

RESOLUTION NO. 2019 - 22

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 19-09 AND TO EXECUTE AN AGREEMENT FOR SJC CULTURAL EVENTS DIVISION WEBSITE REDESIGN.**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with carbonhouse, LLC to provide redesign and develop the Cultural Events Division websites to enhance the websites' back end functionality and marketing capabilities while streamlining the user experience on the front end, as needed in accordance with RFP No: 19-09; and

**WHEREAS**, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for the Websites' Redesign in accordance with RFP No. 19-09; and

**WHEREAS**, through the County's formal RFP process, carbonhouse, LLC was selected as the highest ranked respondent to enter into contract with the County to perform the work referenced above; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

**WHEREAS**, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 19-09 to carbonhouse, LLC and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 19-09.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

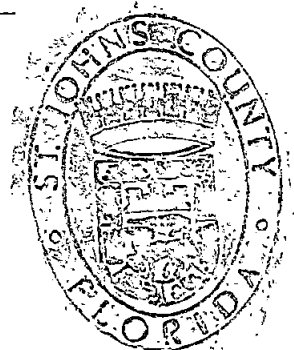
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15 day of January, 2019.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron  
Paul M. Waldron, Chair

**ATTEST:** Hunter S. Conrad, Clerk  
By: Sam Hatterman  
Deputy Clerk

**RENDITION DATE** 1/17/19



# carbon

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "**Agreement**"), dated as of \_\_\_\_\_, 2017 (the "**Effective Date**"), is entered into by and between \_\_\_\_\_ (the "**Client**") and [Carbonhouse LLC] DBA **CARBONHOUSE**, a Delaware Corporation ("**Carbonhouse**").

WHEREAS, Carbonhouse designs, develops and hosts websites, including for clients that require the ability to market and support ticketing demands of live music and sports events globally.

WHEREAS, Client owns and/or operates [name of venue/arena] where live sports and entertainment events take place and desires to engage Carbonhouse to provide such website design, development and hosting for the [name of venue's] website (the "**Website**"), on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and for other good and valuable consideration, the parties agree as follows:

1. **Term.**

The term of this Agreement will start on \_\_\_\_ (the "Effective Date"), and shall continue for three (3) years thereafter, i.e. until \_\_\_\_\_, and shall be automatically extended for successive one year periods (each, "Renewal Year") until either party provides the other party with written notice of its intention not to renew at least ninety (90) days prior to the end of the then current term.

2. **Definitions.** The following terms will have the defined meanings below:

(a) "**Authorized User**" means an employee of Client who has been authorized by the Client and assigned a unique username-password combination to access and use the Carbonhouse Platform.

(b) "**Carbonhouse Materials**" means any software programs, tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, data, databases, ideas, concepts, information, techniques or materials of any kind, including its proprietary content management system currently known as "Showtime," that are the proprietary property of Carbonhouse or provided by third parties and licensed to Carbonhouse and any of the above used or developed by Carbonhouse or its personnel in connection with providing the Carbonhouse Platform and related services, including any and all Feedback (as defined in Section 4(a)(i) herein).

(c) "**Carbonhouse Platform**" means Carbonhouse Materials and related services, as used, improved, developed or updated by Carbonhouse from time to time.

(d) "**Client Content**" means the Client website(s) files and content, including all Client Images.

(e) "**Client Group**" means Client's affiliates, subsidiaries and its related entities.

(f) "**Client Images**" means all creative, audiovisual, personal works and images, including any graphics, text, formats, characters, icons, information, data, sound recordings, and logos supplied by Client to Carbonhouse which are included in any work used in the Client website(s).

(g) "**Documentation**" means the user documentation for the Carbonhouse Platform that Carbonhouse makes generally available to users.

3. **Services.** Carbonhouse shall provide the following services to Client during the Term of the Agreement:

(a) **Website Design and Development Services.** Carbonhouse will design and develop Client's Website(s), on a schedule as mutually agreed by the Parties. The design and development of Website(s) will involve the following 4 phases:

i. Discovery Phase – During the Discovery Phase, Carbonhouse will work with Client to understand and document Client's overall marketing and technical goals and objectives for the Client Website(s). The purpose of the Discovery Phase is to allow the Carbonhouse team the ability to gain as much knowledge as possible regarding Client's brand and target audiences. Carbonhouse may:

- Review project requirement proposal prepared by Client;
- Conduct a requirement gathering exercise aimed at detailing the functional components and architecture of the desired website(s);
- Conduct stakeholder research;
- Conduct a content management/database needs assessment;
- Conduct competitive research; and
- Review Client materials including brochures, past Internet discovery documents, competitive websites (identified by Client), and other marketing collateral to develop business and functional specifications for the desired website(s) for approval by Client.

*Site Map:* To address the need for intuitive and streamlined navigation and usability, a series of site mapping exercises will be performed by Carbonhouse. The site map represents a high-level flow chart, outlining every page in the website(s) to be designed and developed by Carbonhouse for Client to show how visitors get from one page to the next. Carbonhouse will gather any existing site-mapping materials and develop an existing site structure that defines the various pockets of information for the website(s) to be designed and developed by Carbonhouse for Client and accommodates current and future additions to the desired Website.

At the conclusion of the discovery phase the Parties shall mutually and promptly agree upon final project requirements ("Final Project Requirements").

ii. Design Phase - Following written approval by both Parties of the Final Project Requirements, including the site map, Carbonhouse will design one (1) design concept with two (2) iterations of the website(s) to be developed by Carbonhouse for Client for Client's review based upon agreed project scope. The Parties will review and promptly approve the designs.

iii. Development Phase - In the development phase, Carbonhouse will construct the Website(s) for the Client.

*HTML production* - Following the approval of the design layouts, Carbonhouse will proceed to the programming stage. The programming languages Carbonhouse will utilize may include, but shall not be limited to, HTML, CSS or Javascript in order to convert the layouts to fully functioning pages on the web.

*Showtime CMS* – Showtime CMS Content Management System ("CMS") is a Carbonhouse exclusive content management system. As part of the development phase, Carbonhouse will implement Showtime CMS for the website(s) to be developed by Carbonhouse for Client. The CMS will allow Client's staff to add, edit, and delete content within the Client Website(s). This will be accomplished through a password-protected, web-browser interface.

*Testing* - Quality and assurances are important to Carbonhouse. As such, Carbonhouse shall undertake an extensive testing checklist prior to launch of the Client website(s). The Client website(s) will be tested for web browser compatibility with the following current dominant web browsers and plug-ins:

- Internet Explorer latest version
- Firefox Version latest version
- Safari Version latest version
- Google Chrome latest version
- Safari iOS – latest version (iPhone Vertical and iPad Horizontal)

- Android Chrome – latest version

iv. Deployment – In the deployment phase, Carbonhouse will provide the following to Client:

*Training* - After Client has provided its acceptance of the Website(s), Carbonhouse will begin training of Client Group's (as defined herein) personnel to ensure that they are proficient in updating content on the Website(s).

*Roll-out* - Upon completion of training, Carbonhouse will move the files to a permanent secure hosting location in preparation for the Client website launch. Once this is accomplished, the Client website(s) is launched.

The Website(s) will include functionality outlined in the *Web Design & Development Proposal* dated \_\_\_\_\_ and attached hereto as Exhibit B, including the following add-on items approved by Client: [list add ons]. **[Note: Brandon will provide updated proposal template for review and integration].**

(b) Website Hosting Services. Carbonhouse shall provide storage space for Website(s) on a secure web server and provide telecommunications for unlimited GB of data transfer (for Client and its customers) per month for the storage, publication, display and management of the Client Content and Client website(s) on the internet, in accordance with the terms and conditions hereof. Continued use of the CMS by Client is included as part of the website hosting services. Carbonhouse will perform nightly incremental backup of files. Carbonhouse will follow its internal archival procedures for Client Data. In the event of any loss or corruption of Client Data, Carbonhouse will use commercially reasonable efforts to restore the lost or corrupted Client Data from the latest backup of such Client Data maintained by Carbonhouse.

(c) Website Support Services. Carbonhouse shall, at no additional charge to Client, provide Client unlimited training and technical support relating to the use of the Carbonhouse Platform for creating and maintaining the Website(s). This shall include answering questions about and offering advice on the specific use of the Carbonhouse Platform, but shall not include questions or advice relating to instructional design issues. Carbonhouse may provide minor or nominal update, maintenance and administrative services for no additional charge.

(i) At the Client's request, Carbonhouse shall provide more extensive update, maintenance and administrative services; fees for such services shall be at then current standard rate card. Requests for more extensive update, maintenance and administrative services, including the schedule and fees for such services, will be as mutually agreed.

(ii) When reported by the Client, Carbonhouse agrees to investigate defects in the Carbonhouse Platform and Website(s) that prevent its proper performance (the "Deficiencies") and to exercise its reasonable best efforts to complete the corrective action, if any, which Carbonhouse and the Client mutually agree to be reasonable and appropriate as soon as possible, including but not limited to temporary fixes, patches and corrective releases supplied to Carbonhouse's clients generally. All service requests will be provided and responded to consistent with those detailed in Section 15, herein.

#### 4. Payment & Late Fees.

Client agrees to pay Carbonhouse the fees set forth in Exhibit A. Carbonhouse will issue Client an invoice at the end of each month during the License Period and, unless otherwise set forth in the Schedule, fees are payable and due within thirty (30) days after the date of invoice. All stated fees are exclusive of taxes or duties of any kind. Client will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Client's use of the Carbonhouse Platform, except for taxes based on Carbonhouse's net income. If Carbonhouse is required to collect any tax for which Client is responsible, Client agrees to pay such tax directly to Carbonhouse. All past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

5. **Client's Responsibilities.**

(a) **Client Content.** Client shall have sole control and ownership over the Client Content, including Client Images. Carbonhouse shall not modify or supplement any Client Content (other than modifications strictly necessary to upload the Client Content to the Website(s)) or the Website(s) that has been accepted by Client, except with Client's prior written consent. Carbonhouse shall also permit Client to electronically transmit or upload Client Content directly to the Website(s). Client shall have sole responsibility for all content in its web pages supplied by Client and for all information or data disseminated thereby. Client accepts final responsibility for the selection and use of all Client Images. Client hereby grants to Carbonhouse a non-exclusive, worldwide license to use, reproduce and transfer the Client Image solely in connection with the services and Client's use of the Carbonhouse Platform and Carbonhouse's provision of the Carbonhouse Platform to Client. Client represents and warrants to Carbonhouse that Client has all rights in the Client Image necessary and sufficient to transmit to, upload to, transfer to, process on, store in, or cause to interface with, Client's Account or the Carbonhouse Platform, and to grant the rights contemplated by this Agreement, including from any third party or person featured in the Client Image.

(b) **Website Materials & Disclaimers.** Client is responsible for all disclaimers on the Website(s), which may include (without limitation) copyright notices, trademark notices, content disclaimer and limitation of liability, statement of policy regarding permitted uses, instructions for contacting Client if additional use is sought, policies regarding collection and use of personal information, privacy policies, terms and conditions, and, if Client offers goods or services for sale, warranty disclaimers.

(c) **Use of Carbonhouse Platform.** Client shall be solely responsible for all claims, losses or damage caused by or arising from Client's use of the Carbonhouse Platform, including any output and/or results obtained from the use thereof and for conclusions drawn from such use.

(d) **Data.** Client owns all Client Data and consents to Carbonhouse's access, collection, transmission, storage, copying, processing, analysis and use of Client Data. Client is solely responsible for developing and implementing all necessary data policies, including those necessary to comply with all laws and regulations.

(e) **Data Privacy, Accessibility and Other Laws.** Client is solely responsible for ensuring it is compliant with all laws, rules, regulations, and otherwise meeting industry standards and best practices related to its business, including, without limitation, with respect to privacy, use of consumer data, and the protection of and accessibility for disabled consumers, including as it relates to access both in venue and to the Website(s) (for example, ensuring compliance with Web Content Accessibility Guidelines promoted by the World Wide Web Consortium/www.w3c.org).

6. **Carbonhouse Responsibilities.**

(a) **Maintenance and Support.** Except as otherwise agreed in writing by the Parties, the Website(s) shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods, which shall last no longer than a total of one (1) cumulative hour per calendar month and shall be performed only upon Client's advance written approval which approval shall not be unreasonably withheld and which shall take place between the hours of 3 a.m. and 4 a.m. Eastern Standard Time. Carbonhouse will notify Client at least twenty-four (24) hours in advance of any such scheduled maintenance. Scheduled maintenance will not be deemed to be a failure to provide services in accordance with this Agreement.

(b) **Response and Investigation.** Carbonhouse shall respond to inquiries to investigate within 24 hours. Inquiries to Carbonhouse to investigate urgent issues will be responded to within two (2) hours. If reported Deficiencies result from: (i) malfunctions of Client equipment or software, (ii) improper Client operator procedure or misuse of the Carbonhouse Platform by Client, (iii) modifications or changes made to the Carbonhouse Platform without Carbonhouse's prior written approval, or (iv) Client developed features, then (a) the Carbonhouse shall not be deemed to be in breach of the Agreement and (b)

Carbonhouse shall use commercially reasonable efforts to correct the Deficiencies as an additional service at the Client's expense at Carbonhouse's then-standard rates for such services.

(c) Insurance. During the Term of this Agreement, Carbonhouse shall maintain, at its expense, a policy or policies of insurance for industry standard coverages. All insurance policies shall be issued by an insurer rated by A.M. Best Co. as A-VIII or higher. Carbonhouse shall provide proof of such insurance to Client upon request and shall name Client as an additional insured for the Term hereof, when appropriate and necessary.

#### 7. Client Assumption of Risk.

Client acknowledges and agrees that, despite Carbonhouse's best efforts, circumstances beyond Carbonhouse's control may cause disruption in the Services provided by Carbonhouse. Client therefore acknowledges and agrees that Carbonhouse shall not be liable to the Client for the following:

(a) Third Party Disruption of Client Data. Any loss, destruction, alteration, unauthorized disclosure or corruption of Client Data caused by any third-party. CARBONHOUSE'S EFFORTS TO RESTORE LOST OR CORRUPTED CLIENT DATA PURSUANT TO THIS SECTION 7 SHALL CONSTITUTE CARBONHOUSE'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CLIENT DATA.

(b) Force Majeure. Any harm, liability or damage caused by a Force Majeure condition (including, but not limited to, fire, accident, acts of God, severe weather conditions, power outages, telecommunications interruption, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand or requirement of a government agency).

#### 8. Ownership & Use of Platform.

(a) Ownership. Carbonhouse and its licensors reserve sole and exclusive ownership of the Carbonhouse Platform, and all copyrights, patents, trademarks, and other intellectual property rights therein. The parties acknowledge and agree that the Carbonhouse Platform does not include Client Content. Client may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Carbonhouse Platform. If Client provides Carbonhouse with any suggestions, comments, or other feedback regarding the Carbonhouse Platform ("*Feedback*"), *Client acknowledges that such Feedback will become the exclusive property of Carbonhouse, and Carbonhouse may use (or not use) any such Feedback in any manner and for any purpose, without compensation to Client and without implying or creating any interest on Client's part in any of Carbonhouse's products or services that may be based on such Feedback. Client hereby irrevocably assigns and agrees to assign to Carbonhouse all right, title, and interest in any Feedback Client provides.*

(b) License. Subject to the terms and conditions of this Agreement, and solely for Client's and the Client Group's business purposes and not for resale or distribution to third parties, Carbonhouse grants the Client Group a limited, non-exclusive, non-transferable, revocable license during the License Period to access and use the Carbonhouse Platform via Carbonhouse's cloud-based services (subject to Client's having a valid Account as described in Section 11(b) below), solely to execute, publish, display, transmit, manage the Client website(s) on the World Wide, in accordance with the terms and conditions of this Agreement. Other than as provided herein, the Client shall have no other rights, whatsoever, with respect to its use of the Carbonhouse Platform. Therefore, without the express written permission of Carbonhouse, Client shall have no right to the use of or license in the Carbonhouse Platform upon replacement or redesign of the Client website(s) with the design, content, programming or website architecture developed, produced or created by anyone other than Carbonhouse or to the use of the Carbonhouse Platform for any purpose other than as expressly set forth in this Agreement. Under no circumstances may the Client duplicate, distribute or sell the Carbonhouse. Client shall not permit any third party other than the Client Group to use the Carbonhouse Platform or any part thereof, except as may be required for a third party to access, support, and use the Website(s). Client's rights in the Carbonhouse Platform will be limited to those expressly granted in this Agreement. Carbonhouse and its licensors reserve all rights and licenses in and to the Carbonhouse Platform not expressly granted to Client under this Agreement.

9. **Compliance with Laws.**

Each Party will comply with all laws, rules, regulations, and industry standards and best practices ("Laws") applicable to such Party and its business in any country in which they do business under this Agreement, including but not limited to such Laws as may relate to collection, use, or storage of data. By way of example and not limitation, Client shall be responsible to ensure its compliance with all Laws related to the protection of and accessibility for disabled consumers, including as it relates to access both to its venues and events and to the Website(s) (for example, ensuring compliance with Web Content Accessibility Guidelines promoted by the World Wide Web Consortium/www.w3c.org).

10. **Confidential Information.**

The parties agree that they will not disclose any Confidential Information to any unauthorized third party and will not use the other party's Confidential Information for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement without the prior written consent of the other party. The parties further agree that Confidential Information shall remain the sole property of the other party and that they will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by their employees. No license shall be granted by one party to the other with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein. Upon the request of either party, the other party will promptly return all Confidential Information furnished hereunder and all copies thereof. "Confidential Information" shall include any program, licenses and all other information that would reasonably be considered confidential, whether or not marked as confidential, including but not limited to information relating to a party's technology, finances, customer information, trade secrets, know-how, employees, customers, website visitors, organization, activities, policies, written reports, findings, conclusions, recommendations, or reporting data and analysis or products or other confidential information disclosed hereunder in writing, orally, or by drawing or other form. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure; (ii) is or become publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; or (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

11. **Trade Secrets: Acknowledgement and Protection.**

(a) **Acknowledgement.** Client acknowledges that the Carbonhouse Platform contains trade secrets of Carbonhouse and its licensors, and, in order to protect such trade secrets and other interests that Carbonhouse and its licensors may have in the Carbonhouse Platform, Client may not, and Client agrees not to, reverse engineer, decompile or disassemble the Carbonhouse Platform or any portion thereof, or otherwise attempt to create or derive the source code. In addition, Client may not, and Client agrees not to: (i) sell or sublicense the Carbonhouse Platform; (ii) modify the Carbonhouse Platform; (iii) distribute or copy the Carbonhouse Platform in whole or in part; (iv) use the Carbonhouse Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement or Carbonhouse's applicable documentation; (v) access or use any areas of the Carbonhouse Platform for which Carbonhouse has not granted Client authorization, or tamper or interfere with Carbonhouse's computer systems or the technical delivery systems of Carbonhouse's providers; or (vi) encourage, authorize, or enable anyone to do any of the foregoing.

(b) **Account Protection.** In order to access and use the Carbonhouse Platform without making vulnerable the trade secrets contained therein, Client will need to register and create an account ("Account"). Client agrees to provide accurate, current and complete information about the Client Account, which includes all individual Authorized User Accounts. Carbonhouse reserves the right to suspend or terminate the Client Account or any individual Authorized User's Account, if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading. Client is responsible for maintaining the confidentiality of Client's passwords and Account, including all user names and passwords information assigned to its Authorized Users, and agrees to notify Carbonhouse if

any of the passwords is lost, stolen, or disclosed to an unauthorized third-party, or otherwise may have been compromised. Client is responsible for all activities that occur under the Client Account, including the activities carried out by individual employees. Client acknowledges and agrees that Carbonhouse is not required to monitor or police communications or data transmitted through the Carbonhouse Platform and that Carbonhouse shall not be responsible for the content of any such communications or transmissions. Client shall use the Carbonhouse Platform exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. Client shall keep confidential and not disclose to any third-parties, and shall ensure that Authorized Users keep confidential and do not disclose to any third-parties, any user identifications, account numbers or account profiles.

12. **Termination.**

Either party may terminate this Agreement (i) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of a written notice thereof or (ii) upon the other party's initiation of any proceeding under applicable bankruptcy or insolvency laws which is not dismissed within thirty (30) days and such party is unable to perform its obligations under this Agreement. Carbonhouse may suspend Client's Account (including individual Authorized User's Account) and Client's use of the Carbonhouse Platform as Carbonhouse deems appropriate to prevent, investigate, or otherwise address any suspected misuse of the Carbonhouse Platform or until any past due amounts have been paid. Upon either party's request, the other party shall return to the requesting party any data, records, or other materials belonging to the requesting Party, including without limitation, all Confidential Information. Upon any termination, the Carbonhouse Platform and the Client website(s) shall be promptly returned to Carbonhouse and any Client Content shall be promptly returned to Client in a commercially standard format. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all charges that have accrued prior to such termination for the services.

13. **Disclaimers.**

(a) The Carbonhouse Platform is provided "as is," exclusive of any warranty whatsoever. Carbonhouse makes no warranty that the Carbonhouse Platform will meet Client's requirements or be available on an uninterrupted, secure, or error-free basis.

(b) Carbonhouse expressly disclaims any warranties and conditions, express or implied, including but not limited to any implied warranties and conditions of merchantability, fitness for a particular purpose, and noninfringement, and any warranties and conditions arising out of course of dealing or usage of trade. No advice or information, whether oral or written, obtained concurrently from Carbonhouse or elsewhere will create any warranty or condition not expressly stated in this agreement.

14. **Indemnity.**

(a) **Client.** Client will indemnify, defend and hold harmless Carbonhouse and its officers, directors, employee and agents, from and against any third-party claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, arising out of or in any way connected with (i) Client's access to or use of the Carbonhouse Platform otherwise than in accordance with this Agreement, (ii) Client Images, (iii) Client Content, or (iv) the Client Data, provided that Carbonhouse: (a) promptly notifies Client in writing of the claim; (b) grants Client sole control of the defense and settlement of the claim; and (c) provides Client, at Client's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

(b) **Carbonhouse.** Carbonhouse will indemnify, defend and hold harmless Client and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, to the extent that it is based upon a third-party claim that the Carbonhouse Platform, as provided by under this Agreement and used within the scope of this Agreement, infringes or misappropriates any intellectual property right in any jurisdiction, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Client, provided that Client: (i) promptly notifies Carbonhouse in writing of the claim; (ii) grants Carbonhouse sole control of the defense and settlement of

the claim; and (iii) provides Carbonhouse, at Carbonhouse's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. If use of any of the Carbonhouse Materials and/or Carbonhouse Platform is, or in Carbonhouse's reasonable opinion is likely to be, the subject of a claim specified this section, then Carbonhouse may, at its sole option and expense: (a) procure for Client the right to continue using the Carbonhouse Materials and/or Carbonhouse Platform; (b) replace or modify the Carbonhouse Materials and/or Carbonhouse Platform so that it is non-infringing while maintaining substantially equivalent in function to the original Carbonhouse Materials and/or Carbonhouse Platform; or (c) if options (a) and (b) above cannot be accomplished despite Carbonhouse's reasonable efforts, then Carbonhouse or Client may terminate this Agreement and Carbonhouse will provide pro rata refund of unused/unapplied fees paid in advance for any applicable subscription term.

(c) The provisions of this Section 14 set forth Carbonhouse's sole and exclusive obligations, and Client's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights of any kind.

15. **Limitation of Liability.**

Except for liability arising from a breach of Section 9 or from indemnification obligations under Section 14, either party's total liability to the other from all causes of action and under all theories of liability will be limited to an amount equal to the amounts paid to Carbonhouse by Client for the Platform in the 12 months immediately preceding the events giving rise to the liability or, in the case of Client's liability only, to an amount equal to such amounts plus all outstanding amounts then owed by Client under this Agreement.

Neither party will be liable to the other for any incidental, special, consequential or punitive damages, or for costs of substitute goods or services, or for loss of profits, data, use, goodwill, or other intangible losses, arising in any way out of this Agreement or resulting from Client's access to, use of, or inability to access or use the Carbonhouse Platform, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not the party has been informed of the possibility of such damage, and even if an exclusive remedy set forth herein is found to have failed of its essential purpose.

16. **Miscellaneous.**

(a) **Assignment.** Client may not assign this Agreement without Carbonhouse's prior written consent and any attempt to do so will be void, except that Client may assign this Agreement, without Carbonhouse's consent, to a successor or acquirer, as the case may be, in connection with the sale of all or substantially all of Client's assets. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.

(b) **No Election of Remedies.** Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

(c) **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

(d) **Survivability.** Rights and obligations under this Agreement which by their nature should survive (including, without limitation, obligations of confidentiality, privacy and data protection, warranties and indemnification) will remain in effect after termination or expiration of this Agreement. No termination of this Agreement will relieve the applicable party from liability arising from breach of this Agreement on or prior to the termination date.

(e) **Notices.** All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii)

three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) twenty-four (24) hours after having been sent via electronic mail to the identified contact person. All such notices will be sent to the addresses set forth below or to such other address as may be specified by either Party to the other Party in accordance with this Section.

If notice to carbonhouse, llc:

**Carbonhouse LLC**  
5727 Westpark Drive, Suite 108  
Charlotte, NC 28217  
Attn: Brandon Lucas

With a copy to:

**Carbonhouse LLC**  
425 W. 11<sup>th</sup> St., Suite 100  
Los Angeles, CA 90015  
Attn: Victoria von Szeliski

If notice to [Client]:

Client  
Address  
Address  
Attn: [Name]

(f) Dispute Resolution. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Client and Carbonhouse irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the State of New York for any disputes arising under this Agreement.

(g) Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of each Party.

(h) Entire Agreement. This Agreement constitutes the complete and exclusive agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Carbonhouse, LLC**

**[Client Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name

Name

Title

Title

**EXHIBIT A**

**Carbonhouse Fees**

**Website Design and Development Fees.**

<b>Total website design and development fee:</b>	\$ _____
<b>Payment date:</b>	<b>Payment amount:</b>
Project kick off	50% of the total fee in the amount of \$ _____
Design approval	25% of the total fee in the amount of \$ _____
Website launch	25% of the total fee in the amount of \$ _____

**Website Hosting Fee (per website hosted by the Platform)**

Unlimited hosting, license and support services	\$ _____ per month
Extensive update, maintenance or administrative services	Current rate card rate which is currently \$200.00/hr.
Deficiency services	Current rate card rate which is currently \$200.00/hr.

**New Features and Functionality Fee**

New features and functionality	Current rate card rate which is currently \$200.00/hr.
--------------------------------	--

All Website Hosting Fees and New Feature and Functionality Fees shall increase by 5% during each Renewal Year, unless otherwise agreed to in writing by the parties.

**EXHIBIT B**

**[Web Design and Development Proposal]**



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

December 6, 2018

**RE:** RFP 19-09; St. Johns County Cultural Events Division Website Redesign

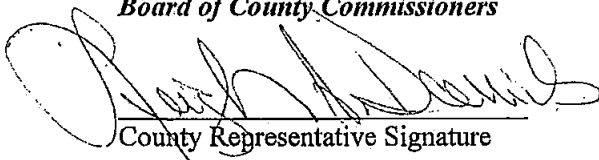
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to carbonhouse, LLC as the top ranked firm under RFP 19-09; St. Johns County Cultural Events Division Website Redesign. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 12:00PM, Tuesday, December 11, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Travis Hembree Procurement Coordinator at [thembree@sjcfl.us](mailto:thembree@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*



County Representative Signature

Date: 12/6/18

Leigh A. Daniels, CPPB  
Procurement Supervisor/Acting Purchasing Manager  
Purchasing Division  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

---

**I N T E R O F F I C E M E M O R A N D U M**

---

**TO:** Ryan Murphy, General Manager, SJC Cultural Events Division  
Gabe Pellicer, Assistant General Manager, SJC Cultural Events Division

**FROM:** Travis Hembree, Procurement Coordinator

**SUBJECT:** RFP No. 19-09, SJC Cultural Events Division Website Redesign

**DATE:** November 27, 2018

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval Gabe Pellicer

Date 11/30/18

Budget Amount \$65,000

Account Funding Title 53120 Contractual Services

Funding Charge Code 1451-54900

Award to Carbonhouse LLC

Award Amount \_\_\_\_\_

ST JOHNS COUNTY

DEC 04 '18

PURCHASING

## EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: November 27, 2018  
 RFP: RFP # 19-09; SJC Cultural Events  
 Division Website Redesign

FIRM	RATER	RATER	RATER	RATER	TOTAL	RANK	COMMENTS
	Katie Root	Dlanya Markovits	Dena Masters	Tiffany Stephens			
carbonhouse, LLC	93	88	84	96	361	1	
CivicPlus, Inc.	63	85	90	95	333	2	
Design Develop Now, Inc.	39	59	69	87	254	4	
SGS Technologie LLC	51	76	76	91	294	3	

APPROVED: Purchasing Manager

SJC Cultural Events Division Manager

*James St. John* 12/5/18  
*Shirley D. Allen* 11/30/18

**NOTE:**

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 10:00 AM DECEMBER 6, 2018, UNTIL 10:00 AM DECEMBER 11, 2018.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

ST. JOHNS COUNTY

DEC 04 2018

PURCHASING

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL HARD COPY & ONE (1) EXACT ELECTRONIC PDF COPY ON USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: Travis Hembree, Procurement Coordinator

**COMPANY NAME:** carbonhouse, LLC dba carbonhouse

**COMPANY CONTACT:** Brandon Lucas

**PHONE NUMBER:** 704-333-5800 ext 209

**EMAIL ADDRESS:** blucas@carbonhouse.com

**DATE:** 11/13/2018

**carbonhouse**

# RFP NO: 19-09

**SJC Cultural Events Division Website Redesign**

PREPARED BY	PROPOSAL DATE	ADDRESS
<b>Brandon Lucas</b> VP, Sales & Operations 704.333.5800 x209 blucas@carbonhouse.com	<b>November 15, 2018</b> Proposal valid for 90 days	<b>carbonhouse</b> 5727 Westpark Drive Suite 108 Charlotte, NC 28217

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ABOUT // HISTORY

# BORN INTO AN INDUSTRY

WE'VE LIVED IT. THAT'S WHAT MAKES US UNIQUE.  
IT'S WHY NO ONE KNOWS ON-SALES LIKE CARBONHOUSE.

Founded in 1999, carbonhouse was a generalist within the Charlotte metro area, providing design and website services across many industries. While successful, in 2005 founder James Sack joined forces with event marketer and concert promoter Brandon Lucas to focus on the niche market of the events industry. Together they identified a significant need within the event and venue industry—the need for marketers to become empowered, to manage their websites on demand to make them their greatest marketing tool.

carbonhouse arrived at the 2007 Dallas Entertainment and Arena Marketing Conference with one venue client and left with two. Within the next year, the client list grew to five.

Through long nights and weekends and with dedication, loyalty, and sweat equity, carbonhouse built the tools, systems, and relationships which earned its status as an industry leader. Now, with more than 280 clients and a 99% retention rate, we're proud to share that this dedication and focus have allowed us to earn double-digit growth each year.

Today we equip our clients with scalable, secure technology and a dedicated focus on the needs of the events industry. Our team and its vision allow us to look further, continuously developing cutting-edge solutions for our clients. We're not just building websites; we're developing the systems and solutions you need, unlike anyone else.

## OVERVIEW

**Founded:**  
1999

**Staff:**  
21

**Clients:**  
280



**2006**  
First Venue  
Client



**2011**  
First  
Multilingual  
Site



**2012**  
150  
carbonhouse  
Clients



**2013**  
First European  
Client



**2014**  
London Office  
Opens

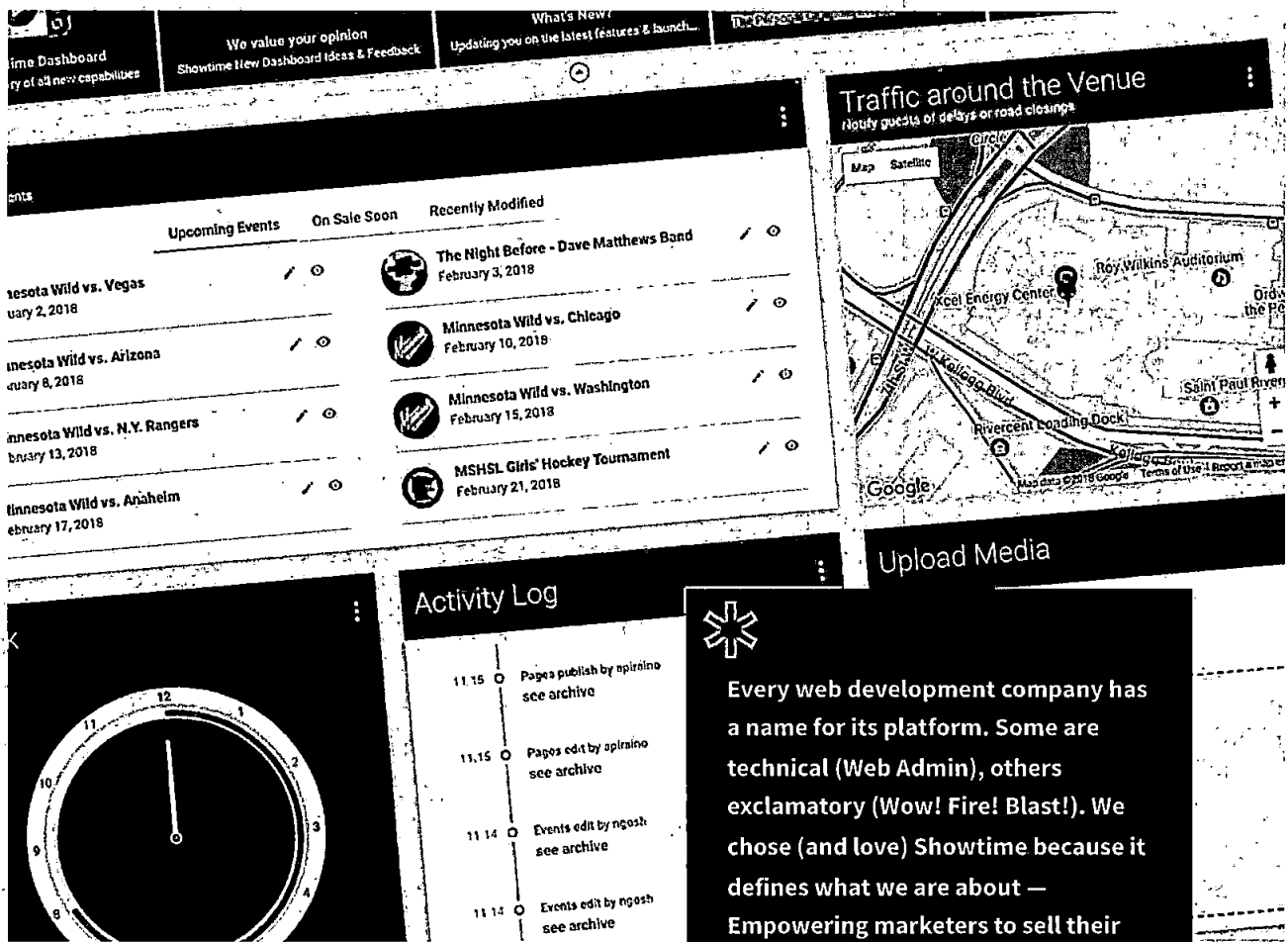
SHOWTIME // INTRO

# SHOWTIME\*

## POWERFUL CUSTOMIZED WEBSITE DASHBOARD AT YOUR FINGERTIPS—LIKE NO OTHER.

The Showtime Content Management System, with its fully-customizable dashboard, can be accessed anywhere, anytime, from any device. It is the all-encompassing event-marketing platform, built specifically, from the ground up for the venue industry.

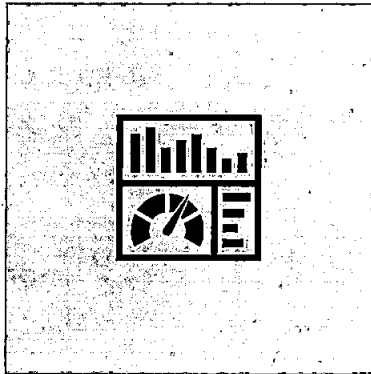
Showtime makes it easy to not only create, view, and manage upcoming events, but also to follow every aspect of your website. Have historical and real-time analytics, recent site activity, and venue traffic monitoring at your fingertips on a dashboard wholly customized for and by you.



Every web development company has a name for its platform. Some are technical (Web Admin), others exclamatory (Wow! Fire! Blast!). We chose (and love) Showtime because it defines what we are about — Empowering marketers to sell their events through responsive and scalable technology.

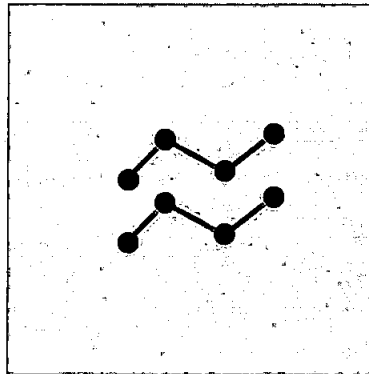
SHOWTIME // TOOLS

# SHOWTIME TOOLS



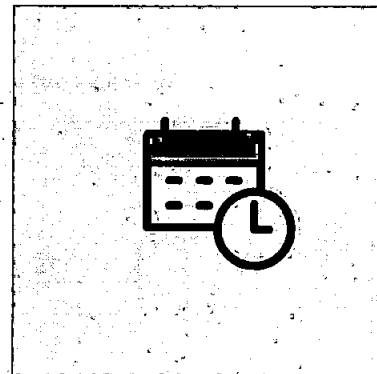
## CUSTOMIZED DASHBOARD

Each admin user has individual needs, and your experience should be tailored to meet them. Build your unique showtime dashboard with our many widget-based resources.



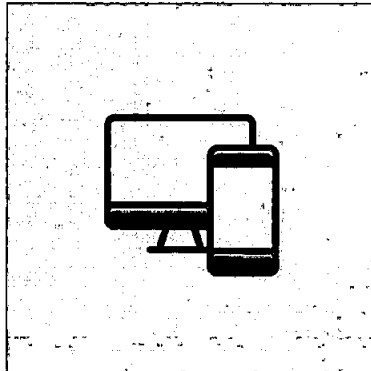
## ANALYTICS

Showtime offers historical and real-time analytics to give you insight into your web-traffic sources and ticket buyers.



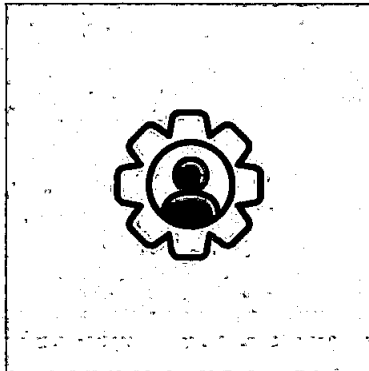
## SCHEDULING

Manage Event Announcements, On-Sales, Event End Dates, Promotions, Contests and more through the integrated Showtime scheduling software.



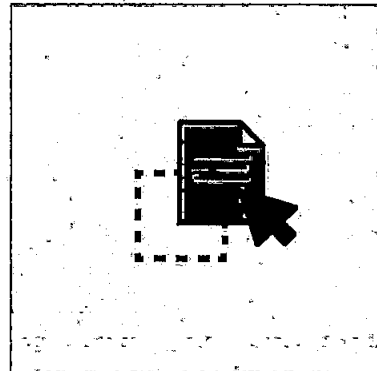
## FLEXIBLE VIEWS

We built Showtime with mobile in mind. Content can be managed anywhere, on any device, with a responsive interface.



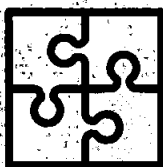
## USER MANAGEMENT

Showtime lets you manage admin access to your Box Office, Sponsorship and Group Sales teams with ease.



## DRAG & DROP

Powerful technology shouldn't be complicated to use. Showtime page content can be changed with simple drag-and-drop capabilities.



## PARTNERSHIPS

Our industry experience, leadership and technology allows Showtime to integrate with the leading ticketing companies, mobile app firms, and web-security partners across the globe.

EXPERTISE // PERFORMING ARTS CENTERS

# PERFORMING ARTS CENTERS

LOVE FOR THE PERFORMING ARTS IS AT OUR CORE.

carbonhouse knows the performing arts center audience is unique, and we have an acute understanding of its guest requirements. We strive to create PAC solutions that exceed audience expectations, sell tickets, drive subscriptions, increase donations and are accessible to all regardless of disability.

Twelve years ago we had one PAC client, Blumenthal Performing Arts Center. Today we power venues around the globe with our digital solutions designed specifically for the performing arts community.

## HIGHLIGHTS



**HOSTING**  
Robust hosting capabilities to support season announcements and significant event on-sales\*



**SEASONS**  
Season and Series automated functionality



**EVENT DETAILS**  
Dynamic event detail pages feature PAC specific areas — age restrictions, student tickets, Group Sales and show presenters



**EDUCATION**  
Built to drive educational programs and camps



CARBONHOUSE IS A TEAM OF STRAIGHT SHOOTERS THAT KNOW OUR BUSINESS. THEY WERE CLEAR AND CONCISE AND COLLABORATED WITH US TO ARRIVE AT THE RIGHT SITE FOR THE HOLLYWOOD PANTAGES. WE ARE THRILLED AND CAN'T RECOMMEND THEM MORE HIGHLY.

Benny Aguayo | Hollywood Pantages Theatre

## CLIENT OVERVIEW



\*Such as Hamilton and Book of

EXPERIENCE // EVENT UNDERSTANDING

# IT'S IN OUR DNA

UNDERSTANDING EVENTS IS THE FOUNDATION OF WHAT WE DO.



Our Showtime CMS is used by hundreds of marketers and box offices to manage and schedule their event content efficiently. Best of all, we built it with mobile in mind – content can be controlled anywhere with a fully responsive interface.

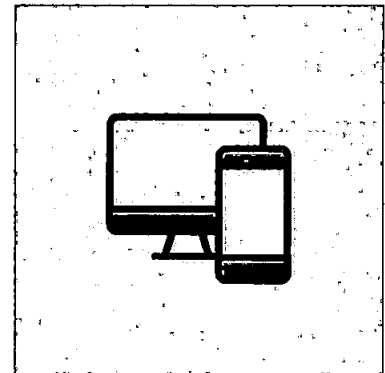
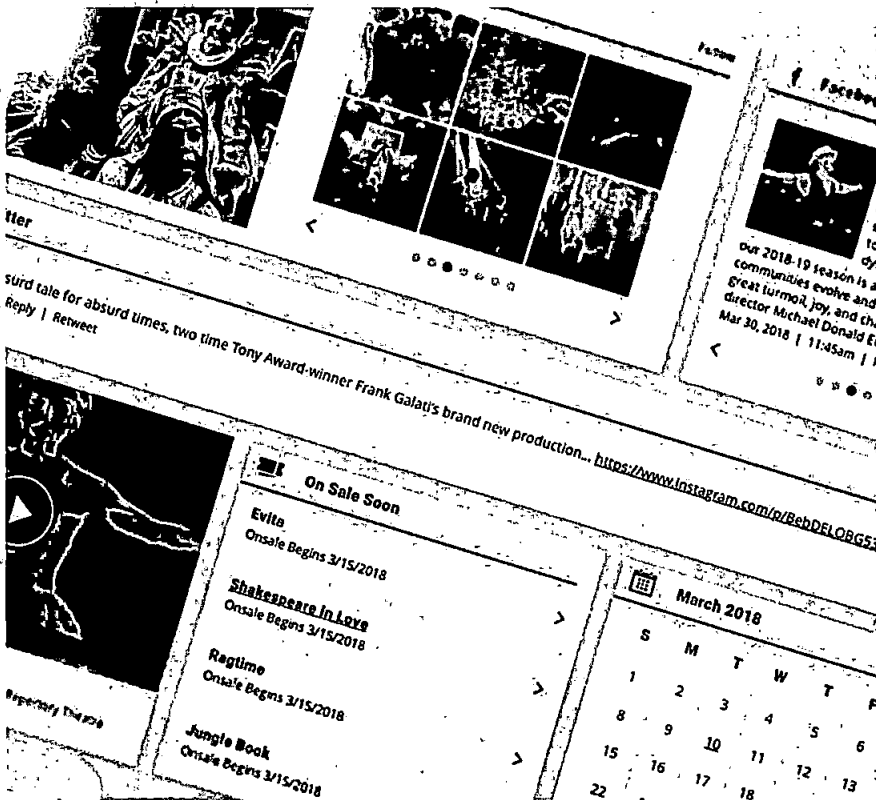
From Garth Brooks to Hamilton to League Championships, or the Super Bowl, carbonhouse websites are designed to handle the monumental ticketing demands of the world's most famous live acts and sporting events.

Not only does carbonhouse offer the flexible Showtime CMS, but we also have your ticketing company on speed dial. Be it branded ticketing pages, conversion analytics, or full-blown API event integration, carbonhouse works with the leading ticketing companies including **AXS, Paciolan, Ticketmaster, Veritix, AudienceView and Tessitura.**

DESIGN // RESPONSIVE

# CARBONHOUSE DESIGN

GREAT DESIGN IS BORN OF SIMPLICITY AND CLARITY



## RESPONSIVE DESIGN

carbonhouse's goal is to allow users to view your website and buy tickets on devices of all sizes and screen resolutions. More than 70% of mobile searches lead to an action within an hour and up to 50% of your users will visit your website on a mobile device, so a mobile responsive website is a must.

Responsive Design delivers better SEO, an optimal user experience, and it's simpler to manage. Our mobile-first approach ensures fans quickly find everything they need, from on-sale information to directions to your venue.

All carbonhouse sites offer you a beautiful carbonhouse design with marketing flexibility and development savings. Our cutting-edge websites feature flexible content components which allow for hundreds of combinations and layout options.

We call this 'hybrid design,' which offers a combination of customizable, flexible content capabilities featuring Promotions, Mini-Calendar, Social Widgets, Ad Serve, Link List, and HTML, to ensure that your website adapts to your changing goals.

**+ Need more customization?** Ask us about custom design options.

SHOWTIME// HOSTING

# HOSTING

---

**FACT: ADELE, HAMILTON, ED SHEERAN, AND GARTH BROOKS LOOK FOR THEIR ON-SALES TO BE RELIABLY SUPPORTED BY CARBONHOUSE HOSTING.**

---

**WHILE OTHERS HAVE SUFFERED FROM ON-SALE FAILURES, CARBONHOUSE SITES REMAIN STRONG.**

## NO MORE WORRYING

carbonhouse websites work so well, you don't have to stress about your next big on-sale. Our unwavering dedication to rock-solid hosting during the world's largest on-sales is why we are continually investing in our worldwide infrastructure. From load-balanced, multi-zone hosting to massive data centers on multiple continents with concurrent databases and immediate failover capabilities, to multiple levels of firewalls and DDoS attack prevention, data centers have provided carbonhouse an unheard-of four nines uptime.

---

## SECURITY

We want a secure web. It is essential for website visitors to know that your website is safe-- even more important, Google wants your website secure. Since October 2016, Google has begun to punish unsecured sites. Unlike our competitors, carbonhouse automatically secures all new websites with the latest SSL features.

---

## READY TO TAKE IT TO 11?

For those who want even more, our technology partner CloudFlare, who supports more web traffic than Twitter, Amazon, and Apple combined, offers additional security and speed solution for our clients - carbonhouse Enterprise with CloudFlare.

carbonhouse Enterprise with CloudFlare adds additional leading-edge features that allow our clients' websites to score higher on Google's Speed Tests with Image Optimization, Javascript optimization, HTML Minify and faster load times through RockLoader and Argo Smart routing. If an improved Google-ranking score is your concern, then carbonhouse Enterprise with CloudFlare is the solution.

---

**+** Need more details? Our appendix features comprehensive answers by topic.

SHOWTIME // CORE FEATURES

# CORE FEATURES

## CORE FEATURES INCLUDED WITH EVERY CARBONHOUSE WEBSITE



### Responsive

All new sites feature fully-responsive design for mobile, tablet, and desktop.



### Powerful CMS

Showtime, the only Content Management System developed uniquely for the venue industry.



### Scheduling

Automate events, on-sales, and news releases through the automation database.



### Promotional Space

Content-managed ad rotators and promotional spaces.



### Share Content

Upload audio, video (YouTube), and photos quickly through the website media manager.



### Preview Pages

Preview and Share event detail and website pages prior to publication.



### Social Integration

Feature your social feeds including Facebook, Twitter and Instagram.



### Stable Hosting

Industry-leading hosting with scalable growth, failover capabilities & Security.



### Unlimited Training

Comprehensive, ongoing, unlimited training and technical support.



### Custom Fields

Event Detail Pages can be tailored to your unique requirements.



### Web Presence

manage Friendly URLs, meta tag/descriptions, and tracking codes for better SEO & SEM.



### Promotions

Timely homepage alerts and promotional overlay capabilities.

FEATURES // SEO TOOLS

# SHOWTIME GIVES YOU CONTROL OVER SEO

---

We maximize your exposure and your events by building Google's Knowledge Graph and Facebook Open Markup into your website. There's even one-click management of website tracking tags for search engine marketing! Through this

integration, the Showtime system will auto-generate images and meta descriptions for your website's Google search results, Facebook link previews, and Twitter Cards for each page and event listing.

**SHOWTIME CMS GIVES YOU CONTROL OVER YOUR WEBSITE'S SEO. YOU HAVE THE POWER TO CUSTOMIZE THE META DESCRIPTION, KEYWORDS, PAGE TITLE, AND URI FOR EVERY PAGE AND EVENT, WITHOUT CONTACTING YOUR WEB VENDOR.**

---

## TRACKING PIXELS AND MARKETING TAGS

Have an upcoming marketing campaign with a unique tracking pixel? Looking to perform some digital retargeting? No longer will you need to wait for the web administrator to add precious tracking items. With Showtime you'll have the ability to place and implement pixels and tags to each event and page in real time!

---

## FRIENDLY URLS

Long URLs make your valuable content challenging to find. Friendly URLs are custom URLs that are easy to access and are a great marketing tool. Not only are Friendly URLs simple for your web visitors to remember, but search engines love them too. Create and manage custom friendly URLs directly within Showtime to market your upcoming on-sale.

---

## META DESCRIPTIONS

Want to take full control? The Showtime page and event listing settings allow you to raise your SEO to the next level by adding keywords and customizing meta descriptions to help you be found within search results. Showtime gives you complete power to custom tailor your tracking keywords and meta descriptions to your most current marketing campaign.

---

FEATURES // CALENDARS

# SAVE THE DATE

EVENT MARKETING RUNS THROUGH OUR VEINS, AND WITH OUR SINGULAR FOCUS ON ENSURING CLIENTS CAN SELL MORE TICKETS, WE OFFER THE OPTIONS YOU WANT TO CONVEY VISUAL INFORMATION IN YOUR EVENT CALENDAR.

**INCLUDED**

**EVENT CALENDAR WIDGET**

Your website will have an event calendar widget automatically **included**. This interactive calendar widget can be placed throughout your website to give your visitors a quick click option to find events by date. If you are a client with multiple venues, we automatically provide venue locations within the calendar.

**UPGRADE**

**FULL PAGE CALENDAR**

For a small upgrade fee, an interactive full-page calendar is available to give your web visitors a large-scale view of your venue's upcoming events. With this option, we build a customized calendar based on your website's design and styles. This calendar is also responsive and will display well on multiple devices.

**UPGRADE**

**ECAL INTEGRATION**

ECAL's 'Add to Calendar' technology allows fans to receive detailed events info, including 'ticket alerts' and 'on sale' dates, directly into their calendars. ECAL drives sales, acquires valuable data, and keeps fans happy. Exclusive to carbonhouse, our seamless integration provides the maximum ability to increase incremental ticket sales.

**+** Require more customization, such as "add to calendar" or calendar overlay? We've done it all and are happy to design something new for you.

FEATURES // SEARCH

# SEARCH IS ON

**YOUR WEBSITE VISITORS LOVE TO SEARCH. IN FACT, MORE THAN 15% OF TICKETS SALES ARE GENERATED FROM VISITOR SEARCHES WITHIN YOUR WEBSITE.**

Quickly finding event information is a critical requirement for carbonhouse. From ad-supported solutions to comprehensive enterprise-level options utilizing custom search algorithm

technologies, carbonhouse draws upon years of experience building event-search solutions of all price levels to support clients' ticket sales.

**INCLUDED**



**GOOGLE SEARCH**

- No cost
- Ad-supported solution
- Power of Google technology
- Customized search results
- Limited styling available

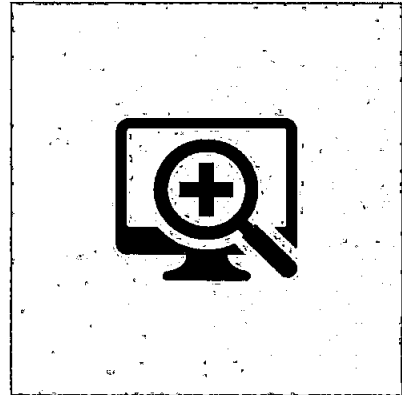
**PLUS**



**ENHANCED SEARCH**

- Harnessing the power of algorithms, the carbonhouse elastic search is a more dynamic solution.
- Stylized search results for events with integration of Buy Tickets and More Information links.
- Suggested listings from misspellings
- Ad-free
- Instant re-indexing of site

**ADVANCED**



**ADVANCED SEARCH**

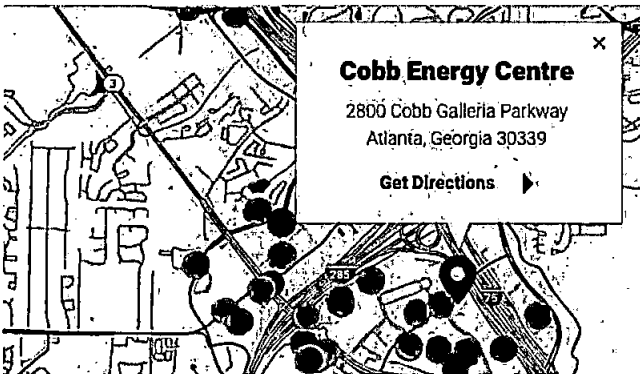
- Harnessing the power of algorithms, the carbonhouse elastic search is a more dynamic solution.
- Stylized search results for events with integration of Buy Tickets and More Information links.
- Suggested listings from misspellings
- Ad-free
- Instant re-indexing of site
- Auto Fill Search, with results dynamically displayed upon typing.

FEATURES // INTERACTIVE GUIDES

# YOUR WEBSITE SHOULD BE A DESTINATION TO NOT ONLY BUY TICKETS, BUT TO PLAN THE ENTIRE EVENT EXPERIENCE.

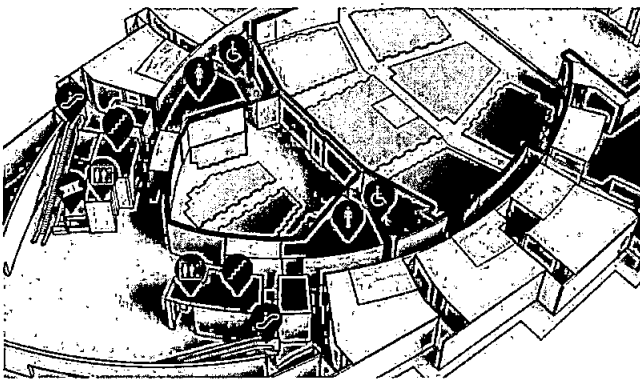
We make it easy for you with our powerful visitor guide solutions. Our tools allow your team to monetize relationships and generate revenue by efficiently promoting nearby amenities. Through your website, visitors may learn of

recommended restaurants and hotels, as well as parking information, directions, and access to public transportation to and from the venue.



## INTERACTIVE VISITOR GUIDE

Increase your local partner conversions, with our Interactive Visual Visitor Guide. The Interactive Visitor Guide adds to our standard listing by incorporating a tailored Google Maps display. Customers can quickly plan their entire visit within your website, from where to stay to directions to a partner local restaurant.

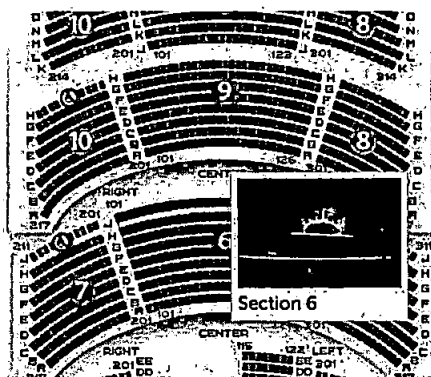


## INTERACTIVE CONCOURSE MAP

Engage fans before they arrive with the Interactive Concourse Map. The Interactive Concourse Map allows guests to quickly locate entrances and amenities nearest their seats, their favorite food and beverage options, and help find a place to congregate with friends.

**BALCONY**  
3rd Level  
Sections 8,9,10.

**GRAND TIER**  
2nd Level  
Sections 5,6,7



## INTERACTIVE SEATING CHART

Give your fans an inside view with the Interactive Seating Chart. The Interactive Seating Chart adds to the standard seating chart by allowing customers to visually see the stage or sporting area from any section before the show. Help customers choose their best seat in the house while planning the perfect experience.

**+** Require more customization? We've done it all and are happy to design something new for you.

FEATURES // ACCESSIBILITY

# ACCESSIBILITY

An accessible web is a priority for carbonhouse. Our goal is solutions that strive to reach the widest audience regardless of disability. The World Wide Web Consortium (W3C) sets the main international best practices for the World Wide Web and its accessibility. W3C created the Web Content Accessibility

Guidelines (WCAG 2.0). Every new website carbonhouse creates the means to help clients reach WCAG 2.0 AA elements. We work with clients throughout the process to ensure they are educated on many aspects of WCAG.

## AREAS OF CONCENTRATION FOR WEB ACCESSIBILITY IMPLEMENTATION



**Perceivable**  
Web content is made available to the senses sight, hearing, and/or touch



**Operable**  
Interface forms, controls and navigation are operable



**Understandable**  
Content and interface are understandable



**Robust**  
Content can be used reliably by a wide variety of user agents, including assistive technologies

## FIVE STAGES FOR SUCCESSFUL WEBSITE ACCESSIBILITY FOR CARBONHOUSE WEBSITES

### SITEMAP

Review of best practices including highlighting recommendations on web accessibility sections and content.

### DESIGN

Designs that meet requirements for minimal AA contrast levels to support website visitors with low-visibility or color blindness.

### DEVELOPMENT

Coding that supports an accessible web. Post-development review by testing with industry-accepted screen reading tools.

### TRAINING

Training and review of website accessibility tools and responsibilities for successful implementation of WCAG A & AA guidelines.

### ON-GOING

Bi-Annual client webinars featuring updates on website accessibility by carbonhouse and web accessibility insiders.

**Disclaimer:** While we will encourage and support clients in their efforts to meet these guidelines, website accessibility implementation completed by carbonhouse does not cover accessibility issues introduced by third-party scripts or forms, and client generated content. carbonhouse provides no warranties or indemnities on website accessibility and recommends review of any implementation with appropriate legal representatives.

FEATURES // ADD-ONS

# AND MORE...

## ADDITIONAL ADD-ON FEATURES

### MARKETING

#### ALERTS

All carbonhouse websites provide the ability to display essential alerts, such as announcements and traffic messages, on the home page. Clients who add the 'alerts upgrade' gain the ability to add these timed alerts to individual event detail pages, allowing additional messaging and incremental review of show specific information such as the release of tickets, additional showing dates, and more.

#### BLOG

Engage your fans by serving fresh, new content built-in to Showtime.

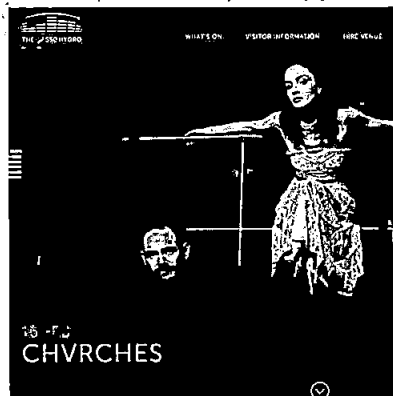
#### BROWSER PUSH NOTIFICATIONS

Have a big on sale? Allow fans to sign up for push notifications to their phones so they're always in the know.

#### HOMEPAGE INTRO PANELS

Make a splash with a large intro promotion graphic at the top of your website homepage. Our two options include Large content managed graphic or graphic including events.

LARGE IMAGE



LARGE IMAGE + EVENTS



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### **MULTI-LANGUAGE**

Welcome all of your site visitors with an option to view the site in their preferred language, making it easier for them to find what they need and buy tickets. carbonhouse sites support UTF-8 and optional multi-language switching to customize your website for any number of languages.

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### **GOOGLE TRANSLATE**

Allows affordable option for providing multi-language access to website visitors.

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### **SEASON MODULE**

The season module makes it easy for event marketers to announce an entire season of shows at one time along with essential information for new subscribers, renewals, and package purchases.

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## **INTEGRATIONS**

### **APPLICATION PROGRAMMING INTERFACE (API)**

Save valuable time by entering your content once by allowing an API feed to share that content with third-party providers such as mobile app providers, interactive kiosks, and local promotional partners across platforms. The API feed can include events, news, visitor guide items, seating charts, and photo/video galleries.

---

### **TICKETING INTEGRATIONS**

From branded ticketing pages, conversion analytics, or full blown API event integration, carbonhouse works closely with the leading ticketing companies including AXS, Paciolan, Ticketmaster, and Tessitura.

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### **EMAIL TEMPLATES**

Increase brand recognition by ensuring your branding and marketing are consistent across all forms of communication. carbonhouse can build email templates to match your site.

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## **OPERATIONS**

## **JOBS LISTINGS**

Make hiring a breeze with the Jobs Module, which allows your hiring staff to quickly add open positions to the website and receive electronic applications.

---

## **STAFF PORTAL**

Organize your important employee information in one password-protected place with a staff portal.

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## **PRODUCTION GUIDE**

Create an intricate, multimedia production guide on your website for promoters and venue renters. This guide may be password protected or public.

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## **OTHER**

## **GROUP SALES MANAGER**

Create discrete offer pages for each of your important groups with just a few clicks. The Group Offers Manager makes it easy to manage all of your offers in one place.

---

## **EVENT ARCHIVE**

Let fans step back in time to their favorite events. The system will automatically archive the events for you once they play off with no added work involved.

---

## **PRESS CENTERS**

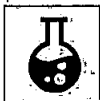
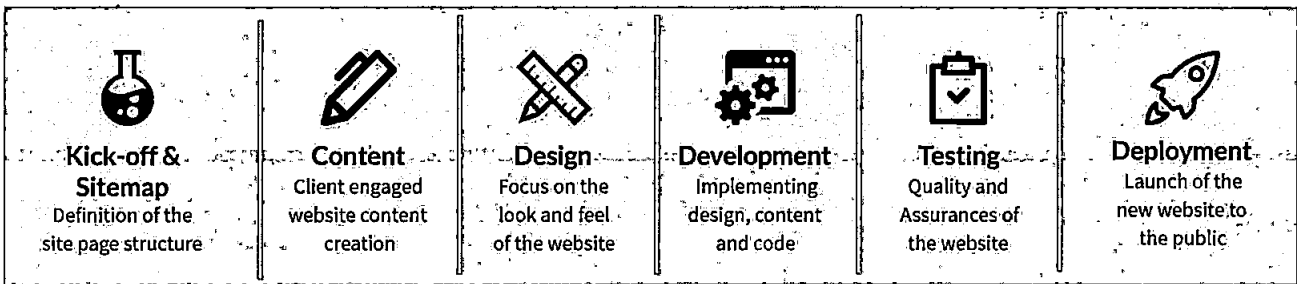
Create a one-stop shop for all Press needs, including high-res photos and request forms for passes and tickets.

---

PROCESS // TIMELINE

# PROCESS

SUCCESS BEGINS WITH KNOWING WHAT CLIENTS EXPECT. WITH MORE THAN 250 CLIENTS, WE'VE HAD A LOT OF PRACTICE. OUR PROCESS IS REPRESENTED BY A LINEAR OUTLINE OF EACH STAGE WITHIN THE PROJECT.



## 01 // KICK-OFF & SITEMAP

The carbonhouse kick-off sets the stage for what your project success looks like - by walking you through the carbonhouse process, introducing the team and tools you'll be working with, and establishing a project timeline. During this kick-off, carbonhouse will gather any existing sitemap materials and work with you to develop a site structure that defines the necessary information while accommodating current and future changes to the site.

⌚ Time Period: 2 weeks



## 02 // CONTENT

Upon approval of the sitemap, as only your team can speak for your venues, carbonhouse will look to the client to provide content (images/video/copy) for the new website within a simple-to-use web portal. While the scope does not include content creation, carbonhouse's team can assist in content editing, feedback, and review.

⌚ Time Period: In Parallel with Design

➤ Continued on next page.



### 03 // DESIGN

carbonhouse understands the vital role that proper design and architecture will play in this project. We know your audience, and we follow proven web design guidelines to design for them. We focus on “look and feel” to create a dynamic environment built to exceed the expectations of your customers, sponsors, and facility managers. Our design solutions combine beautiful design with marketing flexibility and development savings. All of our sites feature a combination of customizable, flexible content capabilities featuring Promotions, Mini-Calendar, Social Widgets, Ad Serve, Link List, and HTML, to ensure that your website adapts to your changing goals.

During the beginning of the design phase, carbonhouse creates ‘wireframes’ of the home page. Wireframes are visual representations of various content elements of the website. These wireframes allow clients to visualize where areas of content, including featured events, upcoming events and, promotions, will live. After review and approval, carbonhouse will engage in the implementation of the client’s brand in designing the home page. Upon homepage approval, carbonhouse completes the design for the interior pages for client review including Event Detail, Event Listing and Styles Page.

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🕒 Time Period: 6-8 weeks (contingent on client approvals)

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### 04 // DEVELOPMENT

Following the approval of the design layouts, carbonhouse will proceed to the programming stage where we construct the website and integrate carbonhouse’s exclusive Showtime CMS. Here the design comes to life, incorporating your site’s unique functionality and styling utilizing HTML, CSS, Javascript, and PHP to convert your content into beautiful, fully functioning web pages.

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🕒 Time Period: 5-7 weeks

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### 05 // TESTING

carbonhouse undertakes an extensive testing checklist prior to website launch. New sites are tested for web browser compatibility with the following current dominant web browsers and plugins:

**Desktop Testing:**

- Microsoft Edge
- Latest Released Firefox Version
- Latest Released Safari Version
- Latest Google Chrome

**Mobile Testing:**

- iOS Safari
- Android
- Chrome

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🕒 Time Period: 1-2 weeks

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### 06 // DEPLOYMENT

After development, carbonhouse will present your new website and train you on Showtime, the powerful tool that you and your team will use to drive your site. carbonhouse offers two training sessions to ensure your staff is proficient in updating content on the new website. As you explore Showtime, we will work together to confirm each element operates correctly. The power will be in your hands to choose when your site is debuted to the world.

🕒 Time Period: 1 week



### ON-GOING SUPPORT

carbonhouse provides unlimited training and technical support. Should there be any functionality changes requested or technical errors to be corrected, these support items are to be communicated and submitted via an online support ticket system. Our Client Services Team ensures all requests are answered in a timely manner with our online knowledge base and ticket-based help system. The appendix features our latest Service Level Agreement.

🕒 Time Period: Unlimited



### PROJECT TIMELINE

Kick Off & Sitemap



Content



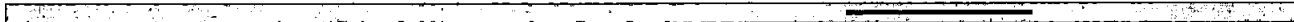
Design



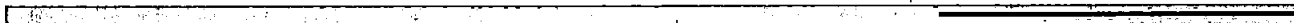
Development



Testing & Deployment



Training & On-going Support



PROJECT // SCOPE

# WEBSITE SCOPE

DESCRIPTION	FEE
<b>PREVIOUSLY MENTIONED FEATURES MEMO (PAGES 8-15,19-21)</b>	\$22,500 first website \$15,000 second website, based on design framework of first website
<b>SITEMAP</b> One sitemap with two (2) rounds of revisions. Additional rounds of revisions incur additional costs.	
<b>DESIGN</b> Two (2) rounds of wireframes for the homepage. Upon wireframe approval, carbonhouse will create one (1) design concept with two (2) homepage design iterations. Design iterations may include a different background, header or navigation design. The client will be asked to select a single direction, which will be further refined through up to two (2) additional revision rounds. Upon homepage design approval, carbonhouse will begin design on interior pages for approval. Changes beyond the second round of revisions will incur additional costs.	First website as scope. Second website will not include wireframes as it based on previous approved wireframe.
<b>HOSTING, LICENSE &amp; SUPPORT</b> Showtime CMS license, unlimited hosting, technical support (PER SLA) and training. Additional development requests, including database and design, will be quoted and billed at the current rate card.	\$600 per month, first website \$400 per month, second website

OPTIONAL ITEMS	FEE
<b>LARGE EVENT CALENDAR</b>	\$850 per website
<b>ECAL - EXCLUSIVE INTEGRATION WITH SHOWTIME EVENTS</b>	N/C with ECAL agreement
<b>SEARCH OPTIONS</b>	Google Custom Search (N/C) Enhanced Search - \$1,000 per website Advanced Search - \$3,500 per website
<b>INTERACTIVE VISITORS GUIDE MAP</b>	\$1,000 per website
<b>INTERACTIVE CONCOURSE MAP</b>	Beginning at \$3,500
<b>INTERACTIVE SEATING CHART WITH PHOTOS</b>	\$100 per photo/section
<b>EVENT PAGE ALERTS</b>	\$750 per website
<b>HOME PAGE INTRO PANELS</b>	\$1000-\$1,500
<b>MULTI-LANGUAGE SITES</b>	Google Translate (\$1,000) Full Websites (Starting at \$12,500+)
<b>CARBONHOUSE CONTENT API'S</b>	Beginning at \$350 per month
<b>ONLINE STORE FOR VENUE</b>	Starting at \$3,500 set-up
<b>CONTEST SYSTEM</b>	\$750 per website
<b>SATISFI LABS AI CHAT BOT INTEGRATION</b>	N/C with Satisfi agreement

APPENDIX

# PROPOSAL APPENDIX

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TECHNOLOGY TOPICS  
SERVICE LEVEL AGREEMENT  
ADMINISTRATIVE INFORMATION  
CLAIMS, LIENS, LITIGATION HISTORY

APPENDIX // TECHNOLOGY Q & A

# TECHNOLOGY TOPICS

## APPLICATION AND INTERFACE SECURITY

Application and Interface Security Our code is written and reviewed to adhere to industry-standard best practices including the OWASP top-10. Any modifications to content or updates to the system are archived in an audit log which provides a detailed view into administrative use of the content platform.

## AUDIT ASSURANCE AND COMPLIANCE

Code is reviewed by multiple team-members before being deployed to production

## BUSINESS CONTINUITY MANAGEMENT AND OPERATIONAL RESILIENCE

carbonhouse maintains an extensive Impact Remediation Matrix which details threats, risks, and items and behavior impactful to our operations. Each potential impact has documented steps to specify detection, possible gaps in detection, a description of the impact pre-mitigation, and one or more mitigation strategies among the categories of prevention, suppression, containment, and recovery.

The Matrix is used to perform regular disaster recovery tests, and has been used to drive out and prevent many rare but dangerous classes of events from impacting operations

## CHANGE CONTROL AND CONFIGURATION MANAGEMENT

Carbonhouse utilizes extensive automated and tested configuration management which allows for breadth and depth in integration and auditing of configuration across servers, deployments, developer/operations access controls, and third-party integrations.

Our configuration management solution is also extensively integrated with our operational monitoring, alerting, and audit systems. This allows rapid reaction and awareness into any deviation from the desired configuration or expected application behaviors.

## DATA SECURITY AND INFORMATION LIFECYCLE MANAGEMENT

Carbonhouse's content platform contains no personally-identifiable information, and is solely a content platform. Carbonhouse does utilize an extensive monitoring, alerting, and auditing system, to ensure that any use or flow of information into or out of the system is controlled and logged.

## DATACENTER SECURITY

Carbonhouse's content platform uses Amazon's Elastic Compute Cloud (EC2) and we follow industry best practices around access control and Identity Access Management (IAM)

## ENCRYPTION AND KEY MANAGEMENT

Carbonhouse's infrastructure follows industry best practices around access control and Identity Access Management (IAM)

Examples of access control and content security include:

- Ⓞ No unencrypted keys are stored "at-rest" in any local filesystem.
- Ⓞ Use of encrypted filesystems for all deployed servers
- Ⓞ Issuance and revocation of developer and operations access secrets is tightly integrated, allowing rapid changes to all access control configurations
- Ⓞ No shared credentials. All credentials are scoped as tightly as possible to assist in environmental isolation as well as audit-trail accuracy

**GOVERNANCE AND RISK MANAGEMENT**

Our systems governance and risk management policies are driven and informed by the previously mentioned Impact Remediation Matrix.

Industry standards across diverse realms such as application development, data integrity, server configuration are combined with a breakdown of the myriad failure modes of our entire operational as well as organizational infrastructure to provide a top-to-bottom, forest-to-trees view of the threats and risks for which we must have preparedness.

This self-reinforcing set of policies and risks is regularly re-evaluated to stay up-to-date.

**IDENTITY AND ACCESS MANAGEMENT**

Carbonhouse's infrastructure follows industry best practices around access control and Identity Access Management (IAM)

Examples of access control and content security include:

- No unencrypted keys are stored "at-rest" in any local filesystem
- Use of encrypted filesystems for all deployed servers
- Issuance and revocation of developer and operations access secrets is tightly integrated, allowing rapid changes to all access control configurations
- No shared credentials. All credentials are scoped as tightly as possible to assist in environmental isolation as well as audit-trail accuracy
- Administrative access of the platform is tightly controlled per-user by fine-grained access controls allowing isolation of access to even individual content items

**INFRASTRUCTURE AND VIRTUALIZATION SECURITY**

Carbonhouse utilizes extensive automated and tested configuration management which allows for breadth and depth in integration and auditing of configuration across servers, deployments, developer/operations access controls, and third-party integrations.

Our configuration management solution is also extensively integrated with our operational monitoring, alerting, and audit systems. This allows rapid reaction and awareness into any deviation from the desired configuration or expected application behaviors.

Production logs are archived as well as integrated into our alerting system giving us real-time insight into any operational health issues.

Due to our extensive use of automated configuration management, developer, staging, and production platforms are completely isolated, yet are identical, allowing proper testing to infrastructure changes as well as production-identical deployment environments.

Our configuration management platform makes extensive use of available operating system hardening functionality for policy enforcement, audit information, as well as real-time monitoring of low-level performance characteristics and potential and actual policy violations.

**INTEROPERABILITY AND PORTABILITY**

Carbonhouse uses a wealth of open-source software as well as open, industry-standard protocols, APIs, and data formats.

**AWARENESS**

Our Nagios monitoring and alerting systems provide real-time awareness into any installed software vulnerabilities.

Vulnerable software is upgraded, patched, or otherwise mitigated within hours of public release of e.g. CVE-assignment or announcement of vulnerability.

**DATACENTER LOCATION**

Carbonhouse makes use of Amazon Web Services (AWS) regions us-east-1 (located in Northern Virginia) as well as eu-west-1 (located in Dublin, Ireland)

APPENDIX // SERVICE LEVEL AGREEMENT

# SERVICE LEVEL AGREEMENT

We shall ensure that a fully staffed help desk is available for reporting problems (as defined below) and making requests from 9:00 BST to 23:00 BST on week days (“Working Hours”), excluding public holidays. Resources will be available after hours, weekends and on public holidays for reporting and resolution of suspected or actual Priority 1 Problems (as defined below). All requests must be submitted through appropriate ticket requests system as created for client by carbonhouse.

PRIORITY DEFINITIONS	
<b>1 HIGH</b>	A problem that causes a threat to revenue. E.g. server is down, the website is down.
<b>2 MEDIUM</b>	A problem that requires urgent attention, and is a minor threat to revenue. E.g. Footer logos not displaying properly, Event Tagline not displaying.
<b>3 LOW</b>	A cosmetic issue, usability issue, or problem that exists that does not impact revenue.
<b>4 MINOR ENHANCEMENT</b>	Any minor requests for additional functionality or for a change in existing functionality. These requests are subject to scoping.
<b>5. MAJOR ENHANCEMENT</b>	Major features or new additions that require scoping.

For Priority 1 Problems updates will be provided at least hourly.

Resolution of Priority 1 and 2 are covered by this SLA. Priority 3, 4, 5 requests will be scoped, and time and cost estimates provided.

For purposes of this Service Level Agreement, “Problem” shall mean any lack of availability of the Website (or any part thereof) so that it cannot be accessed by a user and/or a complete or partial failure or function degradation of all or any part of the Website.

PROBLEM RESOLUTION TIMES		
PRIORITY	INITIAL RESPONSE	MAXIMUM RESOLUTION TIME
<b>1 HIGH</b>	30 Minutes	3 Hours
<b>2 MEDIUM</b>	12 Hours	24- 48 Hours
<b>3 LOW</b>	24 Hours	Friday-Sunday requests Monday End of Day Resolution Monday-Tuesday requests Wednesday End of Day Resolution Wednesday-Thursday requests Friday End of Day Resolution
<b>4 MINOR ENHANCEMENT</b>	2-3 Days	Previous Sunday-Wednesday Requests Tuesday End of Day Resolution Previous Thursday - Saturday requests Thursday End of Day Resolution
<b>5. MAJOR ENHANCEMENT</b>	7 Days for Review/Scoping	As agreed between the parties

\* Initial Response Time: Elapsed time between Problem receipt and the first response back to the user that reported the problem or raised the request through the support system.

\*\* Maximum Resolution Time or total solution time is the total time between Problem or request receipt and Problem or request closing less waiting time (being the time it takes you to respond to any relevant and reasonable questions that we ask). This does not constitute a guaranteed response time and in all cases we will use our best endeavors to resolve issues within the appropriate resolution time.

APPENDIX // ADMINISTRATIVE INFORMATION

# ADMIN INFORMATION

## PROOF OF LIABILITY INSURANCE AND LIMITS

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	ZLP 31M9830A	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		BA 9R506424	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/>					\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED \$	RETENTION \$				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
C	Cyber/Professional Liab		W23347180101	6/1/2018	6/1/2019	Limit: \$10,000,000

APPENDIX // CLAIMS, LIENS, LITIGATION HISTORY

# **CLAIMS, LIENS & LITIGATION**

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THERE ARE AND HAVE BEEN NO CLAIMS, LIENS AND LITIGATION AGAINST CARBONHOUSE SINCE OUR FOUNDING IN 1999. CARBONHOUSE HAS A 99% CLIENT RETENTION.

RFP NO: 19-09 SJC Cultural Events Division Website Redesign

Full Legal Company Name: carbonhouse llc dba carbonhouse

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: Name (s) of the attorneys representing all parties:

Amount actually recovered, if any:

Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
none

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes No X If yes, please explain in detail:

- 6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes No X If no, please explain why?

- 7. List the status of all pending claims currently filed against your company:

Liquidated Damages

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes No X If yes, please explain in detail:

(Use additional or supplemental pages as needed)

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**


**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

carbonhouse llc dba carbonhouse does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

11/13/2018

Date

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG. Before me, the undersigned authority, personally appeared Brandon Lucas who, being duly sworn, deposes and says he is VP SALES & OPERATIONS (Title) of CARBONHOUSE LLC (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 19-09 SJC Cultural Events Division Website Redesign. The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Brandon Lucas  
(Proposer)

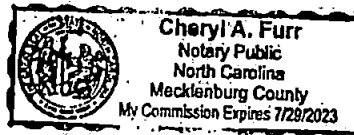
By *Brandon Lucas*  
VP Sales & Operations  
(Title)

STATE OF NC  
COUNTY OF MECKLENBURG

Subscribed and sworn to before me this 12 day of NOVEMBER, 2018, by BRANDON LUCAS who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

*Cheryl A. Furr*  
Notary Public

My commission expires:  
7/29/2023



**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

RFP NO: 19-09 SJC Cultural Events Division Website Redesign

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF CARBONHOUSE LLC, being of lawful age and being duly sworn I, BRANDON LUCAS VP SALES & OPERATIONS, as VP SALES & OPERATIONS (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 12 day of November, 2018.

Brandon Lucas

Signature of Affiant

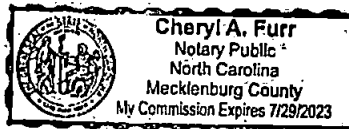
STATE OF NC

COUNTY OF MECKLENBURG

Subscribed and sworn to before me this 12 day of NOVEMBER, 2018, by BRANDON LUCAS who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

Cheryl A. Furr  
Notary Public

My commission expires:  
JULY 29, 2023





**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "A"**  
**IMPLEMENTATION PRICING PROPOSAL**

Each Respondent shall submit a detailed pricing proposal to reflect any and all System Implementation Cost to include but not limited to: Cost of Product, Software, Conversion, Training, and Other services to be provided under this contract along with this attachment for total cost. The Implementation Price shall include any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing the required services described herein.

**\$37,500 Plus optional add-ons** /100

Total Implementation Price written in Numerals

**thirty seven thousand five hundred dollars plus optional add-ons** /100

Total Implementation Price written in Words

- The Respondent is to provide a breakdown of all Implementation costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract.

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "B"**  
**ANNUAL MAINTENANCE PRICING PROPOSAL**

Each Respondent shall submit a detailed pricing proposal to reflect any and all Annual Maintenance Cost to include but not limited to: annual software cost, licensing cost, maintenance and upgrade fees to be provided under this contract along with this attachment for total cost. The Annual Maintenance Price shall include any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing the required services described herein.

\$600 per month first website, \$400 second website /100

Total Annual Maintenance Price written in Numerals

six hundred dollars per month first website, four hundred dollars second website /100

Total Annual Maintenance Price written in Words

- The Respondent is to provide a breakdown of all Annual Maintenance costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract.

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "C"**  
**HOURLY RATE**

Each Respondent shall submit a detailed pricing proposal along with this attachment to reflect an hourly rate for services not currently included in the Price Proposal (Technical Support, Additional Training etc.) which shall serve to lock in pricing for additional services requested by the County. The Hourly Rate shall include any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing additional hourly rate services requested by the County.

**\$225**

**/HR.**

**Total Hourly Rate written in Numerals**

**Two Hundred Twenty Five Dollars**

**/HR.**

**Total Hourly Rate written in Words**

- The Respondent is to provide a breakdown of all Hourly costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "D"**

**SERVICE AGREEMENTS / END-USER LICENSE AGREEMENTS**

(Attach or insert copy here any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., service level agreement, master service agreement, end-user license agreement, etc.))

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "E"**

**PROPOSED SCHEDULE/TIMELINE FOR IMPLEMENTATION OF DELIVERABLES**

(Attach or insert copy here)


Page 18 & 19 of RFP

Acknowledgment of Receipt of Addendum No. 1

**THE SUBMITTAL DUE REMAINS NOVEMBER 15, 2018 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

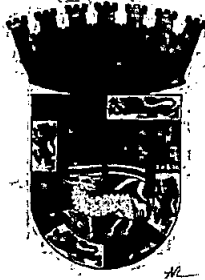
 November 13, 2018  
Signature and Date

Travis Hembree  
Procurement Coordinator

Brandon Lucas, VP Sales & Operations  
Printed Name/Title

carbonhouse  
Company Name (Print)

**END OF ADDENDUM NO. 1**



**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 19-09  
REQUEST FOR PROPOSALS**

**St. Johns County Cultural Events Division Website Redesign**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
<http://www.sjcfcl.us/Purchasing/index.aspx>**

**Final: 10/11/2018**

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- II. Introduction**
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- V. Request for Proposals Submittal Requirements & Evaluation**
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- VII. Optional Checklist**
- VIII. Sealed RFP Mailing Label**

**St. Johns County, FL – RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 19-09 – SJC Cultural Division Website Redesign**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, November 15, 2018**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting responses from qualified and interested firms to redesign and develop the Cultural Event Division websites to enhance the websites' back end functionality and marketing capabilities while streamlining the user experience on the front end. The proposed vendor must have experience working with clients in the live events industry and a thorough understanding of venue marketing needs in accordance with terms, conditions and specifications provided herein.

RFP Packages are available for downloading from On via Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #19-09. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** to the Designated Point of Contact as provided below by or before close of business (5:00PM) on **Thursday, November 1, 2018**.

**Designated Point of Contact:** Travis Hembree, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [thembree@sjcfl.us](mailto:thembree@sjcfl.us)  
Fax: (904) 209-0157

In the event the above referenced individual is unavailable or absent for more than 3 business days, interested firm may contact Leigh Daniels, Procurement Supervisor at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Interested firms shall not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 19-09 - SJC Cultural Events Division Website Redesign**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original hard copy and one (1) exact electronic PDF copy on a USB flash drive.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or

by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference, and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award or negotiate with the proposer that best serves the interests of St. Johns County.

## **PART II: INTRODUCTION**

### **A. Purpose:**

St. Johns County is soliciting responses from qualified and interested firms to redesign and develop the Cultural Event Division websites to enhance the websites' back end functionality and marketing capabilities while streamlining the user experience on the front end. The proposed vendor must have experience working with clients in the live events industry and a thorough understanding of venue marketing needs in accordance with terms, conditions and specifications provided herein.

### **B. Designated Point of Contact for Questions:**

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing to the Designated Point of Contact as provided below by or before close of business (5:00PM) on November 1, 2018.

**Designated Point of Contact:** Travis Hembree, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [thembree@sjcfl.us](mailto:thembree@sjcfl.us)  
Fax: (904) 209-0157

In the event the above referenced individual is unavailable or absent for more than 3 business days, interested firm may contact Leigh Daniels, Procurement Supervisor at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Interested firms shall not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

### **C. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

### **D. Submittal of Questions/Inquiries**

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before five o'clock (5:00PM) EST on Thursday, November 1, 2018. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

### **E. Equal Employment Opportunity**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**F. Solicitation Postponement/Cancellation**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**G. Right to Reject /Accept**

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

**H. Compliance with St. Johns County Purchase Policy and Procedures**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

**I. Tentative Schedule of Events**

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	October 12, 2018
Deadline for Questions / Requests for Information/Clarifications	November 1, 2018
Issuance of Final Addendum	November 8, 2018
Due Date for Submittal of RFP Packages	November 15, 2018
Evaluation Meeting for submitted RFP Packages	November 22, 2018
BOCC Meeting for Approval of Award to Recommended Firm	December 18, 2018
Negotiation of Contract	December 21, 2018
Award of Contract	January 2, 2018

**E. Due Date & Location:**

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, November 15, 2018**. Any packages received after the 4:00p.m. deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

**RFP Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**F. RFP Response Packaging Instructions:**

1. To be considered, submit one (1) original hard-copy containing all required documents and supplemental information and one (1) exact electronic PDF copy on a USB flash drive.
2. RFP Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: "**RFP No: 19-09 – SJC Cultural Division Website Redesign**".
3. Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.
4. Affix label, found at the end of this RFP document, to sealed envelope/container.

**G. Contract Award:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the

highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing, in order to award a Contract for the services described herein.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award the firm whose proposal best serves the interests of St. Johns County. The County will enter into negotiations with the next highest ranked firm if negotiations fail with the highest ranked firm.

**H. Contract Performance:**

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization, which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

## **PART III: SCOPE OF SERVICES**

### **A. Background**

The St. Johns County Cultural Events Division is dedicated to enriching the lives of the citizens of St. Johns County and surrounding communities through the presentation of the finest local, national, and international concerts and events. The St. Augustine Amphitheatre is a state of the art performing arts venue with the capacity to hold up to 4,800 concert goers. The amphitheatre serves as a local community venue that provides space for everything from high school graduation to internationally recognized musical acts. Currently, the Ponte Vedra Concert hall is a modern performing arts facility with the flexibility to house a 500 seat theatre or 1,000 people standing room only concert hall. The facility offers live entertainment, catering facilities, a visual arts lobby, and convention and meeting space rental.

### **B. Scope of Services**

**Website Redesign and Development:** St. Johns County seeks a redesign and development of the Cultural Event Division websites to enhance the websites' back end functionality and marketing capabilities while streamlining the user experience on the front end. The proposed vendor must have experience working with clients in the live events industry and a thorough understanding of venue marketing needs.

The proposed vendor shall provide the following:

1. Development of project plan and timeline
2. Redesign and development of the two websites, St. Augustine Amphitheatre ([www.staugamphitheatre.com](http://www.staugamphitheatre.com)) and Ponte Vedra Concert Hall ([www.pvconcerthall.com](http://www.pvconcerthall.com)), for a streamlined user experience that is aesthetically pleasing and meets the project requirements
3. Development and implementation plan for advanced search engine optimization
4. Detailed plan for security, critical recovery response, and support for high-volume issues
5. Training for staff on the content management system and website features
6. On-going support for security requirements, ADA compliance, technical support, and other regulations that arise
7. Hosting

### **Project Requirements**

1. Websites must have a cohesive design that is customized to align with the SJC Cultural Events Division branding.
2. Websites must be mobile responsive.
3. Websites must have a content management system that allows multiple users to add/modify/delete content on any of the website pages from any computer and mobile device.
4. The content management system must be user-friendly with an easy to navigate dashboard and customizable user permissions.
5. The content management system should automatically update event calendars and allow for scheduled content updates and promotions.
6. Websites should have open API for ticketing integration.
7. Websites should have an open API with integration of event information into existing peripheral websites.
8. Optional features should include ability to run contests and collect user data.
9. Websites must have social media integration.
10. Websites must include a search function.
11. The Cultural Events Division should have the ability to collect real-time analytics from both websites.
12. The Cultural Events Division must have the option to incorporate an e-commerce component to one or both of the sites.
13. Websites must have a featured news section or blog option.
14. Both websites must have secured, password protected pages for internal and administrative use.
15. Content Management System should include marketing tools and functionality.

## **PART IV: CONTRACT REQUIREMENTS**

### **A. Contract Agreement & Term:**

The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that St. Johns County will issue a contract for the duration of the services.

If awarded, the initial contract term shall be for a period of (1) calendar years, providing satisfactory performance has been maintained by the Contractor, and the County has continued need for the services. The contract may be renewed in one (1) year increments, for a maximum of four (4) on-year renewal periods. These contract renewals shall be contingent upon the continued, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

### **B. Contract Performance:**

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, labor, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary in the RFP response in order to comply with the requirements for satisfactory performance.

### **C. Insurance Requirements:**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, Fl 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**D. Indemnification:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

**E. Licenses, Permits & Fees:**

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

**F. Governing Laws & Regulations:**

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

**G. Termination:**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

**H. Sub-Contractors:**

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Company Qualifications, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If no sub-contractors are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

**PART V: RFP SUBMITTAL REQUIREMENTS & EVALUATION**

**A. Respondent Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposal. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposal shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposal, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. Minimum Qualifications**

The following are minimum qualification requirements that solicitation Respondents must meet in order to be eligible to submit a proposal. Responses must clearly show compliance to these minimum qualifications.

- Respondent must be currently licensed to do business in the State of Florida.
- Respondent must have at least five years of experience working with clients in the live events industry, specifically working with venues that host large-scale touring acts and use dynamic ticketing services.

**C. RFP Package Submittal Format:**

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Qualification Cover Page
2	Cover Letter
3	Company Qualifications
4	Past Experience
5	Services Provided and Ability to Meet Project Requirements
6	Total Cost Proposal
7	Claims, Liens, Litigation History

8	Administrative Information
9	Service Agreements and License Agreements
10	Proposed Schedule/Timeline

**D. Trade Secrets:**

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret."

If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret-Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**E. Public Records:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**F. Use of County Logo:**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**G. Conflict of Interest**

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

**H. RFP Package Components:**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original hard copy original on and one (1) exact electronic copy on USB drive, submitted in a sealed envelope or container labeled with Company name and RFP Number and name. Additionally, all headings, sections and sub-sections shall be identified appropriately. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

**Section 1: RFP Package Cover Page (Complete and Submit)**

**Section 2: Cover Letter**

Respondents shall provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address
- A brief statement of the respondent's understanding of the services required.
- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations

**Section 3: Company Qualifications**

In this section, Respondents shall provide evidence that the firm is properly licensed and qualified to perform the work, and has qualified staff to perform any or all of the scope of services associated with this RFP. In addition, provide a brief summary of the firm’s overall capabilities relative to the Cultural Events Division Website Redesign as outlined in the scope and work.

- Provide key personnel that may perform work under the award of this contract
- Provide a Company Organization Chart
- Include a list of proposed sub-consultants with credentials and qualifications
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)
- Provide a copy of security and privacy policy
- Provide a copy of Data Destruction and Security (SOP)

**Section 4: Past Experience**

In this section, respondent shall provide documentation to fully demonstrate any and all prior experience and past performance with clients of similar business and projects of similar scope, size and dollar value as specified herein.

**Section 5: Services Provided**

In this section, respondent shall provide a narrative (limit narrative to 5 to 6 pages) describing the firm’s services provided and the firm’s ability to meet the project requirements.

**Section 6: Pricing Proposal**

In this section, a quote cost for the Proposed Website must be included. Once the actual selection is made, the County will negotiate the fees, conditions and terms of the contract with the selected contractor. The quote must be provided as follows:

**Implementation Price Proposal** – Respondents must submit a detailed pricing proposal for the Implementation to include but not limited to: Cost of Product, Software, Conversion, Training, and Other services to be provided under this contract. This information shall be submitted on **Attachment “A”**. The firm submitting the lowest proposed cost shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Proposed Implementation Total Cost	Percentage	By	Weight	Equals	Weighted Score***
A	\$10,000.00	100	X	5	=	5
B	\$12,000.00	83*	X	5	=	4
C	\$15,000.00	67**	X	5	=	3

\* Vendor B’s percentage is  $\$10,000.00 \div \$12,000.00 = 83\%$

\*\* Vendor C’s percentage is  $\$10,000.00 \div \$15,000.00 = 67\%$

\*\*\* Weighted Score shall be rounded to nearest whole number

**Annual Maintenance Price Proposal** – Respondents must submit a detailed pricing proposal for the Annual Maintenance Cost to include but not limited to: Any and all annual software cost, licensing cost, maintenance and upgrade fees to be provided under this contract. This information shall be submitted on **Attachment “B”**.

The firm submitting the lowest proposed cost shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Proposed Annual Maintenance Total	Percentage	By	Weight	Equals	Weighted Score***
A	\$2,000.00	100	X	5	=	5
B	\$3,000.00	67*	X	5	=	3
C	\$5,000.00	40**	X	5	=	2

\* Vendor B's percentage is  $\$2,000.00 \div \$3,000.00 = 67\%$

\*\* Vendor C's percentage is  $\$2,000.00 \div \$5,000.00 = 40\%$

\*\*\* Weighted Score shall be rounded to nearest whole number

**Hourly Rate** - Respondents must submit an hourly rate for services not currently included in the Price Proposal (Technical Support, Additional Training etc) which shall serve to lock in pricing for additional services requested by the County. This information shall be submitted on **Attachment "C"** along with a detailed breakdown of cost included in hourly rate. The firm submitting the lowest proposed hourly rate shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Proposed Hourly Rate	Percentage	By	Weight	Equals	Weighted Score***
A	\$30.00	100	X	5	=	5
B	\$35.00	86*	X	5	=	4
C	\$40.00	75**	X	5	=	4

\* Vendor B's percentage is  $\$30.00 \div \$35.00 = 86\%$

\*\* Vendor C's percentage is  $\$30.00 \div \$40.00 = 75\%$

\*\*\* Weighted Score shall be rounded to nearest whole number

The total Pricing Score shall be based on the total cost of the Implementation Price Score plus the total Annual Maintenance Price Score plus the Hourly Rate Score as provided in the formula below.

Vendor	Implementation SCORE (0-5)	Plus	Annual Maintenance SCORE (0-5)	Plus	Hourly Rate SCORE (0-5)	Equals	TOTAL Pricing Score*** (0-15)
A	5	+	5	+	5	=	15
B	4	+	3	+	4	=	11
C	3	+	2	+	4	=	9

### Section 7: Claims, Liens, Litigation History

In this section of the package, each Respondent shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "F"** – Claims, Liens, and Litigation History.

### Section 8: Administrative Information

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Copies of Conflict of Interest Forms
- Acknowledged Addenda

### Section 9: Service

Respondents shall submit copies of any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., service level agreement, master service agreement, end-user license agreement, etc.). These agreements are an integral part of the resulting Contract and will be reviewed by the SJC Purchasing Department and the County Attorney's Office. Changes will be negotiated prior to award of Contract. (NOTE: any terms and conditions in the Respondent's agreements or documents that conflict with the County's terms and conditions contained herein shall be modified or removed and should be done so prior to submission by Respondent.) An electronic editable version of all supplemental agreements or documents must be provided with your proposal for legal review by the County Attorney's Office. The County does not guarantee the incorporation of those agreements or documents into the final Contract. This information shall be provided by submitting **Attachment "D"** – Service Agreements and License Agreements.

**Section 10: Proposed Schedule/Timeline**

Each Respondent shall provide a schedule/timeline for project completion.

**H. Evaluation of Responses:**

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee of no less than (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all responsive RFP Packages submitted, an electronic copy of the RFP Document with all issued Addenda, and Evaluator’s Score Sheet, and an Evaluator’s Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with one interaction or communication with any other individual. Evaluators’

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

**J. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points Per Evaluator:</u>
A. Company Qualifications	20
B. Services Offered & Ability to Complete Project Requirements	35
C. Past Experience	35
D. Total Cost Proposal	15
<b>Total Points for Evaluation Criteria A–D:</b>	<b>105</b>

**K. Recommendation for Award**

It is the intent of County Staff to make a recommendation for award to the St. Johns County Board of County Commissioners for the highest ranked firm based on the evaluation of responsive, submitted RFP Packages. Recommendation shall be to approve the award and authorize the negotiations with the highest ranked firm, and upon successful negotiations, enter into a Contract Agreement. If negotiations with the highest ranked firm are unsuccessful, the County reserves the right to discontinue negotiations with the highest ranked firm and begin negotiations with the subsequently ranked firms until agreement can be reached over terms and conditions, or until the County determines that continuing with negotiations is not in the best interest of the County.

**L. Protest Procedures**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County’s Purchasing Manual. All terms and conditions of the County’s Purchasing Manual are incorporated into this Request for Proposals by reference, and are fully binding.

**M. Determination of Responses**

The County shall make a determination for each Respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any Respondent who is not responsive to the requirements of this Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.



**PART VII:- ATTACHMENTS/FORMS**

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL HARD COPY & ONE (1) EXACT ELECTRONIC PDF COPY ON USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:**

**PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: Travis Hembree, Procurement Coordinator**

**COMPANY NAME:** \_\_\_\_\_

**COMPANY CONTACT:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "A"**  
**IMPLEMENTATION PRICING PROPOSAL**

Each Respondent shall submit a detailed pricing proposal to reflect any and all System Implementation Cost to include but not limited to: Cost of Product, Software, Conversion, Training, and Other services to be provided under this contract along with this attachment for total cost. The Implementation Price shall include any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing the required services described herein.

/100

---

Total Implementation Price written in Numerals

/100

---

Total Implementation Price written in Words

- The Respondent is to provide a breakdown of all Implementation costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract.

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "B"**  
**ANNUAL MAINTENANCE PRICING PROPOSAL**

Each Respondent shall submit a detailed pricing proposal to reflect any and all Annual Maintenance Cost to include but not limited to: annual software cost, licensing cost, maintenance and upgrade fees to be provided under this contract along with this attachment for total cost. The Annual Maintenance Price shall include any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing the required services described herein.

---

/100

Total Annual Maintenance Price written in Numerals

---

/100

Total Annual Maintenance Price written in Words

- The Respondent is to provide a breakdown of all Annual Maintenance costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract.

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "C"**  
**HOURLY RATE**

Each Respondent shall submit a detailed pricing proposal along with this attachment to reflect an hourly rate for services not currently included in the Price Proposal (Technical Support, Additional Training etc.) which shall serve to lock in pricing for additional services requested by the County. The Hourly Rate shall include any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing additional hourly rate services requested by the County.

\_\_\_\_\_ / HR.  
Total Hourly Rate written in Numerals

\_\_\_\_\_ /HR.  
Total Hourly Rate written in Words

- The Respondent is to provide a breakdown of all Hourly costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "D"**

**SERVICE AGREEMENTS / END-USER LICENSE AGREEMENTS**

(Attach or insert copy here any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., service level agreement, master service agreement, end-user license agreement, etc.))

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**ATTACHMENT "E"**

**PROPOSED SCHEDULE/TIMELINE FOR IMPLEMENTATION OF DELIVERABLES**

(Attach or insert copy here)

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

Full Legal Company Name: \_\_\_\_\_

**ATTACHMENT "F"**  
**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 19-09 SJC Cultural Events Division Website Redesign. The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

RFP NO: 19-09 SJC Cultural Events Division Website Redesign

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**St. Johns County Board of County Commissioners**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP NO: 19-09 SJC Cultural Events Division Website Redesign

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s): \_\_\_\_\_

Signature

Print Name/Title

Signature

Print Name/Title

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**PART VIII: OPTIONAL CHECKLIST**


<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFP Package Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company Qualifications		
<b>Section 4</b>	Past Experience		
<b>Section 5</b>	Services Provided & Ability to Meet Requirements		
<b>Section 6</b>	Total Cost Proposal		
	Attachment "A" – Implementation Pricing Proposal		
	Attachment "B" – Annual Maintenance Pricing Proposal		
	Attachment "C" – Hourly Rate		
<b>Section 7</b>	Administrative Information		
	Proof of Liability Insurance		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Forms		
	Acknowledged Addenda		
<b>Section 8</b>	Service Agreements and License Agreements		
	Attachment "D" – Service Agreements / End –User License Agreements		
<b>Section 9</b>	Proposed Schedule / Timeline		
	Attachment "E" – Proposed Timeline/Schedule For Implementation of Deliverables.		

**PART IX: SEALED RFP MAILING LABEL**

**RFP NO: 19-09 SJC Cultural Events Division Website Redesign**

**Cut along the outer border and affix this label  
to your sealed envelope to identify it as a  
"Sealed RFP"**

<b>SEALED RFP • DO NOT OPEN</b>	
SEALED RFP NO.:	<b>RFP 19-09</b>
RFP TITLE:	<b>St. Johns County Cultural Events Division Website Redesign</b>
DUE DATE/TIME:	<b>By 4:00PM – November 15, 2018</b>
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	<b>St. Johns County Purchasing Dept. ATTN: Travis Hembree 500 San Sebastian View St. Augustine FL 32084</b>



**END OF DOCUMENT**



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #1

November 5, 2018

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 19-09; St. Johns County Cultural Division Website Redesign

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with your proposal to the St. Johns County Purchasing Division, Attn: Travis Hembree; 500 San Sebastian View, St. Augustine, FL 32084.**

### Questions:

1. What is the budget for this project?  
**Answer:** Fifty Five Thousand Dollars (\$55,000.00).
2. Will remote meetings be allowed?  
**Answer:** Yes, but meetings must include video conferencing and screen sharing.
3. Is there a brand preference on a Content Management System (CMS)?  
**Answer:** No.
4. Will the 5 year experience requirement be waived if the team has more than 15 years of experience and several examples of completed similar projects?  
**Answer:** The requirement will not be waived, but will be acknowledged based on personnel and project experience rather than on the business's incorporation date.
5. Marketing tools and functionality, is there a breakdown of the specific functionality required?  
**Answer:** No.
6. Is there a preference for any specific marketing tools?  
**Answer:** No.
7. SEO is an ongoing task, beyond the initial SEO site optimization do you require on-going service to help increase SEO ranking and for what period?  
**Answer:** No.
8. Will there be a discovery/analysis phase before the start of the project?  
**Answer:** Yes, if agreed upon during contract negotiation.
9. Will the discovery/analysis phase require in-person meetings or digital remote meetings?  
**Answer:** Either, but digital remote meetings must include video conferencing and screen sharing.

10. The current websites are built in ASP.NET. For the new re-designed websites, are there any technology preferences or suggestions necessary?  
**Answer:** There are no technology preferences or suggestions necessary.
11. Please enlist the 3rd party integration that is required as mentioned in the RFP that is necessary to integrate with ticketing systems.  
**Answer:** Currently, Ticketmaster is the ticketing platform.
12. As mentioned in the RFP document, open APIs are necessary for integration of event information into existing peripheral websites. How many and what all peripheral websites are needed to consider in the scope?  
**Answer:** Currently, integration is with Ticketmaster.
13. Does migrating the content from current websites to new websites need to be included in the scope?  
**Answer:** Migrating the content will be based on respondent recommendations.
14. For training of content management system, do we need to travel to onsite or we can provide training over remote digital media?  
**Answer:** Yes, training over digital media must include video conferencing and screen sharing.
15. How many user types need to be supported for managing content from Admin panel??  
**Answer:** Two to more users.
16. Please list the hierarchy of user types.  
**Answer:** Restricted to different levels of editing.
17. During migration from old website to new websites, how the downtime shall be managed?  
**Answer:** Downtime shall be managed based on respondent recommendations.
18. For running contests, would more details be required to consider in the scope?  
**Answer:** Yes, to provide the ability to conduct contests such as "enter to win" sweepstakes, etc.
19. Is the front-end an informative website without user login and registration?  
**Answer:** Yes, with the option to have a password protected page for clients or members to access information.
20. Is the backend where various internal users shall be able to perform administrative operations? Please confirm.  
**Answer:** Yes, with the option to have a "members" only page or password protected page on the front-end where clients can access information.
21. Is there a preference for the analytics platform?  
**Answer:** No preference.
22. Are there other forms of e-commerce in addition to tickets?  
**Answer:** Merchandise.
23. Do the websites need to support only the English language or be multilingual?  
**Answer:** The websites must be in compliance with current regulations.
24. Who is the St. Johns County Cultural Division's point of contact during development?  
**Answer:** The project manager.
25. Are there any compulsions to have an on-site development team or an offshore team?  
**Answer:** The team should be the most experienced and meet the requirements stated in the RFP.

26. Is hosting going to be on premise or on cloud?

**Answer:** No preference.

27. Is there a brand preference for cloud hosting?

**Answer:** No.

28. How will the answers to questions regarding RFP 19-09 be provided?

**Answer:** Answers will be provided through a County issued Addendum.

29. Is there a portal to access the answers to questions regarding RFP 19-09?

**Answer:** The answers will be provided through a County issued Addendum posted on [www.demandstar.com](http://www.demandstar.com).

30. How many concurrent users shall be accessing the site?

**Answer:** 4 or more.

31. Are there other non-functional requirements that need to be considered?

**Answer:** Not currently.

32. What CMS is currently used?

**Answer:** The CMS is custom.

33. Can companies outside of Florida submit a proposal and register a license with the state after approval?

**Answer:** Respondents must be currently licensed to do business in the State of Florida.

34. Is the Department open to open-source CMS?

**Answer:** No preference.

**THE SUBMITTAL DUE REMAINS NOVEMBER 15, 2018 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Travis Hembree  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**