EXECUTIVE SUMMARY

Recommendation to approve Tourist Development Tax funding and an Exemption of Competition for website services with Miles Partnership, LLP, in the annual amount of $300,000, authorize the Chairman to execute the attached contract, and make a finding that this expenditure promotes tourism.

OBJECTIVE: Approval of waiver of competition for Miles Partnership to provide ongoing tourism website services to the Tourism Division.

CONSIDERATIONS: Miles Partnership is the recognized leader in design, maintenance, analytic measurement, innovation for destination marketing organization websites. Over the past 60 years, Miles has delivered forward thinking marketing solutions to tourism marketing organizations throughout Florida and the nation. Collier County has worked with this company for the past 15 years to provide a state of the art website experience for our visitors.

The attached website plan has been carefully created to deliver optimum website results for the Naples, Marco Island, Everglades area of Florida. Miles has just completed a complete redesign of a new state of the art tourism website and launched it to the public on February 15, 2018. We have invested annually a total of $175,000 in website services and the just launched new website represents an investment of $150,000. It is built on the latest design technology to deliver a quality viewer experience in any format from desktop computer to smart phone. This long-term investment in website technology represents a sound investment for the future for the Tourism Division with Miles, and to interrupt this relationship would cause us a great loss in money and time to recreate what we have in place. For these reasons, it would be in the best interest of the County to continue this relationship with Miles for website services into the future by waiving the competitive process for these services.

The proposed contract attached represents a multiple year arrangement, renewable each year at the discretion of the County. Miles has guaranteed the current pricing for three years at a total cost of $300,000 including all hosting, maintenance, analytic reporting and service enhancements. The services provided will be as follows:

<table>
<thead>
<tr>
<th>Monthly Services</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website Account Management &amp; Strategy</td>
<td>$23,400</td>
</tr>
<tr>
<td>Google Analytics &amp; Reporting</td>
<td>$18,000</td>
</tr>
<tr>
<td>Search Engine Optimization Service</td>
<td>$14,760</td>
</tr>
<tr>
<td>Get Smart Content Strategy</td>
<td>$25,200</td>
</tr>
<tr>
<td>Development &amp; Maintenance Support</td>
<td>$29,000</td>
</tr>
<tr>
<td>Website Hosting</td>
<td>$21,840</td>
</tr>
<tr>
<td><strong>Monthly Services Annual Total:</strong></td>
<td><strong>$132,200</strong></td>
</tr>
<tr>
<td>Web Enhancements (Scope Estimates for each project pre-approved by County)</td>
<td>$167,800</td>
</tr>
<tr>
<td><strong>Total (Monthly Services and Enhancements)</strong></td>
<td><strong>$300,000</strong></td>
</tr>
</tbody>
</table>
This purchase is pursuant to Section 8.9 of the Procurement Ordinance 2017-08, in which to maintain existing licenses and compatibility with the existing system are a category of procurements which are eligible for exemption to the competitive process based upon the lack of available competition and the determination that such an exemption is in the best interest of the County. The Procurement Director approved exemption form is attached.

**FISCAL IMPACT:** $300,000 is included in the BCC approved FY 18 Tourism Division in Fund 184, Contractual Services.

**GROWTH MANAGEMENT IMPACT:** There is no impact to the Growth Management Plan with this Executive Summary

**LEGAL CONSIDERATIONS:** This item is approved as to form and legality and requires majority vote for approval. – CMG

**ADVISORY BOARD ACTION:** This Waiver and Contract will be reviewed on February 26, 2018 by the Tourist Development Council.

**RECOMMENDATION:** Recommendation to approve Tourist Development Tax funding and an Exemption of Competition for website with Miles Partnership, LLP, in the annual amount of $300,000, authorize the Chairman to execute the attached contract and make a finding that this expenditure promotes tourism.

Prepared by: Jack Wert, Tourism Director

Attachments:

(1) Approved Waiver Form
(2) Miles Partnership Contract for Website Services
GENERAL SERVICE AGREEMENT (NON-SOLICITATION)

# 18-7309-WV

for

TOURISM WEBSITE SERVICES

THIS AGREEMENT, made and entered into on this ________ day of __________ 20_____, by and between Miles Partnership, LLLP ____________, authorized to do business in the State of Florida, whose business address is 6751 Professional Parkway West, Suite 200, Sarasota, Florida 34240, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County").

WITNESSETH:

1. AGREEMENT TERM. The Agreement shall be for a _______________ (___) year period, commencing ☐ upon the date of Board approval ☐ on __February 27, 2018____ and terminating on __September 30, 2021____ (___) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for n/a (___) additional n/a (___) year(s) periods. The County shall give the Contractor written notice of the County’s intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County’s intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. COMMENCEMENT OF SERVICES. The Contractor shall commence the work upon issuance of a ☐ Purchase Order ☐ Notice to Proceed.

3. STATEMENT OF WORK. The Contractor, as a ☐ sole source, ☐ single source, an ☐ exemption and shall provide/purchase design, creation, maintenance, analytics, and future enhancements and improvements to tourism promotion agency websites in accordance with ☐ the terms and conditions of this Agreement ☐ Exhibit A – Scope of Services, attached to this Agreement ☐ Exhibit A – Scope of Services, attached to this Agreement and Contractor’s proposal referred to herein and made an integral part of this Agreement.
3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

4. THE AGREEMENT SUM

☐ The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of ____________________ ($_________), per County fiscal year, based on units/services furnished per Exhibit B - Fee Schedule, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

☐ The County shall pay the Contractor for the performance of this Agreement based on Exhibit B - Fee Schedule, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

☐ The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of ____________________ ($_________), per County fiscal year, based on units/services furnished pursuant to the quoted priced offered by the Contractor in response to a specific Request for Quotation and pursuant to Price Methodology in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County’s Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Price Methodology (as selected below):

☐ Lump Sum (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County’s project manager before payment for the fixed price contract is authorized.

☐ Time and Materials: The County agrees to pay the contractor for the amount of labor time spent by the contractor’s employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of
materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

☐ **Unit Price:** The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 ☐ **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.

Reimbursements shall be at the following rates:

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate/Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>$0.44.5 per mile</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$6.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$11.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$19.00</td>
</tr>
<tr>
<td>Airfare</td>
<td>Actual ticket cost limited to tourist or coach class fare</td>
</tr>
<tr>
<td>Rental car</td>
<td>Actual rental cost limited to compact or standard-size vehicles</td>
</tr>
<tr>
<td>Lodging</td>
<td>Actual cost of lodging at single occupancy rate with a cap of no more than $150.00 per night</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost of parking</td>
</tr>
<tr>
<td>Taxi or Airport Limousine</td>
<td>Actual cost of either taxi or airport limousine</td>
</tr>
</tbody>
</table>

Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.
5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Miles Partnership, LLLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>6751 Professional Parkway, Suite 200</td>
</tr>
<tr>
<td></td>
<td>Sarasota, Florida 34240</td>
</tr>
<tr>
<td>Authorized Agent:</td>
<td>David Burgess, President</td>
</tr>
<tr>
<td>Attention Name &amp; Title:</td>
<td>Nicole Brownell</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(941) 544-7622</td>
</tr>
<tr>
<td>E-Mail(s):</td>
<td><a href="mailto:David.Burgess@milespartnership.com">David.Burgess@milespartnership.com</a></td>
</tr>
</tbody>
</table>

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

<table>
<thead>
<tr>
<th>Board of County Commissioners for Collier County, Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Director: Jack Wert</td>
</tr>
<tr>
<td>Division Name:  Tourism</td>
</tr>
<tr>
<td>Address:       2660 N. Horseshoe Drive, Suite 105</td>
</tr>
<tr>
<td>Naples, Florida 34104</td>
</tr>
<tr>
<td>Administrative Agent/PM: Jack Wert</td>
</tr>
<tr>
<td>Telephone:     (239) 252-2384</td>
</tr>
<tr>
<td>E-Mail(s):     <a href="mailto:Jack.Wert@colliercountyfl.gov">Jack.Wert@colliercountyfl.gov</a></td>
</tr>
</tbody>
</table>

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be
procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Consultant or if the County or its authorized representative shall deem any conduct on the part of the Consultant to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor’s recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

   A. [ ] **Commercial General Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

   B. [ ] **Business Auto Liability:** Coverage shall have minimum limits of $500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
C. □ Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $1,000,000 for each accident.

D. □ Professional Liability: Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $___________ each claim and aggregate.

E. □ Cyber Liability: Coverage shall have minimum limits of $___________ per claim.

F. □ _______________: Coverage shall have minimum limits of $___________ per claim.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an “Additional Insured” on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. INDEMNIFICATION. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this
Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor’s obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. AGREEMENT ADMINISTRATION. This Agreement shall be administered on behalf of the County by the Tourism Division.

15. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

16. COMPONENT PARTS OF THIS AGREEMENT. This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: CONTRACTOR'S PROPOSAL, INSURANCE CERTIFICATE(S), EXHIBIT A FEE SCHEDULE, EXHIBIT B SCOPE OF SERVICES, SUBSEQUENT QUOTES, AND OTHER EXHIBIT/ATTACHMENT: CONTRACTUAL TERM.

17. APPLICABILITY. Sections corresponding to any checked box (☑) expressly apply to the terms of this Agreement.

18. SUBJECT TO APPROPRIATION. It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

**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:**

**Communication and Customer Relations Division**  
3299 Tamiami Trail East, Suite 102  
Naples, FL 34112-5746  
Telephone: (239) 252-8383

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon
request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.

22. **PAYMENTS WITHHELD.** The County may decline to approve any Application for Payment, or portions thereof, because of defective or incomplete work, subsequently discovered evidence or subsequent inspections. The Contractor may nullify the whole or any part of any approval for payment previously issued and the Contractor may withhold any payments otherwise due Contractor under this Agreement or any other Agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable faking of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other Agreement between Contractor and the County.

23. **CLEAN UP.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.

24. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.
25. **WARRANTY.** Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

26. **TESTS AND INSPECTIONS.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

27. **PROTECTION OF WORK.**

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County’s separate Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County’s benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.
28. **SUBMITTALS AND SUBSTITUTIONS.** Any substitution of products/materials from specifications shall be approved in writing by the County in advance.

29. **CHANGES IN THE WORK.** The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon modification of the Purchase Order by the County, and the County shall not be liable to the Contractor for any increased compensation without such modification. No officer, employee or agent of the County is authorized to direct any extra or changed work orally. Any modifications to this Agreement shall be in compliance with the County Procurement Ordinance and Procedures in effect at the time such modifications are authorized.

30. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

31. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

32. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County’s staff person who would make the presentation of any settlement reached at mediation to County’s board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

33. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

34. **KEY PERSONNEL.** The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service
dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

☐ AGREEMENT STAFFING. The Contractor’s personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

35. ☐ ORDER OF PRECEDENCE. In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor’s Proposal, and/or the County’s Board approved Executive Summary, the Contract Documents shall take precedence.

☐ ORDER OF PRECEDENCE (Grant Funded). In the event of any conflict between or among the terms of any of the Contract Documents and/or the County’s Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.

36. ASSIGNMENT. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County’s consent, shall be void. 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.

37. SECURITY. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor’s employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County
facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

38. **SAFETY.** All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

*(Intentionally left blank -signature page to follow)*
IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:
Dwight E. Brock, Clerk of Courts
By: _________________________
Dated: _______________________
(SEAL)

Contractor's Witnesses:

Lisa Hill
Contractor's First Witness

Type/print witness name

Jay Scallen
Contractor's Second Witness

Type/print witness name

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: ANDY SOLIS, Chairman

Miles Partnership, LLP
Contractor
By: _________________________

Signature
DAVID BURGESS, PRESIDENT

Type/print signature and title

Approved as to Form and Legality:

County Attorney

Print Name
Exhibit A

Scope of Services

☐ following this page (pages 1 through 6)

☐ this exhibit is not applicable
EXHIBIT A - SCOPE OF SERVICES
Agreement #18-7309

1. Website Account Management & Strategy Services:

Miles account management teams provide ongoing account management, strategy and consultation. The account team will be available to support the County in new trends, technologies, next steps and platform growth. Miles will provide on-site analysis needs, special projects and as needed consult. Miles continually discuss what other ongoing needs may be, so Miles analyze, optimize and evolve the website and digital programs.

- Miles will help by identifying areas of challenge and opportunity and offer specific recommendations for improvement against the critical objectives defined for all Paradise Coast sites
- Miles will advise Paradise Coast, strategically factoring in their benchmarks, KPI’s and long-term goals
- Miles will be available to support Paradise Coast in any applicable areas needed to ensure success
- Time for Q&A and consultation on "hot button issues"
- Industry award support and submissions
- Miles will bring current trends and research to Paradise Coast, keeping them in the know of industry trends and data
- Miles will hold bi-weekly status updates and meetings reporting on actionable items
- Administrative work including scope preparations, invoicing and billing needs
- This work includes the time of Paradise Coast's dedicated Account Director, Project Manager, Senior Team Members and Strategic Staff

Depending on the depth of the follow-up required, hours may also be used to support specific implementation in terms of design or online marketing consulting, technical advice, etc.

Alternatively, a separate scope of work for more in-depth support will be prepared as part of the Web Enhancements budget.

2. Google Analytics & Associated Miles Support & Services:

Ongoing Support & Reporting

Web metrics have little value unless they are analyzed, and specific insights, information and recommendations for action made. The monthly reporting is designed to highlight critical metrics, and to clearly show trends and context – from which recommendations for changes can be made. Additional services include removal of bots and spam links to site, new data insights, comparative for paid advertising, sitemap submissions and usage of data to support all other Paradise Coast programs.
Paradise Coast will gain critical website monitoring and management services that include:

- Enhanced reporting including digital ‘Dashboard’ through Sweet Spot
- Tracking, segmenting and interpreting site visitation statistics
- Optimizing content, site navigation, page layout, forms and overall site effectiveness
- Coordination of monthly reporting calls with all Paradise Coast partners
- Assessing different media campaign impacts and measuring visitor demographics and behavior
- Year to Date statistics and future campaigns will be integrated into reporting

Miles will provide monthly reporting on website performance data, booking reports, and email campaigns in addition to coordinating and leading the monthly partner reporting meeting. Annual site reports will be provided for all Paradise Coast sites.

Data Analysis

Essential to the success of this program is someone with the time, focus and attention to perform the querying, reporting and interpretation required to get full value from this Google Analytics and Google Tag Manager. Miles shall dedicate a full-time analyst (Senior Analyst) plus support staff to undertake the setup and operation of Google Analytics and (with input from VP of Media & Analytics and Director of Online Marketing) to report from and interpret Google Analytics data.

3. Search Engine Optimization Services:

BrightEdge is the most powerful tool on the market available to content creators to plan, optimize and measure online content based on actual organic performance—this at fraction of the cost of paid ad campaigns. Through the ongoing use of BrightEdge’s enterprise-level SEO tool, Miles will continue to ensure Paradise Coast’s content remains highly visible to relevant search engines, with a goal of steady growth in organic traffic. This monthly cost includes the license fee, plus six hours of optimization, analysis and reporting each month to improve organic traffic.

Miles will continue to maintain and update the target keyword opportunities list of up to 500 keywords in BrightEdge, incorporating additions tied to new content added to the site. Miles will continue to ensure that Paradise Coast has optimal integration and set up in BrightEdge including Google Webmaster Tools, Google Analytics and page groupings.

Each month, Miles will provide SEO support services based on this quarterly plan to include:

- Pairing target keywords with corresponding content in BrightEdge
- Where content is not ranking optimally for the target keywords, implement on-page updates to title tags, meta descriptions, headings, page copy, alt tags etc. to improve performance.
- Track work and corresponding results with the new BrightEdge Campaign tools
- Provide keyword research and SEO tagging recommendations for new content created by Paradise Coast.
- Recommend topics for content development based on keyword research
- Review of keywords that competitor sites rank on that Paradise Coast does not
- Review technical SEO audits to identify issues and recommend remedies
- Perform backlink analysis, opportunity identification, solicitation and optimization
- Reviewing the cost and performance of paid keyword advertising to identify opportunities to improve organic performance of high-cost keywords and supply recommendations to the paid search agency on possible keyword opportunities for high-value organic keywords where Paradise Coast is struggling to compete organically

4. Get Smart Content Strategy Services:

The Get Smart Content is a proprietary tool trusted by many DMOs to serve personalized content on their websites. By the continuation of Get Smart on the County’s website, the County will have the ability to quickly and easily target content to consumers based on user’s geographic and behavioral data. The Get Smart Content Services includes the $900 monthly license fee and ten hours a month of optimization services. Services are inclusive of ongoing strategy and target audience/persona identification, monthly homepage panel creation for each market markets, A/B testing, SIT sticky footer creation, fly in campaign and modal campaign creation, and monthly reporting. Miles also provide previous engagement strategy, presenting different content for a current site visitor who has previously visited the site.

Strategy to include:
- Homepage panels targeted by geographic location
- Previous Engagement related panels and content
- Fly in Campaigns
- Modal Campaigns
- Targeted Get Smart Content for seasonal and cultural campaigns
- **Monthly panel development and reporting:**
  - Get Smart Content driven homepage panels
  - Miles to provide the development of the panels including art, text and layout. Miles will provide Paradise Coast the layouts of the monthly panels for approval. Miles will provide reporting for new segments and campaigns inclusive in the reporting.
5. Development & Maintenance Support Services:

Miles to provide support and maintenance to the Paradise Coast team to meet development needs. This includes monthly tweaks, requests, database maintenance, security updates and Drupal updates and fulfillment of requests submitted by Paradise Agency for Paradise Coast needs and campaigns. This also includes the utilization of the Data Engine service and the Data Engine Team to support the over 2,414 partner listings and events.

Maintenance includes but not limited to the support of Miles 24/7 Response team. Simply email Response@milespartnership.com, site fixes, and questions related to exploration of site changes, answering questions, and additional site related edits, updates, and fixes.

6. Website Hosting Services

Miles partners with Acquia Cloud Hosting to provide a hosting environment with the highest security and reliability available. Miles utilizes a cloud environment with Acquia which allows us to keep up with the ever-changing bandwidth needed for each website. Much as homes and offices power themselves from an electric grid, a cloud server environment is characterized by on-demand availability of resources in a dynamic and scalable fashion. Whereas traditional servers had a limited capacity, cloud servers allow us to automatically shift resources (e.g., virtual machines) to keep up with varying and unpredictable workloads.

Acquia Cloud is a fully integrated PaaS (Platform as a Service) hosting solution consisting of the Drupal CMS layer, Acquia’s Orchestration Layer and the Infrastructure Layer. Acquia Cloud is optimized for building, deploying and managing Drupal digital experiences—and to scale from an entry level to an enterprise level solution as needed.

Security

Security is built into the core of the Acquia Cloud platform through the combination of advanced technology and an elite team of security professionals. Members of the Acquia security team are recognized experts in the field, obsessive about digital security and plugged into the Drupal community. Acquia takes this responsibility very seriously and works in lock step with the Drupal security committee to keep the Acquia Cloud platform up to date on all security releases.

Support

Acquia is the industry expert when it comes to Drupal. Some of the best Drupalists in the world are Acquia employees, and are dedicated to bringing their knowledge and expertise to Acquia clients. Beyond Drupal expertise, Acquia is the only vendor to offer 24x7 support, Drupal application support and a 99.95% uptime SLA for the platform, and Drupal applications. Acquia is here to help clients succeed every step of the way. Miles also provides 24/7 third-party monitoring on all websites to alert us should any issues occur.
Architecture and Environment
The County's dedicated hosting environment at Acquia will be hosted with Amazon Web Services Cloud hosting and will consist of:

- Two load balanced web servers
- Redundant database servers
- High-performance GFS redundant/clustered file storage
- Web Application Firewall (WAF) to prevent application attacks, malicious bots and DDOS attack
- High-performance, worldwide Content Delivery Network (CDN)

Backup
Miles has a multilayer disaster recovery plan, which is implemented at both Miles' local development/production facility in Sarasota, FL, and at Acquia's AWS hosting facility. At the Miles production facility in Sarasota, all source code is backed up via internal code versioning repository.

The backups are done in the following procedural timeline:
- Daily incremental backups
- Weekly full backups
- Monthly full backups
- Daily replication of data to Rackspace
- All backed-up data at the local development/production facility is then stored at an offsite location in case the production center meets an unforeseen catastrophe.

Based on Paradise Coast's current site traffic on all sites and monthly page views, Miles recommends a shared server cluster with two load-balanced web servers running dedicated database server in a high availability configuration backed up by a spare database server. It includes the cost of a firewall, load balancer, backups, monitoring and the expertise and time of Miles Director of Systems & Development and Linux Systems Administrator.

The monthly cost also includes configuration with the Enterprise Cloudflare account at a flat rate regardless of bandwidth used. Cloudflare provides CDN, WAF, and DDoS protection mentioned above.

Sites covered:
- paradisecoast.com
- data.paradisecoast.com
- book.paradisecoast.com
- paradisecoast.com.br
- paradisecoast.de
- paradisecoast.co.uk
7. Web Enhancements Services:

The purpose of this service is to continue to expand, iterate and evolve the Paradise Coast web platform and grow and support the needs of the destination. This work is part of the annual budget and is allocated for Website Enhancements and related work.

Website Enhancements is inclusive of the needed migration of the International Sites into the streamlined and more agile platform of Drupal, the Sports Site migration, annual data pulls to support the Paradise Coast visitors guide and partner request and Emergency Procedures support and activation.

This budget also encompasses new product fees and solutions, content creation and development of campaign landing pages to support both media and agency needs.

Before incurring any fees, a scope of services and project fees will be negotiated and agreed in writing, in the form of an Amendment by the Contractor and the County.
Exhibit B

Fee Schedule

☐ following this page (pages ___ through ___)

☐ this exhibit is not applicable
### EXHIBIT B - FEE SCHEDULE
**Agreement #18-7309**

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Fee</th>
<th>Monthly Lump Sum Payment</th>
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</thead>
<tbody>
<tr>
<td>1. Website Account Management &amp; Strategy Services</td>
<td>$23,400</td>
<td>$1,950</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Google Analytics &amp; Associated Miles Support &amp; Services</td>
<td>$18,000</td>
<td>$1,300</td>
</tr>
<tr>
<td>(Fee includes $200 monthly fee for Sweet Spot Platform)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Search Engine Optimization Services</td>
<td>$14,760</td>
<td>$1,230</td>
</tr>
<tr>
<td>(Fee includes $780 per month support and $450 per month license from BrightEdge. The BrightEdge license fee covers keyword tracking and management for up to 500 keywords. Additional keywords can be added for $0.85 per keyword per month (in minimum blocks of 100 keywords).)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Get Smart Content Strategy Services</td>
<td>$25,200</td>
<td>$2,100</td>
</tr>
<tr>
<td>(Fee includes $1,300/month for support $800/month license fee for Monthly Usage for 12 months. This includes 50,000 impressions, unlimited segments and real-time reporting.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Development &amp; Maintenance Support</td>
<td>$29,000</td>
<td>$2,405</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>6. Website Hosting Services</td>
<td>$21,840</td>
<td>$1,820</td>
</tr>
<tr>
<td>(Fee includes $910/month Leisure Drupal Site &amp; $910/Month Sports, Meetings and International Sites.)</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>On-Time Lump Sum Fee</th>
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<tbody>
<tr>
<td>2. Google Analytics &amp; Associated Miles Support &amp; Services</td>
<td>Sweet Spot Platform</td>
</tr>
<tr>
<td></td>
<td>$2,400</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Budget</th>
<th>Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>7. Web Enhancements</td>
<td>$167,800</td>
<td>$130</td>
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<tr>
<td>Before incurring any fees, a scope of services and project fees will be negotiated and agreed in writing, in the form of an Amendment by the Contractor and the County.</td>
<td></td>
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</tbody>
</table>
Other Exhibit/Attachment

Description: Contractual Term

☐ following this page (pages ___ through ___)

☐ this exhibit is not applicable
EXHIBIT C – CONTRACTUAL TERM
Agreement #18-7309

The parties agree the Agreement contractual term will coincide with the County's Fiscal year, as follows:

<table>
<thead>
<tr>
<th>County Fiscal Year</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY-2018</td>
<td>*February 27, 2018 through September 30, 2018</td>
</tr>
<tr>
<td>FY-2019</td>
<td>October 1, 2018 through September 30, 2019</td>
</tr>
<tr>
<td>FY-2020</td>
<td>October 1, 2019 through September 30, 2020</td>
</tr>
<tr>
<td>FY-2021</td>
<td>October 1, 2020 through September 30, 2021</td>
</tr>
</tbody>
</table>

*The annual payment amount during FY18 will be $175,000 (prorated for 7 months through 9/30/18).*
**Collier County**

**Waiver Request Form**

**Instructions**

Completed waiver requests accompanied by any associated backup documentation (sole source letter, business case, etc.) must be submitted to the division's Procurement Strategist for any procurement, without competition, in excess of $3,000. Waiver requests greater than $50,000 will require approval by the Board of County Commissioners.

**Sole source** refers to a procurement where the selection of one particular supplier to the exclusion of all others may be based on a lack of competition, proprietary technology, copyright, warranty or a supplier's unique capability.

**Single source** refers to a procurement directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

<table>
<thead>
<tr>
<th>Requester Name:</th>
<th>Jack Wert</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item/Service:</strong></td>
<td>Tourism Website Services</td>
</tr>
<tr>
<td><strong>Division:</strong></td>
<td>Tourism</td>
</tr>
<tr>
<td><strong>Vendor Name:</strong></td>
<td>Miles Partnership LLLP</td>
</tr>
<tr>
<td><strong>Fiscal Year:</strong></td>
<td>FY 18</td>
</tr>
<tr>
<td><strong>Requested Date Range:</strong></td>
<td>FY 16, FY 19</td>
</tr>
<tr>
<td><strong>Anticipated Cost per Fiscal Year:</strong></td>
<td>$300,000</td>
</tr>
<tr>
<td><strong>Sole Source:</strong></td>
<td>✓</td>
</tr>
<tr>
<td><strong>Multiple Purchases:</strong></td>
<td>✓</td>
</tr>
</tbody>
</table>

**Description of Purchase:** Enter a description of the item(s) that will be purchased under this waiver.

Design, creation, maintenance, analytics and technology enhancements for the current Tourism Division website at www.paradisecoast.com, and future improvements to that consumer facing website. Plus the other Tourism Division websites for Sports (sportsinparadise.com); Film (Shootinparadise.com); meetings (meetinparadise.com) and three international websites in German (paradisecoast.de); UK (paradisecoast.co.uk) and Brazil (paradisecoast.br). The uninterrupted delivery of these mission critical website services to potential visitors are paramount to our tourism promotion efforts to remain competitive in our current leadership position in the world-wide tourism industry.

**Purpose:** Describe in detail, the purpose of the requested item(s) and why it is essential to County operations.

We are requesting an exemption from the competitive process in accordance with paragraph 9 in the BCC approved Procurement Policy. Miles Partnership has proprietary technology and intimate knowledge of designing, building, maintaining and enhancing tourism promotion agency websites. This unique knowledge has enabled our tourism bureau to build and maintain a nationally acclaimed tourism industry website. In order to maintain our destination’s market position, we must continue to use this vendor and to take advantage of their vast expertise in this industry. The County owns all of the intellectual property on the current website and Miles Partnership owns the database system that houses all of our data, listings and photography on this website. It is essential to maintain this working relationship with Miles Partnership in order to keep our leadership position in the tourism industry. We have just invested $150,000 in the development of our totally new consumer facing website with Miles Partnership that will go live on February 15, 2018. To switch vendors now will result in a considerable loss of time in start up with another vendor, and a very costly rebuilding of our data on a new vendor’s data management platform at an additional projected cost of $100,000 to the County.

**Explanation:** Why is this a single or sole source?

* How was the decision made to use this vendor? Miles Partnership was chosen as our website vendor in 2013 in a competitive solicitation managed by the County Procurement following the BCC approved Purchasing Policy. Their expertise was far superior to other bidders and the relationship has been highly professional. Miles has been the number one successful bidder in each of the previous solicitations for these website services back to 2005.

* What is the Cost/Benefit of using or continuing to use this vendor? The cost savings to the County to continue using Miles Partnership for our tourism website services would be at least $100,000 and about 6 months in time to rebuild eight websites with a new vendor. During that time we would lose tremendous market share of visitors to other competing destinations with active, working websites.

* What Research has been done on alternatives? We have solicited these services numerous times, and there are only a few nationally renowned website development companies that specialize in destination marketing organization web design and maintenance. Miles has been the number one successful bidder each time we have solicited these services. They have developed the websites for numerous County, state and international destination marketing organizations including, Visit Florida, Visit Colorado, Visit Louisiana, and Washington DC. They are based in Sarasota Florida in close proximity to us for hands on assistance in any situation. They have worked side by side with us in Emergency Situations to stay in contact with our needs and attract visitors through their website systems. They are the top company in their field and help us to be the same among our competition.

* Why is this a Sole/Single Source? Miles Partnership is a Single Source for tour tourism marketing organization websites because they have the industry leading expertise for building the most up to date technology websites and deliver the best product, service and expertise for website services. We are an industry leader and innovator due in great part to the expertise of Miles Partnership.

**Date of BCC standardization (if applicable):** 13-6109

**BCC Item number:** 13-6109

It is a felony to knowingly circumvent a competitive process for commodities or services by fraudulently specifying sole source. Florida Statute 838.22(2).

**Requested by:** Jack Wert

**Division Director:** Jack Wert

**Procurement Strategist:** [Signature]

**Procurement Director or designee:** [Signature]

**For Procurement Use Only:**

<table>
<thead>
<tr>
<th>FY18 Approval</th>
<th>FY19 Approval</th>
<th>Multi-Year Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Signature:** Jack Wert

**Date:** 2/8/2018

**Signature:** Jack Wert

**Date:** 2/8/2018

**Signature:** [Signature]

**Date:** 2/14/18

**Signature:** [Signature]

**Date:** 2/14/18

February 26, 2018
New Business 7-C
28 of 28

Waiver Form Ver. 1 - 8/25/2017