.



Arrivalist Co  
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info@arrivalist.com  
+1 646 964 5221

P. **Notices.** All notices and other communications which are required to be given by the Agreement or which are otherwise made pursuant to the Agreement will be in writing and delivered either by hand, certified or registered U.S. mail, overnight courier, confirmed email or confirmed facsimile, addressed in the case of Agency to the address provided above, and in the case of Arrivalist to Cree Lawson, Arrivalist, P.O. BOX 230199, New York, NY, 10023 or via facsimile to 917 677 8222 or email at cree@arrivalist.com.

IN WITNESS WHEREOF, Arrivalist and Client have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ARRIVALIST CO.

By: [Signature]  
Name: Arlo Laitin  
Title: CRO  
Date: 12/27/2019

Okaloosa County

By: [Signature]  
Name: Robert A. "Trey" Goodwin III  
Title: Chairman, Board of County Commissioners  
Date: JAN 07 2020





Arrivalist Co  
P.O. BOX 230199  
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Info@arrivalist.com  
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**Billing Information**

First Name: Lianne

Last Name: Clark

Phone Number: 850-609-3891

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

Email Address: ecccfinance@myokaloosa.com

Billing Address Line 1: 1540 Miracle Strip Pkwy SE

Billing Address line 2: \_\_\_\_\_

City: Fort Walton Beach State: FL Zip Code: 32548



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**APPENDIX A – ARRIVALIST SERVICES**

Term: January 7, 2020 – January 6, 2022

Account Setup: January 7, 2020 – February 6, 2020

Annual Subscription: 2 Years

A3 Full Comprehensive Plus Package

Year 1 Price: \$110,000  
 Year 2 Price: \$110,000  
 Total Agreement Price: \$220,000

**Deliverables**

- Includes 30 POIs
- 12 month historical look back
- 1 Custom Report
- Additional Analyst Professional Services (described below)
- Locals vs Non-Locals (described below)
- Additional POIs (hotels, attractions, airports, convention centers, points-of-interest, etc...) can be added for \$500 per arrival zone.
- Payment terms are to invoice half at start date and half a 6 months after start date for each annual amount.

**Add-On (Included in Total Price above):**

- **Professional Services/Ktimene Axtell:** This is for services requested above and beyond those typically offered through an agreement with Arrivalist. **\$7,000 value** for the economic modeling project:
  - Up to 28 hours from Arrivalist resources
  - Project lead: VP, Insights
  - Research review
  - Travel for a one business day kick-off in person
  - Upfront and quarterly analytics services for economic modeling
  - Quarterly model updates and data input

If more than 28 hours is required, Arrivalist will assess availability before committing to additional scope.

- **Locals vs Non-Locals (Included in Total Price Above): \$12,000 value**

**Platform Access**

Included In the Arrivalist Platform are the following reports:

Visitation	Attribution	In-Market Behavior (Option to Purchase)
Daily Arrivals	Monthly Exposures and Arrivals	POI Map
Day of Arrival	Campaign Performance	Trips by POI
Visitation by Market Cluster	Days to Arrival	Trips by POI Over Time
Visitation by County & Region	Arrival Lift™	POI Cross-Visitation
Visitation by Distance	Stay Lift™	POI Cross-Visitation by Category





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Duration of Stay by Distance	Repeat Visit Lift™	POI Foot Traffic
Visitation by Day of Arrival	Overnight Stays Lift™	Top Destination
Duration of Stay by Day of Arrival	Origin Markets	Arrival County Map (State Only)
Visited Locations	Arrivals by County & Region	Secondary Arrivals by County (State Only)
	Arrivals By US Market Cluster	Trips by Arrival County (State Only)
	Arrival Sequences	Trips by Arrival County Over Time (State Only)
	Arrivals by Click	
	Arrivals by Exposure Frequency	
	Arrivals by Time and Distance	
	Arrivals by Distance	
	Repeat Arrivals by Media	
	Repeat Arrival Rate by Media	

Arrivalist will invoice on or around as follows and Client will remit payment within thirty (30) days of receipt of invoice:

- January 7, 2020 - \$55,000
- July 7, 2020 - \$55,000
- January 7, 2021 - \$55,000
- July 7, 2021 - \$55,000



# 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: 12/12/2019

PR No:

Requestor: Jennifer Adams

Phone No: 609-3897

Department/Division: Tourist Development

Item Description: Attribution research - technology analyzes how, when and where a visitor arrives after being exposed to marketing messages

Vendor: Arrivalist

Vendor's Address: 1460 Broadway 6th Floor  
New York, NY 10036

Vendor's Telephone No: charles@arrivalist.com

Point of Contact: Charles Lewis

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

**REVIEW BY OMB AND PURCHASING**

Approved:

OMB and Purchasing Department Comments:

Denied:

OMB Director Signature

Date

Attribution is a key economic impact measurement criteria that helps analyze visitation directly connected to media exposure. This technology analyzes how, when and where a visitor arrives after being exposed to marketing messages. This allows identification of incremental revenue generated directly from ad spend - tourism marketing's ROI. It also provides another data point beyond VISA to analyze origin markets and behavior in market. And, it helps analyze the media buy to determine which campaigns may be more effective at driving visits.

The agency had capabilities presentations from two potential partners - Adara and Arrivalist - and is recommending Arrivalist because it is the only company in the marketplace that tracks in-destination behavior, using proprietary, patent pending technology to link internet users exposed to a Destination's online owned and paid media with verifiable arrivals in the Destination to evaluate media effectiveness:

- **Arrival Lift** - Lift in Arrivals to a Destination from media exposed users when compared to a control group
- **Stay Lift** – Lift in time spent in Destination from media exposed users when compared to a control group
- **Repeat Visit Lift** – Lift in repeat visits to a Destination from media exposed users when compared to a control group
- **Stay Duration** – Amount of time spent at the destination and at points of interest within the destination

In addition to these proprietary metrics, Arrivalist provides year-round tracking of visitation, including key Points of Interest (POI's).

Arrivalist's patents may be referenced here:

<https://patents.google.com/patent/US20140019230A1/en?assignee=arrivalist>

While there are multiple vendors of attribution technology, Arrivalist provides the most robust functional/performance requirements through its patent pending technology including tracking in-destination behavior and is the most economically feasible given the enhanced functionality.



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

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **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

*OKALOOSA COUNTY*

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><b>LIMIT</b></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**

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.

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.

*OKALOOSA COUNTY*

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.

*OKALOOSA COUNTY*



**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 Arrivalist, 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: 12/27/2019

SIGNATURE: 

COMPANY: Arrivalist

NAME: Arlo Laitin  
(Typed or Printed)

ADDRESS: PO BOX 230199  
New York, NY 10023

TITLE: ARO

E-MAIL: arlo@arrivalist.com

PHONE NO.: 977-677-8222