

# ***Digital Marketing Proposal for The City of Asheville***

Prepared For: Christy Edwards  
Company: The City of Asheville  
Email: [cedwards@ashevillenc.gov](mailto:cedwards@ashevillenc.gov)

Prepared By: Chris Rupp  
Phone: 919.280.3951  
Email: [chris@redsharkdigital.com](mailto:chris@redsharkdigital.com)



## Introduction

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Red Shark Digital is pleased to submit a proposal for the web site development of The City of Asheville (hereafter known as the Client). This proposal describes the technology, services, terms, and schedule for the web site development project and digital services.

In the digital age, a web site is your business or organization's front entrance through which many customers will pass. Our mission is to give you a professional on-line presence that will generally enhance your organization's image and branding, as well as move prospects through the sales process to provide a lasting ROI.

## About Us

Red Shark Digital is the leading Full Service Digital Marketing Agency in Eastern North Carolina, with offices in both Greenville and Wilmington. Our expert team is poised to deliver an amazing experience from start to finish. We have over 20 years of experience in the marketing field with a long list of satisfied customers. We will be happy to provide references upon request.

We have a clear understanding of the project, and we have the knowledge, skills and experience to successfully complete it to above and beyond your expectations.

## Our Team & Leadership



Chris Rupp / CEO, Creative Director + Project Manager

Chris is well known for his strategic imagination in aligning business goals with creative strategy, has successfully led brand design and marketing strategies for a variety of clients. His experience spans across a variety of industries—including technology, healthcare, retail, consumer products, professional services and comprehensive e-commerce solutions.

Committed to elegant solutions and powerfully simple communications, his areas of expertise include brand development and creative direction, project management and overall operational management. He has a true passion for strategizing the growth for start-ups to well established businesses and organizations.

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Richard Wilder / VP Business Development, Project Manager

Richard is a highly regarded business development and project manager for small and medium sized businesses. His process-driven approach to developing rich customer experiences helps our clients grow into the market faster and more effectively. For 25 years, he has applied his training in the areas of corporate identity, branding, and growth for notable clients in a variety of verticals. Richard is committed to proving long-term ROI for all of Red Shark Digital's services to our clients and clearing the way through a complex digital world.

Sara Dover  
Account Executive

Marvin Santos  
Senior Web Developer

Pam Craigle  
Creative



A full list of all Red Shark Digital employees and bios can be provided upon request.

## Our Process



This free consultation allows us the opportunity to get to know you, what you are passionate about, and what direction you want to take your business.

Leaving no stone unturned, we'll provide you with a project specification and brainstorm some ideas with you.



Now we design a wireframe in photoshop so you can see what your website will look like. We'll spend time in this stage until your website looks like how you want it.

Only after you okay the framework and the website concept will we move forward.



Once you approve the final look for your website, we turn the nerd up a notch and our developers get started with the coding.

You can depend on our experience to know you'll get standards-based and accessible websites that work perfectly in modern web browsers.



Time to show your site to the world! Once we officially launch the site, we don't just disappear and leave you with a great looking site but no way of managing it.

We work carefully with your team throughout the process, enabling a smooth transition.



Now that you have an awesome website, we want to make sure it stays awesome. Our team of experts are always available for any questions or updates you may need.

RSD also can help you get ranked higher on Google through our Search Engine Optimization solutions.

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In order to develop a web site that fulfills all the goals of your project, the proposed web development will take place in several distinct phases:

### Planning

Here the scope, requirements, and description of the final project will be determined and documented, including the overarching project goals, number of pages, coding complexity, site hierarchy, merchandizing needs, language and web tools used, plus forms, animations/graphics, and other specialized content.

### Concept Design

Wireframes and/or page mock-ups are created that reflect the general appearance and the look and feel of the website for visitors. Once these are reviewed and approved web development will begin.

### Creation and Coding for Primary Pages

Primary site (i.e. top level) web pages are created in the previously determined language, to meet all the appearance, performance, and content requirements. Then the Client will review the primary pages with appropriate feedback for revision.

### Primary Page Creation & Coding for Secondary Pages

Primary web site pages are revised in accordance with the review/feedback. All site secondary pages are created.

### Web Site Review and Testing

The finished web site will be reviewed and all functional aspects tested (i.e. forms, carts).

### Training, Acceptance and Project Completion

Once revisions and modifications resulting from reviews are complete, the web site will be uploaded and launched live. Training will follow to ensure the owner and other employees have a clear understanding and knowledge of the CMS. After a successful one-week period, the web site project will be considered complete.

## Your Project Overview

The goal of this project is to launch a new, interactive and informative website, linking city services and subordinate sites, particularly information systems, external database searches, online utility payments, citizen reporting tools, citizen engagement tools, activity registrations and social networking sites for The City of Asheville. Red Shark Digital will develop, design and implement a completely custom CMS website emphasizing simplicity with a modern and responsive theme. The clean and clear navigation will allow new visitors to easily find the exact information they came looking for. If a new user visits an easy to use site and clearly find what first attracted them to it, they are much more likely to have a good user experience.

**URL:** [www.ashevillenc.gov](http://www.ashevillenc.gov)

**Scope:** Responsive website design with new look incorporating modern best practices and interfaces, integrating city's source blog, while also migrating current content.

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## The Works – Included

- Fully Custom Wordpress CMS Website (World's #1 Content Management System)
- Can be expandable to ANY size! 50 pages included. Additional pages \$150 each)
- Current content integration and management
- Up to 50 stock images
- Multiple mockups upon request and UNLIMITED revisions during design stage
- Up to 6 custom design homepage slider images
- Customer contact form – Receive leads from your website in your email
- Integrate 3<sup>rd</sup> party applications
- Link all social media accounts
- Customized CMS dashboard allows ability to manage all site content yourself
- Annual company marketing review
- Search engine friendly website
- **Custom Responsive Design** – Your website will automatically adjust to every screen size!
- Full Service Experience – Design, Development, Training, Hosting & More
- Dedicated Project Manager: Richard Wilder

## Site Demand Requirements Included

- Accessibility to users of all abilities, including those with visual, hearing, or physical impairments.
- Design of the website should support the branding efforts of the City and reflect the diverse make up and vision of the residents and businesses of the community.
- Functional and easy to use calendar feature.
- Provision of configurable site navigation menus on each page which provide quick access to all the key pages of the site.
- Incorporate easy to use search utility displaying descriptive information on all content in the search results.
- Ensuring site design is cross browser compatible.
- Provide integration with existing government web applications currently in use and provide for easy integration with future government applications.
- Optimized templates, themes or skins for page load speed

## Optional Services





- Website Content Updates – \$99/month for 2 hours each month for any changes
- Native Mobile App for iOS and Android ~~\$1499~~ \$499
  - Requires \$69/month hosting fee and includes unlimited push notifications
- SEO Keywords (Search Engine Optimization) – **Have your site appear on Google!**
  - 8 Keywords ~~\$399~~ \$349/month minimum of 6 months
  - 20 Keywords ~~\$699~~ \$599/month minimum of 6 months
- Retargeting Ads – Display ads that target your website visitors on popular websites
- Pay-Per-Click Google AdWords

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## Hosting Packages

- **Basic Hosting – \$29/month**  
Red Shark Digital will provide 99.9% uptime of your website, regular backups, monitor security, update servers, maintain your websites database system, update the CMS and any plugins as needed. We take full responsibility for any server infections or security breaches to your website when hosted with us. We will pay 100% of the costs to remove any infections even if that requires a completely new rebuild to its original state.
- **E-Commerce or Advanced Hosting – \$59/month – Recommended**  
Includes everything in Basic Hosting plus added security layers for secure form or e-commerce transmissions. This option also allows an advanced site owner your own cPanel access.
- **I will provide my own hosting.**  
You agree that you are 100% responsible for all website and server maintenance including but not limited to: Uptime, backups, security, server updates, database updates, CMS and plugin updates.

## Project Estimate – The Works

| Title/Description   | Cost   | Unit   | Quantity | Subtotal   |
|---|--------|--------|----------|------------|
| <br>Design / Mockups                     | \$4600 | /site  | 1        | \$4600.00  |
| <br>Custom HTML/PHP Coding              | \$75   | /hour  | 280      | \$21000.00 |
| <br>Digital Services<br>•              |        |        |          |            |
| <br>Hosting Package<br>• Basic Hosting | \$59   | /month | 12       |            |

**Grand Total: \$25,600.00**

**Monthly Fees: \$59.00**

**Payment Schedule**

- Milestone 1 Due Now to Start (40%): \$10240.00
- Milestone 2 Due After Project is 75% Complete (30%): \$7680.00
- Milestone 3 Due Upon Launch Date (30%): \$7680.00

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# TERMS & CONDITIONS

## THESE ARE THE STANDARD TERMS AND CONDITIONS REFERRED TO IN THE FOREGOING CONTRACT BETWEEN RED SHARK DIGITAL AND THE CITY OF ASHEVILLE.

### 1. DEFINITION OF TERMS

**RED SHARK DIGITAL** – Having its principal place of business at 2710 E 10<sup>th</sup> St, Greenville, NC 27858

**The Client** - the entity which enters into a contract with RED SHARK DIGITAL

**Domain Name** - the root address of a website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.

**Downtime** - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

**Host** - the company on whose system the Website physically resides.

**Link, Hyperlink** - a 'clickable' link embedded on a web page which may take the form of a graphic or text.

**Search Engine** - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

**Website** - a collection of web pages and associated code which forms an integrated presence.

**The Work** - the subject matter of the contract between the Client and RED SHARK DIGITAL.

### 2. FEES

#### 2.1

##### **Fee Payable**

A non-refundable deposit of 50% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. RED SHARK DIGITAL reserves the right not to begin the Work until the said deposit has been paid in full. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

#### 2.2

##### **Maintenance Fees**

Maintenance, if included in the contract, shall be on an as needed basis, with a minimum of \$75 payable in any month where updating is necessary. Fees will be assessed on an hourly basis at \$75 per hour or part thereof. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.

### 3. DISCLAIMERS

#### 3.1

##### **Third Parties**

RED SHARK DIGITAL can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although RED SHARK DIGITAL will

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endeavour to ensure that Website downtime is kept to a minimum. RED SHARK DIGITAL hosting has an average up-time of 99.9%.

### **3.2**

#### **Maintenance and Correction of Errors**

RED SHARK DIGITAL takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to RED SHARK DIGITAL will be corrected free of charge, but RED SHARK DIGITAL reserves the right to charge a reasonable fee for correction of errors for which RED SHARK DIGITAL is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to RED SHARK DIGITAL by the Client.

### **3.3**

#### **Extent of Work**

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

### **3.4**

#### **Consequential Loss**

Under no circumstances will RED SHARK DIGITAL be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure. A hosting contract will ensure that all data is backed up.

### **3.5**

#### **Status and Duration of Offers**

Proposals and offers are valid for a period of one month from the date issued. RED SHARK DIGITAL is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

### **3.6**

#### **Search Engine Listings**

RED SHARK DIGITAL does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not RED SHARK DIGITAL who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. RED SHARK DIGITAL does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

## **4. COMPLETION OF WORK AND PAYMENT**

### **4.1**

#### **Completion of Work**

RED SHARK DIGITAL warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. RED SHARK DIGITAL will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. RED SHARK DIGITAL will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorization from the Client.

### **4.2**

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### **Supply of Materials**

The Client is to supply all materials and information required for RED SHARK DIGITAL to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, RED SHARK DIGITAL has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, RED SHARK DIGITAL has the right to invoice the Client for any part or parts of the Work already completed.

### **4.3**

#### **Approval of Work**

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify RED SHARK DIGITAL, in writing, of any unsatisfactory points within 10 days of receipt of such notification. Any of the Work which has not been reported in writing to RED SHARK DIGITAL as unsatisfactory within the 10 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

### **4.4**

#### **Rejected Work**

If the Client rejects the Work within the 10 day review period, or will not approve subsequent Work performed by RED SHARK DIGITAL to remedy any points reported by the Client as unsatisfactory, and RED SHARK DIGITAL considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and RED SHARK DIGITAL can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

### **4.5**

#### **Payment**

Upon completion of 7 day review period, RED SHARK DIGITAL will invoice the Client for the 50% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 14 days of the date that the invoice was issued.

### **4.6**

#### **Remedies for Overdue Payment**

If payment has not been received by the due date, RED SHARK DIGITAL has the right to suspend on-going work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 14 days after the due date, RED SHARK DIGITAL has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, RED SHARK DIGITAL does not remove the Client's obligation to pay any outstanding monies owing.

## **5. INTELLECTUAL PROPERTY**

### **5.1**

#### **Offers and Proposals**

Offers and proposals made by RED SHARK DIGITAL to potential clients should be treated as trade secrets and remain the property of RED SHARK DIGITAL. Such offers and proposals or the

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information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from RED SHARK DIGITAL. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

## 5.2

### **Warranty by Client as to Ownership of Intellectual Property Rights**

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to RED SHARK DIGITAL for inclusion on the Website. The conclusion of a contract between RED SHARK DIGITAL and the Client shall be regarded as a guarantee by the Client to RED SHARK DIGITAL that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of RED SHARK DIGITAL and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

## 5.3

### **Domain Name**

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify RED SHARK DIGITAL, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party. If RED SHARK DIGITAL registered your domain name, an annual fee of \$20 will be charged to renew the domain with the registrar unless RED SHARK DIGITAL receives a cancellation notice within 60 day prior to the domain expiration date.

## 5.4

### **Licensing**

Once RED SHARK DIGITAL has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents.

## 5.5

### **Trade Secrets**

Any code that is not freely accessible to third parties and not in the public domain, and to which RED SHARK DIGITAL or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from RED SHARK DIGITAL. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which RED SHARK DIGITAL or their suppliers owns the copyright. RED SHARK DIGITAL acknowledges the intellectual property rights of the Client. Information passed in written form to RED SHARK DIGITAL, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

## **6. RIGHTS AND RESPONSIBILITIES**

### 6.1

#### **Right to Terminate**

RED SHARK DIGITAL reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

### 6.2

#### **Events Beyond the Control of RED SHARK DIGITAL**

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RED SHARK DIGITAL will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of RED SHARK DIGITAL.

### 6.3

#### **Supply and Pricing of Services**

RED SHARK DIGITAL reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

## 7. INTERPRETATION

### 7.1

#### **Jurisdiction**

This Agreement shall be governed by the laws of North Carolina, which shall claim venue and jurisdiction for any legal action or claim arising from the contract between RED SHARK DIGITAL and the Client. The said contract is void where prohibited by law.

### 7.2

#### **Survival of Contract**

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

### 7.3

#### **Change of Terms and Conditions**

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

## RED SHARK DIGITAL CONTRACT

INTEGRATIVE MOBILE, LLC *residing at 2710 E 10<sup>th</sup> St, Greenville, NC 27858, trading as RED SHARK DIGITAL, having its principal place of business at 2710 E 10<sup>th</sup> St, Greenville, NC 27858 aforesaid (hereinafter referred to as “the first party”)*

*and*

*They City of Asheville having its principal place of business at 70 Court Plaza, Asheville, NC 28802 (hereinafter referred to as “the second party”)*

WHEREAS

(ONE) The second party has requested that the first party undertake certain services in connection with the second party’s website and / or digital

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media services.

(TWO) The first party has agreed to undertake these services

THEREFORE it is hereby agreed and declared as follows:-

(ONE) The first party will undertake services to include [detailed specification of work to be carried out] (hereinafter referred to as “the Works”)

(TWO) The Works will be undertaken and completed

(THREE) The Works will be completed subject to the Standard Terms and Conditions annexed and signed as relative hereto

IN WITNESS WHEREOF

Signed on behalf of RED SHARK DIGITAL

.....

At.....

Date.....

Witness.....

Full Name.....

Address.....

.....

Signed on behalf of The CITY OF ASHEVILLE

.....

At.....

Date.....

Witness.....

Full Name.....

Address.....

.....

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## Proposal Requirements:

### 1. References

Greenville, NC Conventions & Visitors Bureau  
[www.visitgreenvillenc.com](http://www.visitgreenvillenc.com)  
Andrew Schmidt - [aschmidt@greenvillenc.gov](mailto:aschmidt@greenvillenc.gov)  
252-329-4200

XTG Global  
[www.xtgglobal.com](http://www.xtgglobal.com)  
Oksana Cobey – [ocobey@xtgglobal.com](mailto:ocobey@xtgglobal.com)  
919-354-3198

Pitt County School Athletics  
[www.pittcountyathletics.com](http://www.pittcountyathletics.com)  
Ron Butler - [butlerr@pitt.k12.nc.us](mailto:butlerr@pitt.k12.nc.us)  
252-830-4200

3C! Packaging Company  
[www.3cpackaging.com](http://www.3cpackaging.com)  
[jrelphick@3cpackaging.com](mailto:jrelphick@3cpackaging.com)  
919-553-4114

2. **How many years has your company been in the web design business?**  
*Red Shark Digital has been in business for 4 years with 100% client satisfaction*
3. **Red Shark builds customized Word Press responsive theme solutions for clients. We “clean code” the entire process and make it transparent to the end user during every development stage of the build. We train the users on the customized Wordpress backend dashboard for optimal use and practicality.**
4. **Evaluation of user experience**
  - a. **We do a comprehensive review for each of our clients thru each phase of development. We strive make the backend dashboard easy to use and customize to the clients’ request.**
5. **See above.**

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