AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25ᵗʰ Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Daruma Tech, LLC**, located at 3651 FAU Blvd., Boca Raton, FL 33431, possessing FEIN# <u>46-3804284</u> (hereinafter referred to as "FIRM") under seal for the Destination Mobile App, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

<u>Marion County Bid #22P-135 - Destination Mobile App, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.</u>

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term.
- A. This Agreement shall commence effective November 15, 2022, and shall continue through November 1, 2025 (the "Initial Term"), with an option of two (2), annual renewals, pending mutual agreement (collectively the "Term").
- B. The mobile application must be delivered by April 26, 2023, the remainder of the contract will continue for annual maintenance and upgrades.
- C. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services.
- A. FIRM shall complete the Work for Project 22P-135, more fully set forth on the Scope of Work, Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.
- B. The Parties acknowledge that the Scope of Work includes several optional items that may be purchased by COUNTY during the Term at the prices set forth in the Fee Schedule (defined below).
- C. The Parties acknowledge that the Scope of Work contains certain Project milestones that must be timely met by FIRM.

Section 5 – Compensation.
- A. COUNTY shall make payment to FIRM, (the "Agreement Price") per the fee schedule found in Exhibit A hereto located at Subsection "N" therein and entitled the Fee Schedule or Pricing Proposal - 10.05.2022 (the "Fee Schedule"). The Parties acknowledge that the Fee Schedule includes optional items which may be purchased by COUNTY from FIRM at the prices listed therein.
- B. Payment shall be made by COUNTY to FIRM under COUNTY's established procedure, and upon completion of each Work milestone set forth in the Fee Schedule. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.
- C. There shall be no provisions for pricing adjustments during the Initial Term. An annual increase not to exceed three percent (3%) may be requested by FIRM with each renewal, <u>no later than</u> 60 days prior to the anniversary date. Any pricing increase must be made by mutual agreement.

D. Notwithstanding anything to the contrary set forth in the Scope of Work at Exhibit A, COUNTY shall not be obligated to pay FIRM any per diem and travel expense in excess of the standardized rates authorized under Section 112.061, Florida Statutes (2022).

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide 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;
- 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.
- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY
Coverage must be afforded under a Commercial General Liability policy with limits not less than
- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.
- In the event the FIRM does not own vehicles, the FIRM 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 Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.

f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.

g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.

h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.

i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.

j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.
A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:

a. 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, F.S., or

b. Engaged in business operations in Cuba or Syria.

2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:

a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or

b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:

a. Submitted a false certification as provided under Section 287.135(5), F.S., or

b. Been placed 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, F.S.

2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

a. Submitted a false certification as provided under Section 287.135(5), F.S.;

b. Been placed 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, F.S.; or

c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:

a. Submitted a false certification as provided under Section 287.135(5), F.S.;

b. Been placed 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, F.S.;

c. Been engaged in business operations in Cuba or Syria; or

d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:

a. Submitted a false certification as provided under Section 287.135(5), F.S.;

b. Been placed 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, F.S.; or

c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and

2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – SCOPE OF WORK, EXHIBIT B – FEE SCHEDULE.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Daruma Tech, LLC
                    3651 FAU Blvd., Boca Raton, FL 33431
                    CONTACT PERSON: Robert Kennedy | Phone: 561-715-9119

COUNTY: Marion County Visitors and Convention Bureau
                    c/o Marion County, a political subdivision of the State of Florida
                    601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

                    Procurement Services Director
                    Marion County Procurement Services Department
                    2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: rob@darumatech.com and info@darumatech.com. Designation signifies FIRM's election to accept notices solely by e-mail.

    IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

_____ 11/15/2022
GREGORY C. HARRELL,   DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____ 12/02/2022
FOR: MATTHEW G. MINTER,   DATE
MARION COUNTY ATTORNEY

WITNESS:

_____
SIGNATURE
Susan Erickson
PRINTED NAME

WITNESS:

_____
SIGNATURE
Marla Hernandez
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

_____ 11/15/2022
CRAIG CURRY   DATE
CHAIRMAN

BCC APPROVED: November 15, 2022
22P-135 | Destination Mobile App

DARUMA TECH, LLC

_____
BY: 11/10/22
                            DATE
Robert Kennedy
PRINTED:
CEO
ITS: (TITLE)

Scope of Work

Daruma will develop a destination mobile app for Marion County that allows users to display information about a specific location while trip planning and additional information while using the app at or near the location using a variety of location features. Daruma has experience developing apps that leverage all the location features mentioned in the RFP including phone location (GPS fence), QR codes, and proximity beacons. Examples of these projects and references have been provided.

The second requirement in the Scope of Work is a guide that users can use to plan, book, share and explore Marion County to encourage tourism and bring attention to the variety of destination options. Daruma has developed mobile apps with the requested features including apps for local, state, and national regions. Many of these apps were developed using Daruma's "Local Explorers" mobile content management system developed specifically to power "support local" initiatives. The Local Explorer platform was designed and developed to allow Daruma to quickly develop mobile apps, websites, and social media widgets. The platform as a services ("PaaS") is cloud-native on Azure, modular and highly customizable. Additional information regarding the Local Explorers platform is provided in this proposal.

A summary of the key features include:

- Directory with categorization filters, favorites, and social sharing features. Points of Interest feature hot spots will open detailed pages with additional information when clicked.

- Custom mapping including support for third-party mapping services

- Support for a wide variety of media including Images, video, 360 video, audio, 3D animation,

- Augmented Reality

- Deals, coupons, and ticketing

- Photo frames and filters

- Feedback, content moderation and flagging of objectionable content

- Trip planning features

- Multi-lingual support (machine and human localizations)

- Transportation integration – including multi-modal transit options such as public transit, bike-sharing services, and ride-sharing services like Lyft and Uber.

- Advertising and promotion features available

Technical Features

- Mobile web content is SEO friendly and can be managed by staff. We also provide the option to delegate content management to others such as an attraction or restaurant so that they can manage their own content.
- In addition to providing Google Analytics, we also provide app-specific analytics based on user engagement such as POI favorites, route planning, and sharing metrics, and location engagement metrics both in planning and on-site in-app.
- Cross-platform solution designed and developed to run on all modern browsers for Windows, Mac and Linux desktop environments and mobile devices such as iOS and Android.
- Tiered application security and delegated admin support. Active Directory (AD) admin support is available.
- All data is encrypted in transit using SSL.
- Solution can be self-hosted on Windows Servers or easily hosted as a cloud-native app with high scalability in Microsoft Azure for 99.95% uptime. We monitor apps 24x7x365 for security, and performance.
- Web apps are compliant with current ADA standards and designed to integrate with popular accessibility tools like accessiBe and UserWay.org to ensure compliance and offer additional accessibility options.
- App publishing - we can publish the app using your iTunes and Google Play accounts or we can use our accounts – the choice is Marion County's.

Implementation and Integration

Marion County has several options available with our Local Explorers platform. We recommend starting with our fully managed and monitored Azure PaaS and if the need arises in the future, we can easily migrate the app to any of the other self-hosted options. Our solution is designed to run on Microsoft Server technologies including Windows Server and Microsoft SQL Server, which can be managed by Marion County's current IT management team or by Daruma's managed services team.

Hosting options available include:

1. Hosted by Daruma on Azure using the existing multi-tenant Local Explorers PaaS platform.
2. Self-hosted as a cloud-native solution using Marion County's Azure account.
3. Self-hosted on Marion County Windows Server infrastructure located in Marion County's data center or AWS, Azure, or other Windows server infrastructure.

Implementation Requirements

Daruma Tech is a Gold Certified Microsoft Partner and follows best practices when managing its IT projects including project management methodologies. We use Microsoft Teams to communicate and manage projects with most customers and we use Azure DevOps when managing Microsoft technology projects. Change management, testing, bug reporting, tasking, and project management at the developer level is managed in Azure DevOps.

Data Conversion

We will have no problem importing current SQL data that Marion County would like to see in the app. During the clarity phase of the project, we will identify all the required data including validation after import.

System Testing

We will provide Marion County with a test plan that covers the mobile app for Android, iOS, and web app and we will provide as requested, 3 tests prior to go-live. Post-launch, we also test changes prior to publishing updates and will typically seek client approval prior to releasing an updated app to the stores for general availability.

Project Management & Reporting

As mentioned earlier, we follow best practices when managing IT projects. For Microsoft based tech stack solutions such as our Local Explorer projects, this is managed using Azure DevOps including:

Azure Boards	Kanban boards, interactive backlogs, and powerful planning tools. Unparalleled traceability and reporting
Azure Repos	Git hosting with effective code reviews, repositories
Azure Pipelines	Build, test, and deploy to the cloud, on-premises
Azure Test Plans	Test often and release with confidence

Training and Knowledge Transfer

We will train and support MBCC staff as defined in the RFP. This technical and functional training will be custom-tailored to MBCC and delivered in the format desired by Marion County. We recommend on-site initial training, and periodic remote training when new features or changes are made to the system. We will develop and provide documentation and training materials.

Additions

Our Local Explorers platform has the capability of handling all the requirements mentioned in the RFP and has additional features and refinements that we have developed based on user feedback from our clients and their end-users over the past 9 years. The RFP has specifically identified the following items that we will deliver:

- The mobile app will be available as a link on the website and open as a mobile website, or downloaded as a mobile app published in iTunes and Google Play. There will be no cost to end-users to download and use the app.
- The app will have a search tool and filters for categories of places to enhance the user experience.
- The app will link and/or sync with data on the Marion County website where possible and link to Marion County social media sites and third-party providers.
- We will provide creative and graphic design specs to Marion County Visitors and Convention Bureau.

Should we be selected to build this app, we will work closely with MBCC to review additional features that we have available that MBCC can include in their app if desired. These additional features include:

Gamification	End-user content flagging and blocking	Sponsored ads and listings
Curated lists and routes	Local business and POI self-managed content	

daruma
TECH
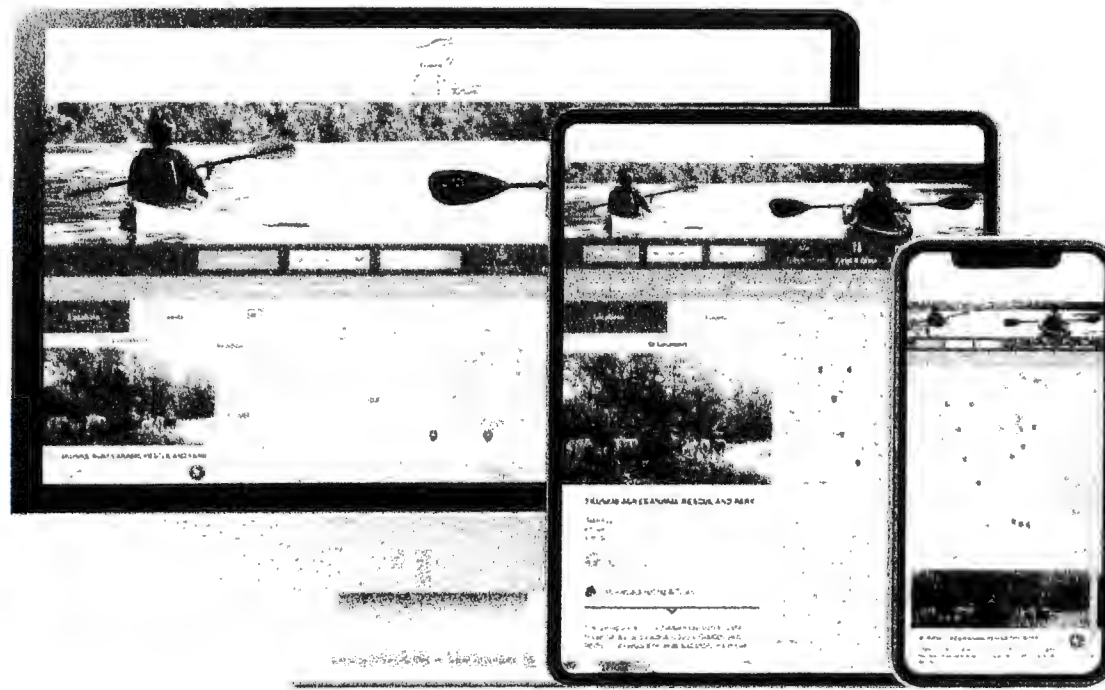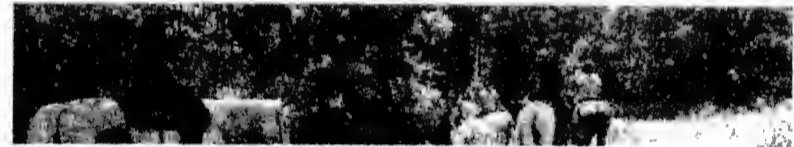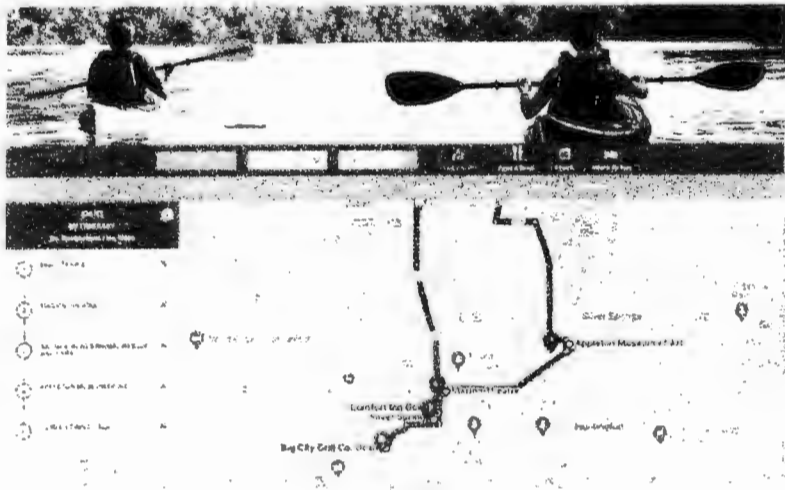
SKUNKIE ACRES ANIMAL RESCUE
AND PARK

LOCAL EXPLORERS

**GET READY
TO ATTRACT
MORE VISITORS!**

Intro

Shoppers and tourists are on the move again, and they're hungry for new experiences. And if you represent a guild, community association, or tourism bureau, now's the time to let them know what your members have in store for them.

Local Explorers is your solution. Our cost-effective, award-winning mobile apps, branded for your guild or association, not only help app users discover and access your members' offerings, they incentivize users to visit, shop, and even promote member businesses to their friends.

They also give your members an easy and effective way to promote their events and special offers to interested shoppers and visitors. Whether you represent a historic district, a craft beverage guild, or a state, province, or region seeking to promote its specialty products, Local Explorers can help you bring new visitors and customers in—and keep them coming back!

> "Daruma Tech's expertise and strong reputation creating apps made them a natural choice to build our Grow and Fortify app as Daruma Tech came highly recommended to build a truly impactful experience for the consumer and the included businesses. Daruma Tech's track record of success in supporting its clients' marketing efforts was another major selling point. In addition, the app will support both businesses and consumers navigating the challenges of COVID-19."
>
> Jim Bauckman,
> Communications Director, Maryland Grow & Fortify

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Trail App

Discover. Shop. Share. Repeat.

Our Clients
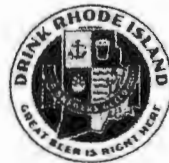
Branding

Custom branding with your logo and theme colors ensures your app will be as distinctive and memorable as the local products and attractions you're promoting. And with attractive localized branding, users won't forget who's sending them on their adventures.

RI Brewery Passport

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Location Directory

Users can toggle between a map view and list view of participating locations to help them plan and map out their next adventures. Clicking on individual entries gives users detailed information about their hours, activities, and offerings.

Location Detail

Each participating location gets a page where it can post directions, hours of operation, photos, promotions, website links, and information on products and upcoming events—everything needed to entice potential visitors. This is also where app users can check in and get their digital passport stamps after they've seen what's on offer and dropped in for a visit.
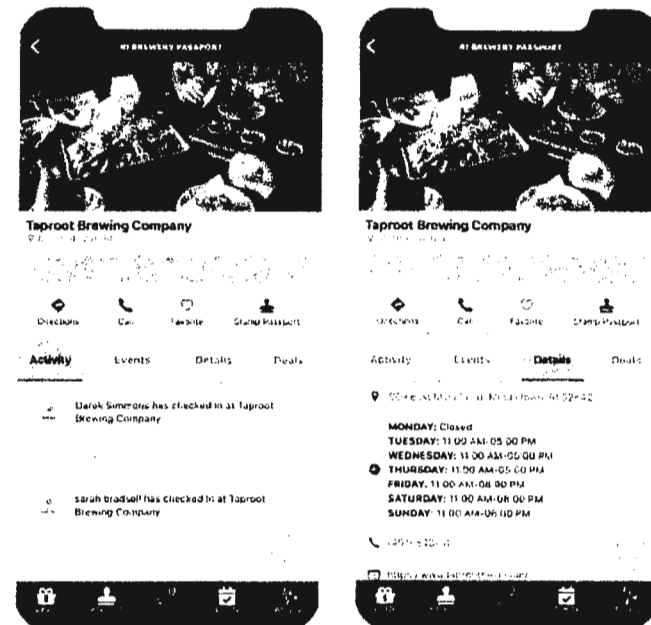
Social Sharing

Nothing is more compelling than word-of-mouth endorsements from friends. The trail app lets users share their visits and check-ins on Twitter and Facebook, offering your members added high-impact visibility with no added effort or cost.

Events

Members can quickly and easily post and update information on upcoming events—including dates, times, locations, and links to ticket sale sites—ensuring app users are always the first to know when something exciting is coming up.
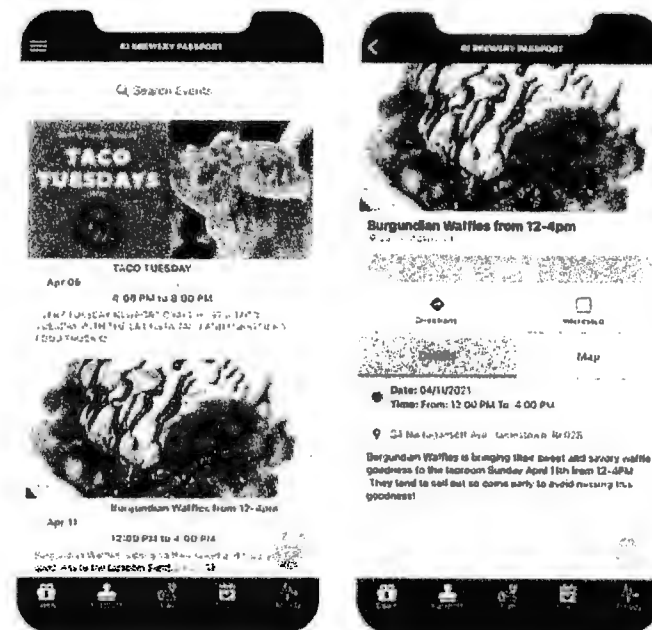
Deals

Deals are a great way to bring new customers in and repeat customers back. Members can easily post their upcoming deals on the app, where they'll appear in a user-friendly, regularly updated list of current deals. This list gives app users an easy way to save money while exploring new locations.

Co-op Advertising & Sponsors

Members can build brand recognition by purchasing attractive banner ads or logo ads. This gives them added visibility while making the app even more affordable for you and your association—a win-win for everyone.

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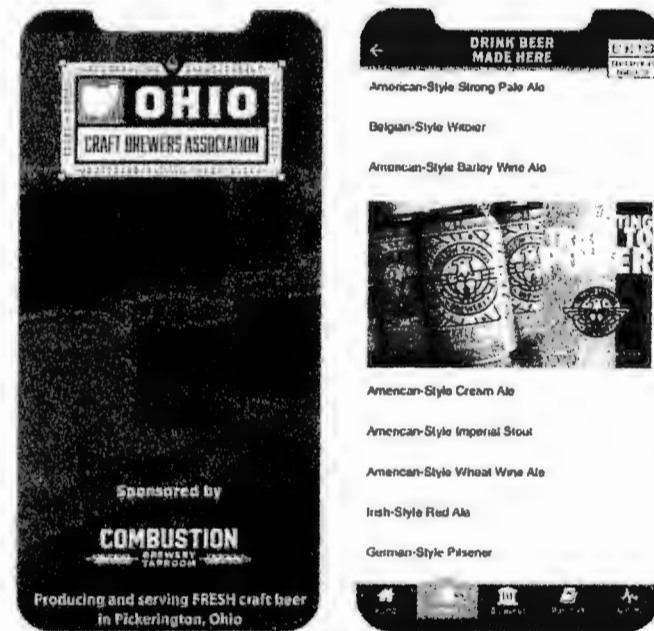
Profile

Users each get a customer profile page where all their prefer-ences can be stored—from wish lists to favorite locations and self-designed trails to plans for future events. This is also where they can see the badges they've earned and see notifications.
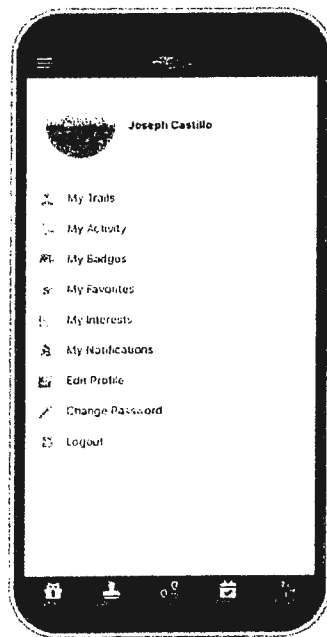
Push Notifications

Push notifications keep interested shoppers and visitors up to speed about time-sensitive news they can use and act on—such as grand openings, special events and promotions, and more. The app lets you schedule posts in advance or send them instantly.

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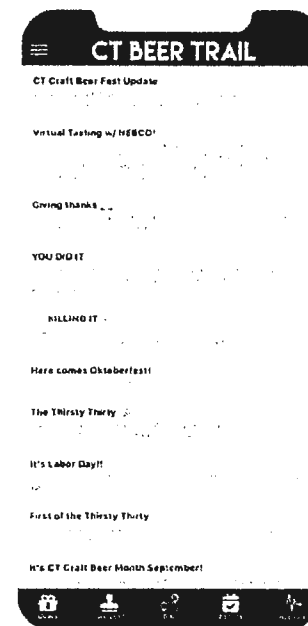
Passport Loyalty Program

The app's digital passport program drives foot traffic by rewarding repeat customers and incentivizing first-time visitors—all without the hassle of easily misplaced paper passports. Users earn stamps automatically by checking in with the app at participating locations, freeing front-line staff from checking and stamping physical passports during busy service hours. The app tracks passport stamps automatically, giving participating businesses and attractions valuable insight on visitor preferences and patterns.

Passport Rewards & Badges

Badges, rewards, and gamification motivate app users to keep exploring—and entice others to join the fun.

- Users can watch their passport stamps add up towards digital badges and other prizes of your choice—from stickers to branded T-shirts and more.
- They can see themselves move up the leaderboard as they explore new venues, collect more stamps, and race to become the top explorer.
- Even better, users can share news of their prizes and great experiences with other app users, which in turn gets more visitors through your members' doors.

Multilingual

Eager explorers can come from anywhere, and you need to be ready to welcome them. The Explorer App's multilingual functionality makes it easy to bring the world to your door.
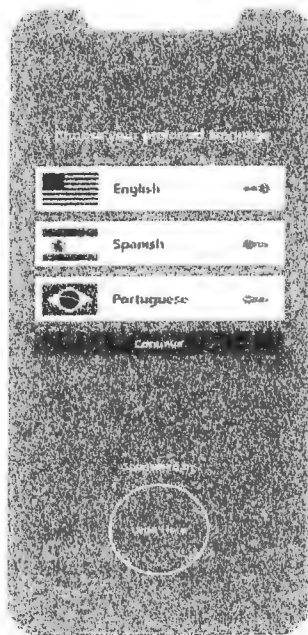
Self-Guided Trails/Tours

Users can create their own self-guided tours by selecting the locations of their choice from either the list view or map view. Curated trails will be saved to the user's profile to guide future adventures.

Explorer App

Everything in Trail App and more!

Our Clients

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Curated Trails/Tours

Engage enthusiastic niche audiences and promote members who serve them by creating curated trails and tours. Your tours can highlight a geographic region, product type, or other special feature—such as dog-friendly or woman-owned businesses. Create as many trails as you like and change or remove them as visitor interests evolve.

Festivals

Ditch the expensive paper programs and ensure visitors get the most from your festivals with an attractive, customized festival page on the Explorer App. Here, app users can get all the info they need for a great experience—from locations, booth numbers, event times, food offerings, links to ticket sales, and more—right on their phones.

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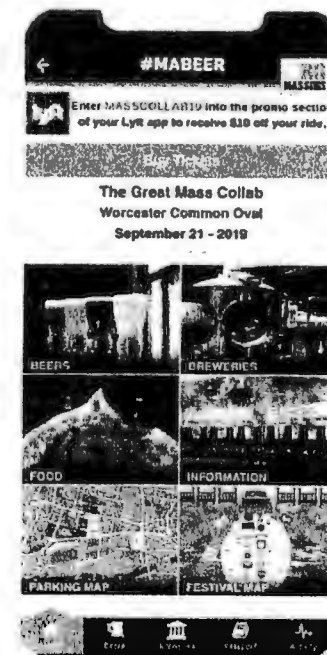
News

Keep shoppers and visitors up to speed by posting your latest news, from grand openings to special events to trends to look out for.

Photobooth

Explorers love to share their adventures on social media—and this means opportunity for you. The photobooth's selfie frames, branded with your logo and colors, not only create great souvenirs but are a powerful way to promote your members and community to new audiences.

Products

The Explorer App lets eager shoppers get all the details on your members' products before they buy. App users can explore product listings by product type and geographical location, and even get a list of suggested products based on previous searches and favorites.

Suggested Locations and Product views

The Explorer App recommends locations and products to help users discover the hidden gems in your community—places off the beaten track and special products they're sure to enjoy.

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Custom App

Our Clients

Our Platform

Local Explorers mobile content management system (MCMS) is a feature-rich mobile platform that enables Economic and Tourism Development Councils to engage, manage and monetize their users anytime, anywhere. Daruma Tech creates immersive mobile experiences for Apple iOS and Android devices with pre-packaged mobile solutions.

- Mobile Content Management
- Customer Engagement
- Engagemnet Analytics
- Member Management
- Memberships
- Delegated Admins
- Reward Management
- Passport Management
- Push Notification
- Locations by Group
- Advertising
- Festivals

CRAFT BEER SUMMIT 2019

Taste OF NOVA SCOTIA

PEARL STREET BREWERY

BREWERS NEW YORK STATE ASSOCIATION

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Self-Hosting Technical Requirements

Hardware

Database server:	Multi-core or multi-processor Intel Xeon 2 GHz w/ 2 MB cache (or better) 32GB RAM, SSD Drives
Application server:	Multi-core or multi-processor Intel Xeon 2 GHz w/ 2 MB cache (or better) 32 GB RAM, SSD Drives
Network Adapter	Gigabit or higher

Software

Database server: MS SQL Server 2019

Application server:

- Operating System
- IIS

- Windows Server 2019
- 10.0

Cloud-Native Mobile CMS

Our Local Explorers platform was designed and developed using Azure DevOps to run as a native-cloud app on Microsoft Azure. This tight integration provides for a highly streamlined developer environment hosted on a highly scalable, secure enterprise-grade web app with a service-level agreement (SLA)-backed uptime of 99.95%.

Azure DevOps

Local Explorers is currently developed and maintained using Azure DevOps. Azure DevOps provides robust developer services allowing our teams to plan work, collaborate on code development, and build and deploy applications. Azure DevOps supports a collaborative culture and set of processes that bring together developers, project managers, and contributors. It allows us to create and improve products at a faster pace than traditional software development approaches.

We currently use the following services:

- **Azure Repos** provides Git repositories or Team Foundation Version Control (TFVC) for source control of code.
- **Azure Pipelines** provides build and release services to support continuous integration and delivery of applications.
- **Azure Boards** delivers a suite of Agile tools to support planning and tracking work, code defects, and issues using Kanban and Scrum methods.
- **Azure Test Plans** provides several tools to test your apps, including manual/exploratory testing and continuous testing.

Azure App Service

Azure app service meets rigorous, enterprise-grade performance, and security and compliance requirements with a trusted, fully managed service that handles more than 60 billion requests per day.

- Fully managed service with built-in infrastructure maintenance, security patching, and scaling
- Built-in continuous integration and continuous delivery (CI/CD) and zero-downtime deployments
- Support for virtual networks, and the ability to run in an isolated and dedicated App Service Environment
- Rigorous security and compliance standards, including SOC and PCI, for seamless deployments in the cloud, in Azure Government
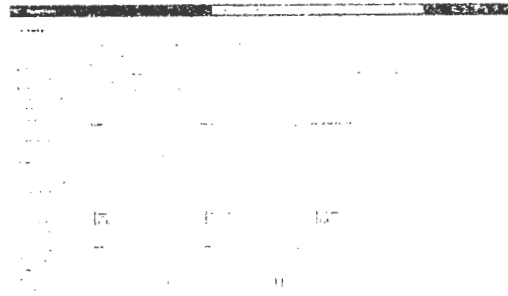
Azure SQL Database

Part of the Azure SQL family, Azure SQL Database is an always up-to-date, fully managed relational database service built for the cloud. Built with the simplicity and flexibility of a multi-model database that scales to meet demand. Azure SQL provides near real-time insights without impacting performance with Azure Synapse Link for SQL Database.

- Fully managed SQL database automates updates, provisioning, and backups
- Flexible and responsive serverless compute and Hyperscale storage rapidly adapts to changing requirements.
- Layers of protection, built-in controls, and intelligent threat detection keep data secure.
- Built-in AI and high availability maintain peak performance and durability with an SLA of up to 99.995 percent.

Security, Hosting, Disaster Recovery

ISO Certification

SO/IEC 27001 is the certified framework that Daruma uses to manage and protect internal and customer information. The standard represents the best practices of information security adapted worldwide. Earning the ISO 27001 certification demonstrates that we are invested in the people, processes, and technology. We can protect our clients three aspects of information: **Confidentiality, Integrity, and Availability.**

Daruma's IT Service Management processes remain aligned with international best practices. We continually benchmark how Daruma's managed services are delivered, how we can measure service levels and assess our performance. Coupled with our ISO 27001 certification, ISO 20000 enforces a measurable level of effectiveness and a culture of continual improvement at Daruma.

Hosting

Daruma provides secure managed hosting services at SSAE-16 & HIPAA compliant Tier 1 connected facilities with Level 3 technicians on-site 24x7x365.

Daruma designs, builds, and supports native cloud solutions and scalable private and hybrid cloud solutions.

Infrastructure and web sites are continuously monitored for uptime and key performance indicators from multiple locations.

Maintenance

Daruma regularly performs updates and maintenance on the service and apps through a weekly update process. This update process delivers security and minor service improvements monthly. Major updates are tested on staging servers or website prior to deployment on the production website. Server reboots and website updates are scheduled at off-peak hours, typically after normal working hours.

Critical security issues are addressed at more rapidly, frequently within hours of the issue identification.

Accessibility

Daruma is committed to making our websites accessible and user friendly to everyone, including those with disabilities. We follow relevant portions of the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 Level AA (WCAG 2.0 AA) as its web accessibility standard.

Disaster Recovery

Daruma provides policy-based, multi-location backup of all business-critical data under its management. Servers are backed up daily locally and offsite. Updates are tested on staging sites Point in time snapshots are created prior to upgrades to allow quick rollback

Web Hosting Service Level Agreement "SLA"

We guarantee 99.9% web server access and uptime. This guarantee assures that all major routing devices within our network are reachable from the global internet 100% of the time.

If Daruma does not meet this SLA, managed hosting clients will become eligible to request compensation for downtime reported by service monitoring logs. If customer is not directly responsible for causing the downtime, the customer will receive a credit for 10 times (1,000%) the actual amount of downtime. This means that if your webserver is unreachable for 1 hour (beyond the 0.1% allowed), you will receive 10 hours of credit.

All requests for compensation must be received within 5 business days of the incident in question. The amount of compensation may not exceed the customer's monthly recurring charge. This SLA does not apply for any month that the customer has been in breach of Daruma's Terms of Service or if the account is in default of payment.

N. Fee Schedule or Pricing Proposal - 10.5.2022

All prices are good for two years from the date of the Agreement. After two years, Daruma Tech will have the option to increase rates by 3% per year.

App Strategy, Architecture & Design		
Marion County Site Visits (Travel & Expenses Billed Separately)	$5,000	-
Content Collection, Page Creation & Data Migration	$5,000	-
Responsive Strategy, Usability & Design, Development	$15,000	-
Sitemap Consultation & Content Roadmap	included	-
Strategic Planning & Ideation	Included	-
Discovery Session	Included	-
Research & Findings Presentation	Included	-
Wireframes/Prototypes	Included	-
Digital Style Guide	Included	-
Interaction Design & Development	Included	-
CMS Development Assets	Included	-
Core App Development		
Local Explorers Content Management System (CMS)	$40,000	$12,000
Content Ownership	Included	Included
Calendar of Events	Included	Included
Coupons and Deals	Included	Included
User accounts and Profile management	Included	Included
Feedback and Support	Included	Included
Responsive GEO Triggers (Listings, Coupons, Events)	Included	Included
Add This Social Sharing	Included	Included
Photo frames	Included	Included
Site Search	Included	Included
Hosting and Sitewide SSL Certificate	Included	Included
Quality Assurance Testing	Included	Included
Staff Training	Included	Included
Maps Integration	Included	included
Analytics Google and In-app analytics	Included	Included
Push Notification Module	Included	Included
Curated Tour/Trip Module	Included	Included
Content Management Module	Included	Included
Geo Messaging Module	-	$1,200
Offsite Hosting		
Local Explorers Hosting, Monitoring, Support & Maintenance	-	$3,600
Subtotal		
Year One Total		

Marion County Self-Hosting Option

Self-Hosting Options	One-Time Cost	Annual Cost
Marion County On-Premises Server Hosting – Monitoring & Support	$2,500	$6,000
Marion County Azure Self Hosting – Monitoring & Support	$2,000	$4,000

Technical Requirements: Windows Server 2019, MS SQL 2019 or Azure Web App, Azure SQL and Azure Function

Optional Items

Optional Items for Consideration	One-Time Cost	Annual Cost
Multi-lingual mobile app (machine/human translation capable)	$12,000	$3,000
Google Translate Mobile Web	-	Included
Advertising Module	-	$500
News/Blog Module	-	$500
Lyft, Uber integration		$500
Deals & Coupon Module	-	$1,000
Weather Feed Integration	-	$500

Payment Schedule

We have proposed our standard payment terms and schedule below. Other arrangements, such as monthly or annual payments, can be discussed.

One-time Cost Payment Schedule	Amount
Project Deposit Equal to 1/3 of the One-time Cost Due Upon Contract Execution	$21,650
Balance of One-time Cost Due Upon Approval of Design	$21,650
Balance due when apps submitted to App Stores and Web app is live	$21,700

Annual Cost Payment Schedule	Amount
The First Quarterly Payment of $4,200 is Due Upon Design Approval; and Quarterly Payments of $4,200 Thereafter for the Term of the Agreement	$4,200

Additional Services & Rates

Description		
Graphic Design		
Additional Design Concept	$500 ea.	
Additional Selfie Frames	$85 ea.	
General graphic design - hourly rate	~~$100~~ $85 hr.	
Photography, Video & Editing	~~$100~~ $85 hr.	
Training session (2 hours of training with preparation time)	$350 /session	
App support	~~$85~~ $65/hr	
Web & mobile development hourly rate	~~$125 hr.~~ $100 hr	

Augmented Reality		
App Development, QA Testing, SDK		
Augmented Reality added to app (programming)	$5,000	
Augmented Reality SDK (Viro)	free	
QA testing including multiple site visits as needed	$1,500	
AR Content		
Creative services, art direction, video, and photo editing, etc. (20 hrs.)	$1,700	
Shoot green screen narrator for video for 1 day (10-15 clips)	$680	
3D stock animation converted to transparent GIF (3-4 animations)	$250	
3D rigged model converted for use in AR (1-2 models)	$170	
Budget for 3D model licensing* (2-3 3D rigged models)	$500	
3D model editing to more closely match Walk of Champions (18 hrs.)	$1,530	
Total Pilot Cost	**$11,330**	

Additional AR Experiences (future/updated content)

Add AR experience using 3D target/object	$250	
Add instant AR experience	$100	
Convert green screen video into alpha channel for AR	$85	
Convert 3D animation into alpha channel clip	$170	
3D Model editing & rigging	~~$100~~ $85/hr.	

* 3D Model Licensing Examples:

- These racehorses on Turbo Squid cost $250 each
- This horse and jockey costs $30 on cgtrader
- This 3D model of a horse costs $9.00 on Sketchfab

Each of these will probably need some editing for use in AR and to match a specific horse and jockey

Feature Development

Description		
Develop rewards program w/ badges		
Strategy, planning, program development, project management	$2,040	
Custom programming	$4,500	
QA testing	$750	
Badge development – creative	$500	
TOTAL	**$7,790**	
Modify Coupon/Voucher to N number per location		
Strategy, planning, program development, project management	$850	
Programming and APIs for admin	$2,250	
UI/UX Update for implementation on app	$2,250	
QA Testing	$250	
TOTAL	**$5,600**	

SaaS to Client Hosting Change (Change after initial launch)

Hosting Options		
Move from SaaS to client infrastructure		
Pre-move planning and prep	$700	
Migrate data for testing on staging site	$175	
Create test version of app for staging to test	$500	
Production data migration (during the night), testing	$500	
Documentation	included	

Recommended Travel Plan*

Meeting	Schedule
Project kickoff	1st week Dec.
Present design for final approval	3rd week Dec.
Development - Client site review	3rd week March

Optional

Training – Virtual, can also be planned in person	4th week February
Ocala Testing; Beacon, Geo Fence, AR Targets - Dev	January
Ocala Testing; Beacon, Geo Fence, AR Targets - Final	February

Expenses

Hotel – 2 rooms

Mileage – 263 miles each way; 526 round-trip

2 people per trip

*The above is a recommend travel plan based on the project schedule. If the client would like to schedule additonal trips, Daruma Tech is open to accommodate your needs.

Deals & Coupons

The difference between a Deal and a Coupon:

Deals are displayed in the app and available for a set time. They do not require redemption, and users can take advantage of the deal based on how long it is offered.

Example: Taco Tuesday – Buy one taco, get one free every Tuesday in October.

Coupons are displayed on the app. Each member business can set the "terms" of their coupon. Coupons require redemption and are similar to what is offered in your BandWango PWA.

Member businesses can create a coupon/voucher to use at their place of business. Each location can set the following for their coupon.

1. When the coupon is available in the mobile app or web app for the consumer to use. Start date and expiration date?
2. If and how often does the coupon resets for a user to take advantage of it again?
3. A coupon requires redemption. Based on the setting, a user may only use the coupon once.

Marion County can offer one or both features (we encourage you to do both) to its member businesses.

The module includes basic analytics on Coupons.

- How many active Coupons?
- How many have been redeemed in total, and at which location?

If additional analytics are required, they need to be defined, updated in development if required, and added to reporting.

We will migrate the current deals from BandWango to the new application.

Beta Testing Process

Mobile App

Testing is managed through the app stores. There are two levels of testing: Internal and Beta.

Internal Testing

Internal testers are set up in our developer account. Internal testers are a small set of users, including client-provided users and Daruma Tech QA testers, who review the app as development progresses.

We will need participating testers' email addresses that they use to log in to their app store account. For Android users, this is typically a Gmail address. For iOS users, it is the email address they use to log in to their apple account.

iOS users will receive an invitation to test using Apple's testing app Test Flight. Internal testers will receive iterations of the app during development to view, test, and provide feedback. Feedback can be provided through Test Flight and via email.
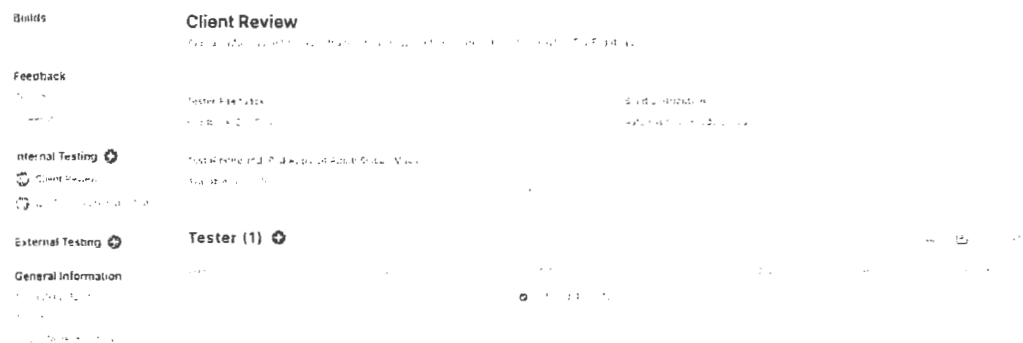
Android Testers will receive a link to download the app. There is an email address provided where they can send feedback.
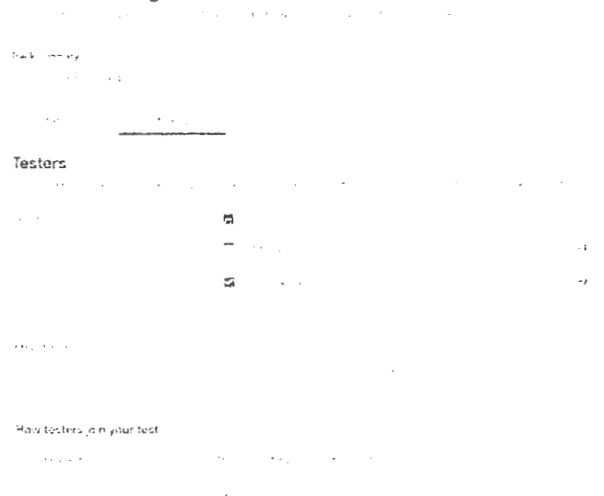
External Beta Testing

For external beta testing in iOS, we do not need to add users to our developer account. You can provide a list of email addresses we can invite to testing. These testers can share screenshots and feedback through the Test Flight app, or you can share a public link that anyone can access. You are allowed up to 10,000 External testers.
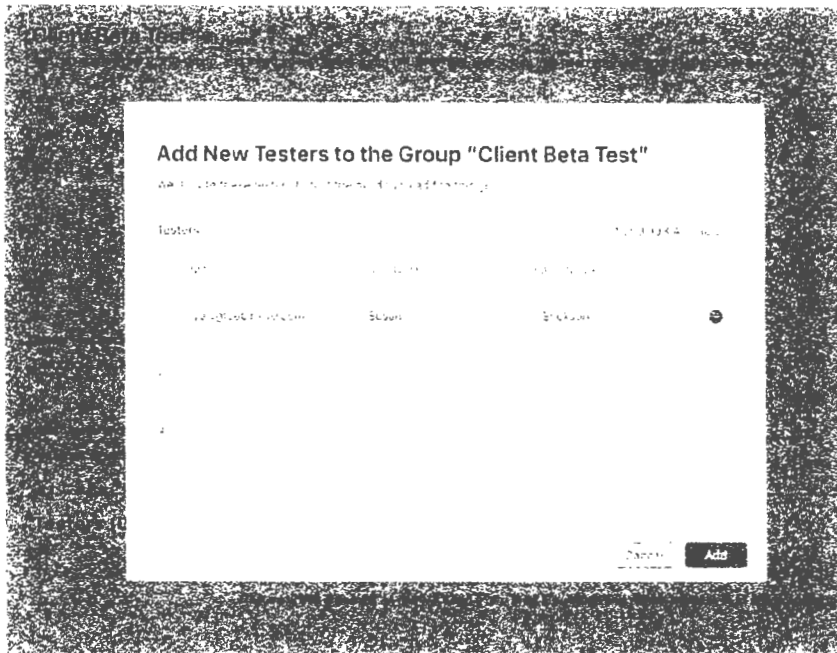
For Android apps, the External testing path is the same for beta testing as Internal testing.

Suppose you are interested in open testing where the public can test that app. In that case, we can discuss those options further.

Web App

The web app will be developed on a staging server using a staging URL. We will install a tool, Marker.io, to allow users to capture and add comments to any page to share feedback and report issues. This URL can be shared with any group of test users via email.

Feedback is captured in the Marker.io dashboard and sent to the DevOps team for review and evaluation.

For mobile and web Beta testing, you can decide how many testers you want to involve and how long you want to have the Beta period open. Typically, it is scheduled for 2 – 5 days, depending on the test participants.

Update & Improvements

Updates

Both mobile and web apps are monitored by analytic tools for performance issues, crashing, and other issues that may occur. We are proactive in updating the apps to ensure an excellent end-user experience.

Mobile Apps

Typically, an annual update is done when Apple and Google release their latest operating systems (OS). Any updates needed to ensure the app works with the new OS are made, so the app works on all the latest devices.

We also stay current on new app requirements to comply with app store policies. We receive notifications from Apple and Google when these changes are coming and the deadline for implementation. Generally, there is plenty of notice to plan for these updates.

Web App

Web apps require far less maintenance and support than mobile apps. All plugins, APIs, and integrations with our back-end CMS are maintained continually.

Our monthly/annual maintenance and support budget covers all the above.

Improvements

We are continually improving our features and rolling them out to our client apps where that feature is in use. We monitor user feedback, listen to client suggestions, and add improvements to the development based on the need of the community.

When new modules are developed for other projects that may benefit the community, we offer them to other customers at a reduced cost.

In the same spirit, if you are looking for a new feature, we would work with you to develop the requirements and specifications and create an estimate to implement the new feature. Often this is something that will benefit the community. In that case, we can offer the initial development at a lower cost and share the cost with the community.

Graphic Requirements

Mobile App

The following graphics are required from the client. We work with you to size items and generate the core app assets.

Core App Assets:

- Splash Screen
- App Store Icon
- Promo Graphic – Google Play Store only
- Header Image/logo
- Selfie Frames*

In-App Graphics

- Home Menu images – 10-12image used for navigation "images."
- Festival Menu Images (optional)

*We include 5 selfie frames in our proposal. Each additional selfie frame is $85

Web App

First, let me say that photography is what makes a web app look AMAZING. Based on what I see on your current web app, I think you are in good shape, and there won't be any need for stock photography.

All photography used on the web app should be licensed to the client to avoid any issues with copyrights. If any stock photography is used, it must be purchased and licensed by the client for use on the web.

Design Iterations

We include up to two designs. Minor updates to the selected design are expected and included.

The first design was created for the RFP. We will update these with your new branding and add some additional pages to include details we have discussed as part of the RFP process.

We will start the design process by reviewing the initial concepts with you and your staff to get feedback. From that meeting, we will update the prototype based on your feedback and generate a second design if needed.

We recommend that the initial design meeting should be in person. Design is visual, and so much gets lost in a virtual meeting. Any additional meetings can be done virtually to keep the design process moving and not incur excessive travel costs.

The cost for each new design past the first two - is estimated at $500.

Third-Party Integrations

We have two goals when integrating with third-party services. First, we want to avoid having to enter data into two different systems. The second goal is to provide end users a quick and responsive user experience. When possible, we will utilize the third-party API directly in the app. In some situations, we will need to use third-party APIs to sync information between Local Explorers and the third-party system. Our proposal includes implementing these services using a combination of both methods at no additional cost.

CRM

We have reviewed the integration with your CRM, and there will be no additional cost from Daruma with integrating with your CRM. As we move forward, we will develop a data management plan that details what data will be consumed directly and what data will be synced or imported.

ESRI

We have experience working with ESRI and using their services within the app where appropriate is included. There will be no additional cost from Daruma for the integration. As we move forward we will prepare a detailed data management plan that shows where we plan on using ESRI services.

Analytics

A variety of analytics is available for the mobile app and web app. These include:

FireBase App Analytics

Analytics are gathered using Google Firebase App Analytics. This will record downloads, installs, removals, sessions, page views, where users are coming from, and crash analytics.

App Analytics

Although Google provides an exhaustive set of analytics, we also collect specific data about user engagement and save this information in the database. This includes user activities, including individual page views, number of favorites, check-ins, interests, redemptions, etc.

Google Web Analytics

The web app will use the latest version of Google Analytics – Google Analytics 4. This data is collected by visitors to the web version of the app.

Dashboard

Data from all analytics sources are conveniently consolidated on a dashboard in the Local Explorers Admin portal. If desired, we can also provide access to the Google Firebase and Web Analytics accounts.

Member-specific dashboards are available to data points that relate specifically to their business.

We are continually updating and adding new data points and user data.

Taste

Active users

MAP VIEW

Map   Satellite

United States

Mexico

BY PLATFORM   DOWNLOADS, REMOVALS AND UPDATES

Included Options
QR Code Scanning

For the Walk of Champions or any other desired location, we can allow the user to scan a QR code in the app and display the information panel/page. The QR code can be generated from the Local Explorers Admin portal, and there is no limit to the number of locations you configure. The information panel/page can include text, photos, and video links.

These QR codes can be used for locations as envisioned, and they can also be used for events, special promotions, and other areas of the app. For example, you could have a special event, and the QR code could be added to a poster, advertising, and other printed media. Users will see the content and the banner to download the app when they scan the QR code.

Use Case #1 - Scanned from Mobile Camera (not the app).

When the user scans the QR code using the mobile phone's camera, a mobile web page is displayed with a banner suggesting they download the mobile app. A link to the App store will be presented.

Use Case #2 – Scan from within Mobile App.

When the user scans a QR code from the app, the app will open the content for that location. The content can be text, video, links, or other information.

There is no limit to the number of these locations that can include in the app.

GPS fence

The GPS fence can be used as a location alert to the user. These should be used carefully, so they do not annoy users, but they can be helpful. We think a good start is an alert when someone nears the Walk of Champions for the first time near the visitor center. If two locations are very close, we recommend adding beacons as an additional location device.

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Optional Technology Features

Beacons

Proximity beacons can present a message to a user when the user nears a beacon. They can provide more accurate location information. Beacons are more secure than a GPS fence in validating a user's location as they are tough to spoof. Beacons are also very useful for indoor locations where GPS signals are unavailable. The Local Explorers app supports beacons.+

The app will support unlimited beacons. The only cost is the cost of the beacon.

Augmented Reality

We envision approximately 15 interactive AR experiences for the app's initial launch. This would include a combination of different targets and content, including video and 3D animations. This is enough to get started with AR and see if this adds any value to the user experience.

We will work with you to define these further, but a suggested starting point is:

- 10 video spokesperson (alpha channel/green screen) - owner, trainer, or jockey talking about a particular horse
- 5 each 3D animated model used for:
    - 2 instant tracking 3D models
    - 3 models were converted to animated GIFs or alpha channel video

We can use a marker on a sign, and we would like to try and use an object, such as a physical sculpture, if possible.

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TECH

Quick Overview of Mixed Reality (AR and VR) Experiences

Markers, Targets, & Scanning

3D Object Scanning

A user scans the target, and then a photo and text appear. An example is a beer app we developed that allowed users to scan a beer bottle and then display information about the beer bottle.


https://vimeo.com/744732965

Another example is the Mercedes Benz car manual app that displays information about a car when the user scans a part of the car.

2D Targets/Marker

Two-dimensional objects, including murals, posters, and printed materials, are the most common and easiest to implement AR targets. A marker is a carefully crafted 2D design. These markers are easy for the phones to recognize and were the earliest targets used in AR. As mobile device image recognition has improved, this technique has become less popular, and images with suitable characteristics have become more popular.
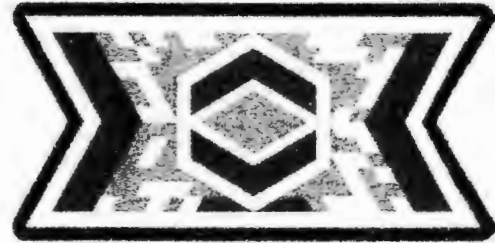
In the example below, the markerless targets were a coaster and a tent card. In the example below, the user scans the objects, and a 3D animation with sound appears.

https://vimeo.com/manage/videos/744721157
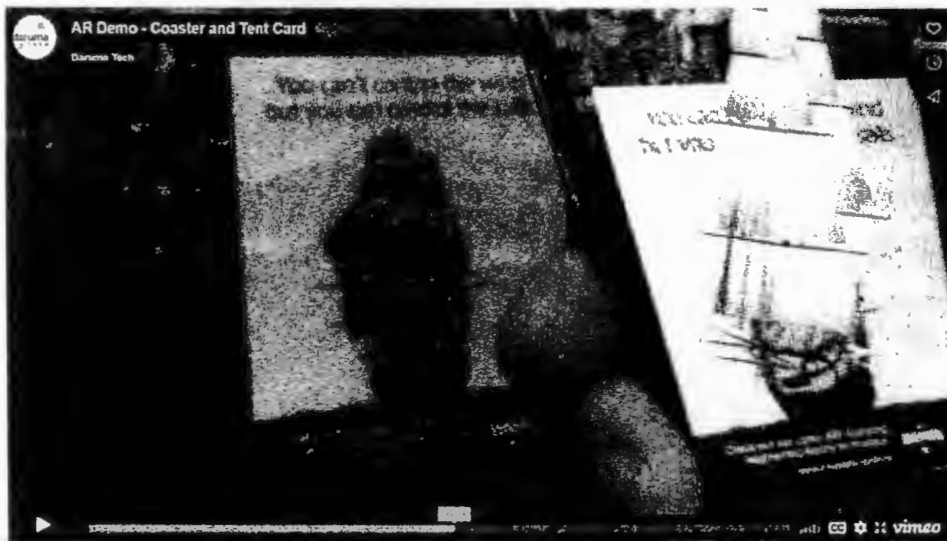
The airplane and boat were 3D objects purchased from a stock image website and modified by our graphic artists. The sound was added to make the experience more engaging.

These 3D models often require large data files & should be used sparingly in an app. If many models are required, we recommend moving the AR to a local/cloud approach which adds complexity and cost.

Instant Tracking or SLAM "Simultaneous Localization and Mapping"

Users can place virtual objects on a physical surface without a marker or target. Common examples include Ikea and Amazon – where users drop furniture or other items into the mobile display and arrange the objects for viewing in the object virtually in the room. The user can then take a photo and share it.

In the example below, Ikea allows users to see how a chair would look in their home. The user can place the virtual chair in the room to see how it would look using their phone.


https://youtu.be/UudV1VdFtuQ?t=24

Typical Content Used with AR

3D model

When the user scans the target, a 3D model appears that provides the user with a close-up of a 3D model. Users can view and manipulate the model.

For example, a 3D model of a sea turtle was developed for the Gumbo Limbo Turtle museum. Sea turtles shouldn't be handled by untrained humans. The AR experience allowed users to view the turtle closely and from all angles.

Here is an example of a 3D model we built for Gumbo Limbo Nature Center.
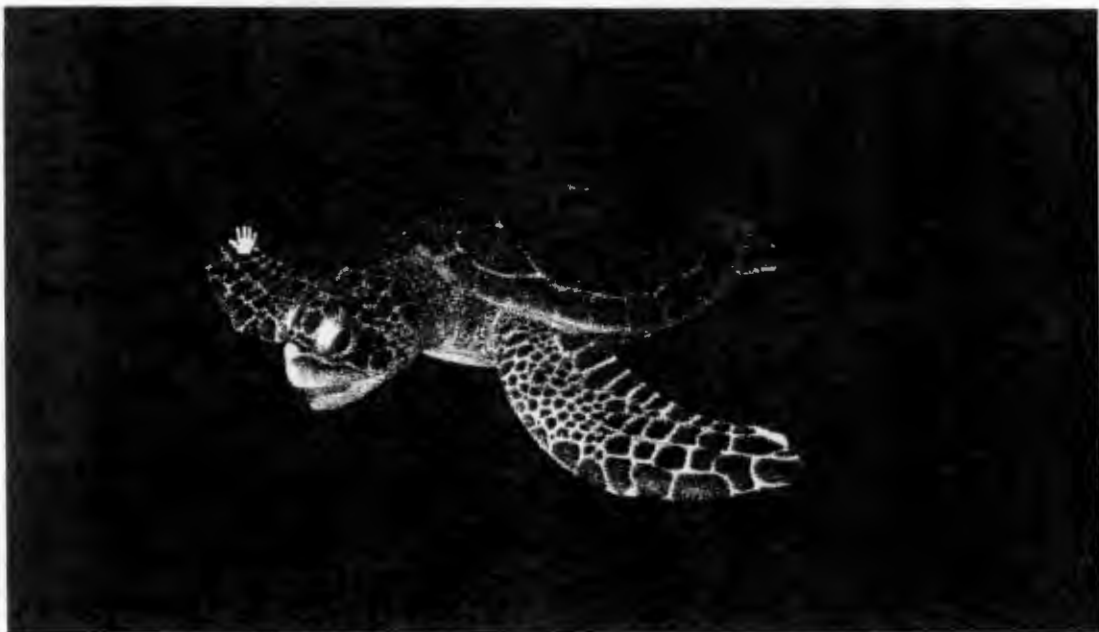
(100) Loggerhead Sea Turtle - 3D model by Rob Kennedy (@darumatech) [7aead09] (sketchfab.com)

Alpha Channel Videos

Spokesperson-style videos and videos of complex models can frequently be converted to Alpha Channel videos to reduce the space and improve performance.

These videos use a transparent background by creating an alpha channel mask for the video, masking out everything that should be transparent in black. This requires video editing software such as Adobe Premiere to create along with some know-how.

The alpha channel video is converted by the app into a video with a transparent video. An example is the cannon video below.


https://vimeo.com/manage/videos/747420431
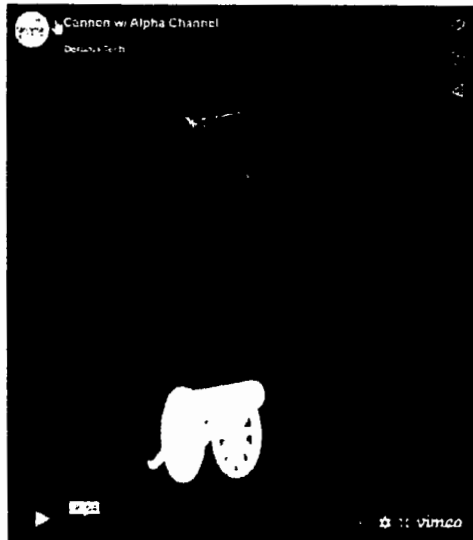
Video "Hologram" Guide (Alpha Channel Video)

This Alpha Channel video is typically shot using a green screen and then converted using video editing software to create the alpha channel mask.

When the user scans a target, a video of a person or animated character is displayed that narrates the scene. The narrator can be created using a video of a person taken with a green screen, or it can be an animated character.

A great example would be a jockey sharing his race experience while the looking at the statue of the horse he rode. Click here to view an example spokesperson taken on a green screen and then displayed on a website.
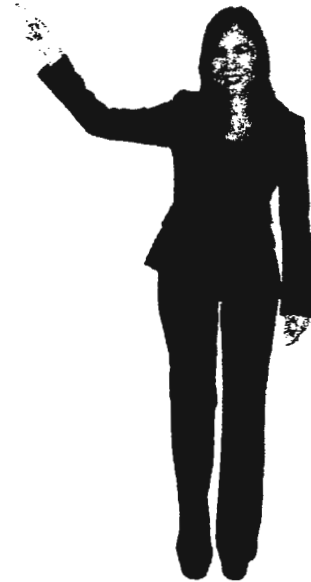
Animated GIF Video

When the user scans a 2D print, the app superimposes a video or transparent video over the target. For example, a painting or photograph can come alive when the user scans the artwork.

In the example below, we purchased a simple vector animation of an origami/ low poly chameleon from iStock for $12. We then had a graphic artist create an animated GIF in a couple of hours. The animated GIF is superimposed over the artwork and plays when the user taps the lizard.

https://vimeo.com/744697562