



**Request for Proposal for  
Website Redesign and Development**

**Sonoma-Mendocino Economic Development District (SMEDD)**

**Date: August 22, 2022**

**Contact info: Alison de Grassi; [alison@westcenter.org](mailto:alison@westcenter.org) (No phone calls please)**

**INTRODUCTION**

The Sonoma-Mendocino Economic Development District (SMEDD) is initiating a Request for Proposal (RFP) process to identify a vendor qualified to plan, execute, and deliver an ADA-compliant website for SMEDD built on the WordPress platform.

SMEDD requires a vendor who has demonstrated experience in managing website projects and expertise with best practices regarding successful website architecture, design, development, and deployment.

**ABOUT SMEDD**

The Sonoma-Mendocino Economic Development District is a two-county partnership, created through a joint power's agreement in 2015, to engage in regional economic development planning. County leaders recognized an important opportunity to coordinate and pool resources in areas where joint planning can accomplish more for the region's development than either county's independent efforts.

Every five years, the Sonoma-Mendocino Economic Development District (SMEDD) unites the counties of Mendocino and Sonoma in creating a joint Comprehensive Economic Development Strategy (CEDS) for the two-county region. Funded by the federal Economic Development Administration and with input from local partners and community members, this multi-year strategy aims to uncover untapped economic potential in the region and to secure a robust and stable regional economy. The district is responsible for overseeing completion and implementation of the Sonoma-Mendocino CEDS. The 2022 CEDS was recently completed by a regional strategy committee.

A CEDS is a federally-required regional economic development plan that must be completed in order to become eligible for various funding programs under the Economic Development Administration (EDA), an agency within the U.S. Department of Commerce. A CEDS should not be viewed solely as a mechanism for qualifying for federal funding. It serves as a roadmap for regional economic development in general—linking, leveraging, and aligning local assets and stakeholders to achieve regional goals.

**PROJECT BACKGROUND**

This RFP is to create a single compelling site with a goal to establish the SMEDD as its own entity, educate the region on CEDS and associated projects, and be a single source of the District's Board of Directors' meetings, agendas, and communications.

## GENERAL SCOPE OF WORK

SMEDD seeks a vendor that will provide a dedicated Project Manager, messaging strategist, UI/UX designer(s), and expert WP developer(s) for the following services:

- Project Core Elements:
  - Research and discovery, including kick-off meeting
  - Client portal that acts as a one-stop shop for the project team, schedule, creative index, additions to the project and more
- Content and Messaging
  - Brand exploration and key messaging
  - Content development
  - Training on how to use the website
- Website Core Features:
  - Design process (sitemap, wireframes, moodboards and style guide, and mockups) built on the WordPress platform
  - Responsive design and development so the site works on mobile and desktop devices
  - Best practices in code for Search Engine Optimization
  - Header/footer, home page, and core page builder elements
- Website Pages:
  - 4-6 key pages (i.e. About Us, Goals and Objectives, Board Documents, Contact, etc...)
  - Social media Integration
- Advanced features that integrate with the whole site or key features:
  - Multi-language options
  - General site announcement
  - Mailing list sign-up integration and/or form
  - Compliance with ADA and Cookies (GDPR and CCPA)
- Launch
  - Quality assurance and testing across multiple browsers and devices
  - Verify: sitemap.xml, Google Analytics, 301 redirects, forms
  - Server/DNS configurations and customer support
  - Launch the website
- Optional Ongoing Services:
  - Hosting
  - WordPress Software Updates
  - Monthly retainers for design or development needs

## PROJECT BUDGET

The projected budget for the redesign and launch is between \$25,000 and \$35,000.

## PROPOSAL CONTENT

Please provide the following information in your proposal.

- Sample project plan
- Itemized project budget
- Project timeline phases
- Your approach to website design
- Details regarding your website project management process
- A summary of website development experience
- Identify who will be involved on your project team, including their relevant experience and credentials
- Please be sure to include the name and contact details of persons to be approached for clarification of the proposal if needed.

## TERMINATION OF CONTRACT

SMEDD will require standard termination clause language in the proposal. Please provide this information in the final proposal.

## REFERENCES

- Please include a relevant client list related to website design and development using the WordPress platform and the number of years you have worked with them
- Please provide three relevant references that can speak to your website design and development services

## PROPOSAL SUBMISSIONS

Proposals must be received by end of day on **Tuesday, September 6, 2022**.

All eligible proposals will be reviewed and finalized by the SMEDD website development team. All agencies submitting proposals will be notified via email or mail on the status and the final selection.

If there is more than (1) one vendor for final consideration, SMEDD may require the final vendors to appear for a remote interview or provide additional information to determine the final candidate.

## EVALUATION OF PROPOSALS

Proposals will be evaluated on the following criteria:

- Insight and approach to developing a website redesign and launch
- Demonstrated ability to develop robust integrated websites
- Understanding your approach to working with a Board and committee members
- Qualifications and experience of staff that would be assigned to the project
- Cost structure



# STREAMLINE

Website tools that help  
special districts stay compliant

Sonoma Mendocino Economic Development District,

We are pleased to present this proposal for your consideration. It is likely quite a bit different than others you'll receive, as we have built an *online, subscription-based software product specifically for special districts*. Streamline Web is designed to make it easier and less expensive for you to communicate with your constituents. Its features are designed to save you time and money, and to give you complete control over your site and its content—even if your staff isn't technology savvy. With features like our meeting dashboard, agenda reminders, transparency dashboard and full Section 508 compliance, Streamline Web has your back.

We know that standardizing a solution for special districts leads to better technology, better service, and will help empower you to better serve your community. We would love to provide a demo to your team at your convenience and welcome any questions you may have.

Special districts are doing important work and we would like to partner with you to help.

Madison Wallace, Account Executive  
Streamline  
2321 P Street, Sacramento CA 95816  
[madison@getstreamline.com](mailto:madison@getstreamline.com)  
805-963-6521  
[www.getstreamline.com](http://www.getstreamline.com)

## Executive Summary

Streamline Web was built for special districts. With over 750 customers using our platform (located in California, Oregon, Florida, Utah, Colorado, Montana, Illinois, Washington, and Wyoming), features are continually being developed to provide the functionality needed most by special districts.

Built by a nationally-recognized team of web designers and developers with personal connections to their local districts, Streamline is passionate not only about web technology but how to launch beautiful websites that serve the community. Streamline was created to help special districts: to save you money, and to protect you so that you don't have to worry about upcoming legislation or being out of compliance with whatever state mandates come next. We build our features based upon our members' needs in partnership with state and national associations of special districts.

Streamline Web includes a meeting dashboard to allow you to see your meetings, agendas, and minutes at a glance. It's easy to see if anything is missing, and the agenda reminders help you stay in compliance with the agenda 72-hour posting deadline and all SB 929 requirements. Not to mention, your site is ADA compliant by design.

Pricing is based upon annual operating revenue and membership status with the CSDA. CSDA members receive a discount, and Streamline uses a percentage of these membership fees to go back to CSDA to support the important work they do advocating for special districts.

No contracts are required; pricing is one low monthly membership fee and includes unlimited hosting, file uploads and support, domain, payments tool, all new features developed for the special district community, and access to our extensive knowledge base and support portal. You'll also get free, unlimited access to ADA and cybersecurity training. Special districts will never have to go back to their board to ask for more money! A pricing matrix is included later in this document.

Our platform is designed to let you do what you do best, and keep the technology out of the way.

## Experience and Qualifications

Streamline has more than 750 special districts on its Web platform with 99% retention rate year over year for the past five years. Streamline has worked with a variety of special districts since its inception and brings on an average of five new districts per week.

### **Key personnel**

Maria Lara, National Director, leads our customer exploration, discovery, and onboarding process. Maria speaks on issues of particular importance to districts, such as how to be sure your website is ADA compliant, how to fight fake news about your district, and cybersecurity best practices.

Chris Carrassi, Customer Success Manager, ensures that all customers are onboarded, trained, and supported for their website. He leads customer training sessions, webinars, and is available first-hand for any support needed.

John Azevedo, Chief Operating Officer, makes sure our product is meeting and exceeding our customer's needs. Taking feature requests and ideas from our support and management teams and turning them into reality is his primary focus.

Stephen Potenza, Lead Software Engineer, brings almost 20 years of experience developing web-based applications. In addition to his technical expertise, he has an eye for design and brings an empathetic approach to user interface architecture.

Madison Wallace, Account Executive, is responsible for building and maintaining client relationships by learning about the district's goals and how Streamline can meet those needs. Madison walks through the process with the customer entirely to ensure Streamline is the right fit for their district.

Annelise Spargo, Director of Marketing, leads our thought leadership and public outreach efforts. Managing our social media channel, marketing campaigns, and national events, Annelise provides all communication needs to spread the word about Streamline.

Mac Clemmens, CEO, has a passion for accessible technology. In 2018, Mac won the "access award" from Disability Rights California, the nation's largest disability advocacy group, for his work creating ADA-compliant websites for various disabilities.

## Platform overview: key features

- **Simple to use CMS** provides complete control over your menus, content, videos, images, and files. You can even use the Theme Customizer to change the layout and “feel” of your site without knowing any code. Set permissions to assign various levels of access for editors.
- **Unlimited hosting and support:** upload as many files as you like, and reach out anytime you need us for something.
- **Meeting dashboard.** The meeting dashboard is designed to help special districts keep up to date with **SB 929 requirements**. See at a glance if you’re missing any agendas or minutes, and upload unlimited supporting documents.
- **Agenda reminders.** Use the agenda reminder functionality to send an email to the Board Secretary before the **posting deadline**, so you never forget to post your agenda online.
- **Clear indication of state compliance.** The transparency dashboard clearly indicates the website **content required in CA** and allows you to create and publish this content with ease.
- **Compliance with all current and upcoming government requirements.** The state will likely keep passing on mandated posting requirements, and we’ll be here to provide the tools you need to comply.
- **ADA / Section 508 compliance** for visitors with disabilities, as **required by federal and CA law**.
- **Templated “starter” content.** Use our starter content to draft various policies (for example, your Brown Act compliance policy), potentially saving thousands of dollars in legal fees.
- **Search inside PDFs** allows your visitors to find documents matching their search terms that are inside file attachments like PDFs, Word Docs, etc.
- **Secure. SSL certificates** are included at no additional charge, and are self-renewing. This improves your search engine ranking automatically!
- **Responsive and mobile-friendly** out of the box—no need to manage a separate app or content for your mobile site. You won’t get penalized by Google and removed from search engine results on mobile devices.
- **Simple, intuitive control** over content, including image size and placement.
- **Emergency notification drop-down** - notify site visitors of special events, in either notice mode (grey) or emergency mode (red). Set or disable with the click of a button.
- **Easily embed anything:** images, videos, files, HTML widgets, webforms, and even calendars into any page in seconds.
- **Translation capability:** enable Google Translate for the languages of your choice (no charge).
- **Theme customizer** allows you to change the look and feel of your site in seconds, with no technical knowledge or cost (see some of the options at <http://tinyurl.com/streamline-theme>)
- **Search engine optimized:** Streamline is SEO-enabled by default with pretty URLs, custom site description, and more.
- **In-app calendar** that automatically populates meetings and events
- **Site analytics:** easily embed Google Analytics and set up automated reports.

## Technical specifications of note

Streamline Web is a cloud-based, hosted solution. Streamline hosting is redundant and secure, with locations on both sides of the country and nightly automatic backups. Uptime is above 99.99%, with a guaranteed uptime of 99.9%.

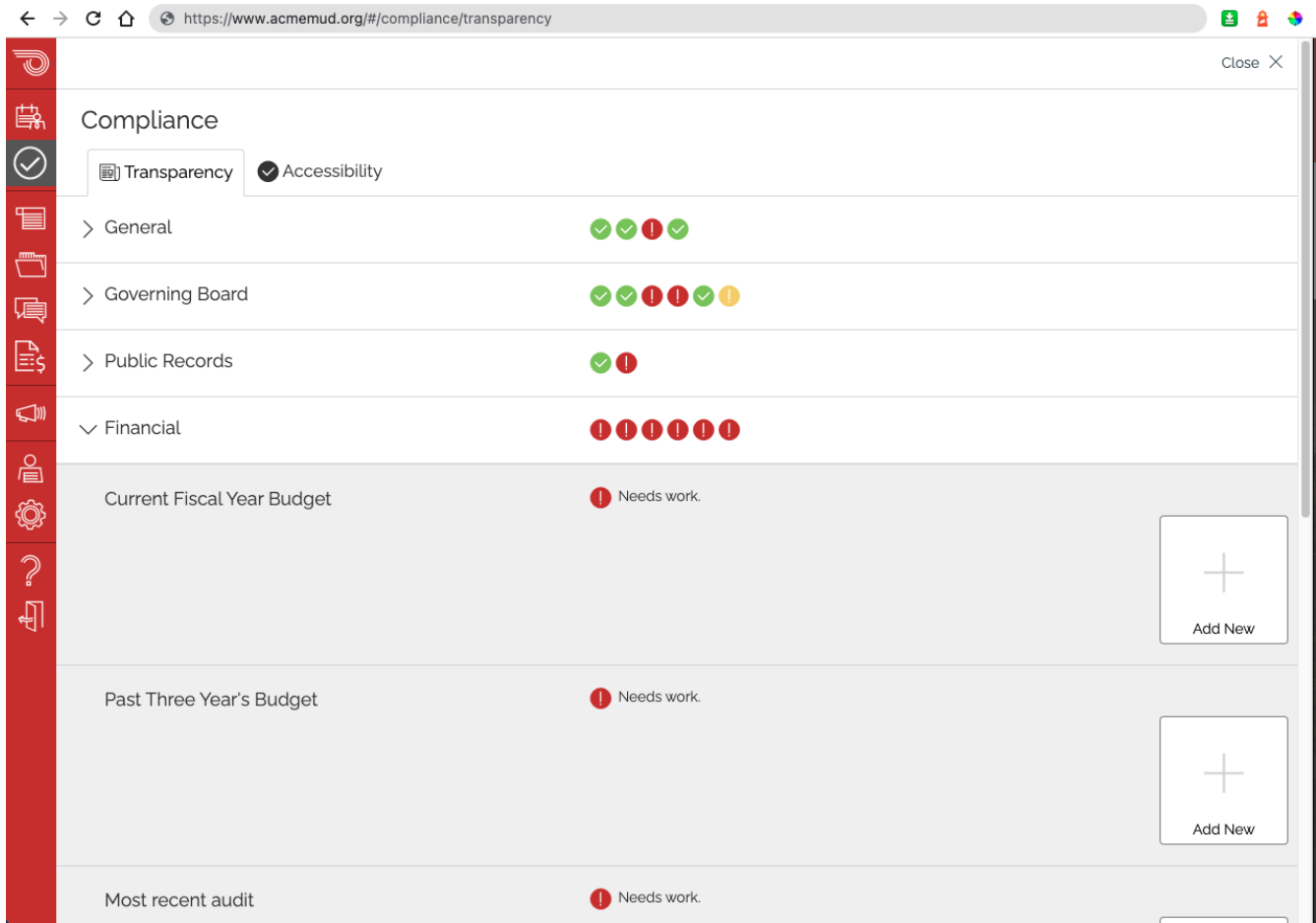
**The Meeting Dashboard.** See due dates for Agendas per the posting deadline, and set the Agenda notifier to remind your Board Secretary when agendas need to be posted.

The screenshot shows a web browser at `bffire.org/#/meetings`. The interface features a red sidebar with navigation icons and a main content area with a table of meetings. A modal window is open over the 'Agenda' column, allowing users to configure email reminders.

Date & Description	Agenda	Minutes	Supporting Docs
<a href="#">+ Add New Meeting</a>	<input checked="" type="checkbox"/> Send an email reminder ahead of the 24 hour agenda deadline		
<a href="#">+ Add Suggested Meeting</a>	When to send the reminder: 7 days before agenda deadline		
<a href="#">Wed Dec 8, 2021 Meeting</a>	Where to send the reminder to: john@example.com		+ Add File
<a href="#">Wed Nov 17, 2021 Meeting</a>	Note: agenda reminders will be sent for meetings added to your site only. We recommend adding meetings for the next few months ahead of time.	Not uploaded	+ Add File
<a href="#">Wed Oct 20, 2021 Meeting</a>	Meeting .pdf	Minutes - October 20, 2021.pdf	+ Add File
<a href="#">Wed Sep 15, 2021 Meeting</a>	AGENDA - Sep. 15 2021 - Regular Meeting_.pdf	Minutes - September 15, 2021.pdf	3 files + Add File



**The Transparency Dashboard.** You can filter to only see State requirements, and use starter content anywhere you see “From Template.”



## Unlimited Support

Streamline’s monthly subscription includes unlimited support for all district personnel. This includes staff training (online, 1-hour) and go-live training led by our Customer Success Manager, Chris Carrassi. Once the new website is live, staff can reach out to Support for additional training, site design updates, one-on-one training, and more. The district can contact support through email, phone, or the in-app ticketing system. Districts have an unlimited amount of tickets, and all tickets are responded to by Streamline staff in 30 minutes to 1 hour.

## Specific Capabilities

Features that are available with Streamline:

- Color customization: customization available, but all color updates will be done by Streamline Support team to ensure ADA compliance
- Searchable: website and all documents (such as agendas, minutes, and newsletters) are all searchable using the search bar
- Responsive: websites are mobile, tablet and browser responsive
- ADA Compliant: websites are compliant by default and any updates will be reviewed by Streamline Support to ensure compliance
- Search Engine Optimized: district has the ability to customize meta description; page URLs, headers, and menus are customizable for optimal SEO
- Call to action (“Read More”): all page call-to-actions are customizable
- Translation: Streamline Support can integrate Google Translate
- Analytics: Streamline Support can integrate Google Analytics
- Integrations: Streamline Support can integrate any 3rd party service with HTML5 or iFrame code available (such as Social Media buttons and feeds, or email subscription services)

## References

- [Mission Resource Conservation District](#)- 4 years
  - Contact: Courtney Provo, [courtney@missionrkd.org](mailto:courtney@missionrkd.org)
- [Mt Shasta Recreation and Parks District](#)- 3 years
  - Contact: Mike Rodriguez, [dunsmuirparks@gmail.com](mailto:dunsmuirparks@gmail.com)
- [Delta Diablo Sanitation District](#)- 3 years
  - Contact: Chris Hanna, [chrish@deltadiablo.org](mailto:chrish@deltadiablo.org)
- [Vista Irrigation District](#)- 6 years
  - Contact: Brett Hodgkiss, [bhodgkiss@vidwater.org](mailto:bhodgkiss@vidwater.org)
- [Fair Oaks Water District](#)- 4 years
  - Contact: Tom Gray, [tgray@fowd.com](mailto:tgray@fowd.com)

## Cost Proposal

Streamline Web is a standalone product that is risk free - you pay monthly based upon your annual operating revenue (table below), can cancel at any time, **support and hosting are unlimited** and included. CSDA member discounted rate is reflected in the “For Members” column:

Annual Operating Revenue	Discounted monthly price for members of our partner agencies	Monthly price for non-members
0 - \$15K	\$10	\$20
\$15 - \$50K	\$25	\$50
\$50 - \$250K	\$50	\$75
\$250 - \$500K	\$75	\$100
\$500K - \$1M	\$100	\$150
\$1 - \$5M	\$200	\$300
\$5 - 10M	\$300	\$450
\$10 - \$20M	\$400	\$600
\$20M +	\$550	\$825

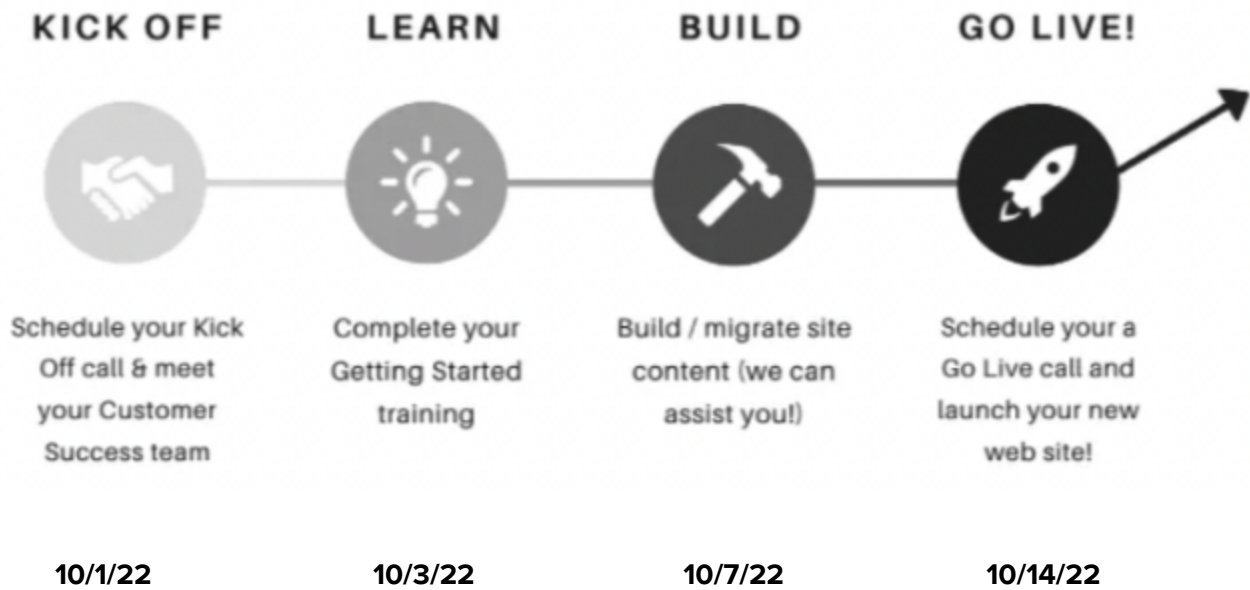
- Sonoma Mendocino Economic Development District monthly subscription Web rate: **\$20**
  - All payment forms accepted; autopay and advanced payments available
  - Due to the nature of our services, we do not require contracts

Streamline Portal is an easy to use, hosted intranet solution for districts. This includes password protected access from anywhere, unlimited file storage, flexible forms and project management. Portal is an additional monthly cost that can be added or removed anytime by the district. District’s can cancel their Portal subscription with a 30 day notice.

- Sonoma Mendocino Economic Development District monthly subscription Portal rate: **\$16**

## Timeline

Website redesigns are slow and painful. Streamline is fast. Based on our conversation with your team, your website will be ready in roughly 2 weeks. Here is an example timeline below:



## Termination of Contract

Streamline is a month to month subscription to give districts flexibility and low-risk of not being locked in to any long term contracts. If you would like to terminate your subscription, simply let us know 30 days in advance so we can cancel your next payment.

## Why choose Streamline?

By choosing Streamline Web you will become part of a community of special districts working together to improve the platform and advocate for the features districts need. We also work closely with CSDA and our clients to advocate against onerous, unfunded state mandates, and part of the monthly fee goes back to CSDA to help support their advocacy efforts.

Our clients work together to improve website options for special districts—over the past year, every feature we've built has come from client requests in our forum (with the exception of HTTPS, which we built because we know that security is important, so all Streamline clients now have free, auto-renewing SSL certificates). The platform is constantly updated with new features and improvements, including everything needed to keep you compliant with state and federal regulations. (For more information on California state compliance, please download the handouts from our recent compliance talk here: [www.getstreamline.com/talks](http://www.getstreamline.com/talks) )

We would be happy to build a demo site for you before you make a decision, to show you everything our platform can do. There is no obligation, and we even encourage you to try out our support while you consider various vendors—we're pretty sure no one else measures up to our commitment. ;-)

We believe the most local forms of government are the most effective, and we are doing everything in our power to support your work. By becoming part of our community, you'll have access to ongoing education (webinars, blog posts, talks) related to compliance, and be a part of helping us make online compliance easier for local governments in California.

Please contact us any time:

Madison Wallace  
Account Executive  
[madison@getstreamline.com](mailto:madison@getstreamline.com)  
805-963-6521

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# PROPOSAL AND CONTRACT

## **SONOMA-MENDOCINO ECONOMIC DEVELOPMENT DISTRICT (SMEDD)**

Prepared by: Eric Blosch  
Prepared for: Alison de Grassi  
September 6, 2022

## Introduction

706 Media is a web design studio located in Davis, California. We build and deliver professional websites and services to help organizations like yours achieve your online goals and gain value from your investment.

## Our Experience

706 Media opened its doors in 2012 as a web design/consulting agency working with clients ranging from small businesses to larger nonprofits, many with different objectives but the same goal of launching a professional, modern site that meets their organizational needs.

Eric Blosch, Managing Member of 706 Media, has been involved in designing and/or developing web applications and websites for over 20 years. Originally working on enterprise data-driven applications, Eric shifted his focus to the WordPress environment, where he's evolved his approach from hand-coded, templating systems (underscore, Genesis) to modern page building environments (Elementor) while maintaining the ability to deliver dynamic, functional, data-driven sites.

## Our Approach

706 Media puts your needs first, learning about your organization, your competition, your goals, and your values. We bring our years of skills and experience to deliver a website that solves your organizational needs, and build long-term relationships in the process.

We're excited about the opportunity to work with the Sonoma-Mendocino Economic Development District (SMEDD) on a site redesign. Working together, we'll create an engaging, professional website that is both easy to manage and that focuses on your online goals.

## Client List

706 Media has completed site design or redesign projects for a variety of small businesses and nonprofits, including The Community Foundation of Mendocino County, Yolo Audubon Society, Putah Creek Council, and Conditions for Learning. References are available upon request.

## Overview

SMEDD oversees the implementation of a joint Comprehensive Economic Development Strategy between Mendocino and Sonoma Counties, which serves as a roadmap to achieving regional economic goals through local assets and stakeholders.

The goal of this project is to develop an engaging site to establish SMEDD as its own entity, to educate the region on the CEDS and related projects, and to act as a destination for Board of Directors' meetings, agendas, and communications.

## Solution

706 Media will design a clean, professional website that supports modern browsers. The site will be mobile-friendly (responsive) and work equally well regardless of the device it's viewed on. The proposed site will be built using WordPress, a robust, open-source content management system and Elementor Pro, a professional page builder tool.

Social media integration and mailing list functionality (e.g., MailChimp) will be provided. Multi-language support, accessibility, and cookie notifications will be managed through plugin support. Site security will be enabled through either Sucuri or WordFence.

The SMEDD team will provide all content and assets (images, documents, etc.). 706 Media will populate the initial set of pages provided all of the content is formatted and ready to use.



706 Media does not provide web hosting, however we will assist with registering a domain, if needed, and after selecting from one of several hosting providers we recommend, we'll further assist in configuring the hosting environment and services.

## **Analytics**

If Google Analytics is not currently configured, we will implement this functionality, allowing you to measure the performance of your site.

## **Search Engine Optimization**

We will incorporate basic search engine optimization (SEO) best practices, incorporating regional information where appropriate. Maintaining a blog is also beneficial to your search engine ranking.

## **Project Workflow**

### **Discovery and Planning**

We will set up a kick-off meeting to discuss your organization's goals, and will work with you to understand your competition, site objectives, target audience, and content. We'll ask about sites you like, what you like about them, and features and/or functionality that you'd like to incorporate. We'll use a shared project area in a project management tool (Asana) to keep track of tasks and timelines.

### **Site Architecture**

Following the discovery meeting (and any needed follow-up discussions) we'll "bucket" the proposed content areas to develop a site architecture/structure for review and approval. This will become the foundation of the site.

### **Design**

We take an iterative approach to design. Using the design guidance/references provided, we will start with one to two wireframes or prototypes for review and adjust based on input/feedback. These may include basic layout, color palette, and font choices. You will have the opportunity to provide feedback after each iteration. If more revisions are necessary, the work will be done at our hourly rate.

## **Development**

Once the design is approved, we will incorporate the design into the content management system and develop page templates, dynamic structures, and any additional site functionality. We will populate the initial set of pages based on the provided content.

## **Testing and Training**

We will develop the site on a private staging area, allowing you to review the final design and content. We will provide two hours of training in the use of the content management system.

## **Launch**

After any final revisions are complete, we will move the website to the production area of the hosting provider, and test the site across multiple browsers and devices. At this point your site will be live. Congratulations!

## **Maintenance**

We will provide two weeks of maintenance support to address minor changes and/or fixes within the scope of the project. Ongoing Site Care plans are available as an additional service. See <https://www.706media.com/pricing/website-care/> for more information.

## **Sample Project Plan**

This sample project plan is from a recently completed project for a nonprofit. The actual phases and/or items in each phase will vary based on project scope and goals.

### **Phase 1: Content Management (2-3 weeks)**

Clarify purpose/goals/needs, create user stories, review existing analytics, inventory/audit content, model content/fields/taxonomies, build information architecture

### **Phase 2: Design (2-3 weeks)**

Define typeface, color palette, define and style components

### **Phase 3: Development (5-7 weeks)**

Set up and configure WordPress, extended plugin functionality, mailing list integration, build content models, custom post types, core templates, reusable templates, populate content, move site to staging area

### **Phase 4: Optimization and Testing (2 weeks)**

Configure hosting provider, DNS, enable caching/CDN, review SEO/social media, test links/404s/functionality, schedule launch date

### **Phase 5: Launch, Maintenance, Training (1-2 weeks)**

Launch site, monitor site for bugs, issues, schedule and complete training

## **Pricing (Itemized) and Schedule (Detailed)**

### **Pricing**

This project is estimated at **\$8000 to \$14000**. If we agree to partner on this project, we will have a kick-off meeting to discuss your site needs in greater detail

### **Schedule**

The turnaround time for this project is 2-4 months from the kick-off date. This estimate is based on design and development requirements and availability. Timeframes depend heavily on revisions and content delivery.

## Fee Schedule

The schedule for payments of the fee is as follows:

- 40% deposit of lower estimate (40% of \$8000 = \$3200) due upon acceptance of the proposal and before work begins.
- Remaining balance plus any additional hourly fees (\$100/hour) incurred from requests outside of the original scope due upon finalizing the site development, and prior to going live.

706 Media will launch the website when requested, provided that there is no balance due.

## Website Care Plans

Regular maintenance is critical to ensuring that your site is running as efficiently as possible. If you don't have the time or would prefer not to maintain your own site, 706 Media also provides ongoing website care plans. These include services such as platform, plugin, and theme updates to keep your site secure and up-to-date, scheduled backups to a remote server, security checks to alert and address any vulnerabilities, performance checks to keep your site optimized and running efficiently, and more. Details can be found on our website ([www.706media.com/pricing/website-maintenance/](http://www.706media.com/pricing/website-maintenance/)).

## Terms and Conditions

This agreement (the "Agreement") is between 706 Media, LLC and The Sonoma-Mendocino Economic Development District (SMEDD).

## **Summary**

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In short, you (The Sonoma-Mendocino Economic Development District (SMEDD) ("You", "Client") are hiring us 706 Media, LLC, ("706 Media") to design your site for the estimate(s) outlined in the above proposal.

## **Materials and Information**

You will provide all content, outlines, photos, project images, and descriptions necessary for any special projects. Source material must be clear and legible. You are responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for 706 Media to perform or complete the agreed services or project. You guarantee that all elements of text, images or other artwork provided are either owned by you, or that you have permission to use them.

## **Accuracy**

You assume full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. 706 Media is not responsible for errors or omissions.

## **Revisions/Author Alterations**

Revisions represent work performed in addition to the original specifications. Any additional work will be pre-authorized by the Client and invoiced on an hourly basis at \$100/hour. No additional payment will be made for changes required to conform to the original assignment description.

## Exclusions

706 Media is not responsible for the hosting of the website.

## Payments

The estimate for this project is \$8000 to \$14000. The schedule for payments will be 40% deposit of the lower estimate (\$3200) due upon acceptance of the proposal and before work begins. The remaining balance plus any additional hourly fees (\$100/hour) incurred from requests outside of the original scope due upon finalizing the site development, and prior to going live.

## Late Payments

Payments not received by due date will result in work cessation. 706 Media reserves the right to refuse completion or delivery of work until past due balances are paid. Monthly late charges of 1.5% will be assessed on unpaid balances every 30 (thirty) days.

## Copyrights & Licensing

You guarantee that all elements of text, images or other artwork provided are either owned by you, or that you have permission to use them. When your final payment has cleared, copyright will be automatically assigned as follows:

You own all elements of text, images and data you provided, unless someone else owns them. We will own the unique combination of these elements that constitutes a complete design and we will license that to you, exclusively and in perpetuity, unless both parties agree otherwise.

We love to show off our work and share what we have learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books. We

understand that some projects may require they remain private for a certain period of time before the public may view them, and we will always respect those time frames.

## **Warranty**

706 Media agrees that the Services provided for herein will be performed in accordance with recognized professional standards for the same or similar services existing as of the date the Services are performed ("Warranty"). If within one (1) year of completion of Services ("Warranty Period"), Client provides prompt written notice to 706 Media that the Services or any portion thereof fail to conform to the Warranty, 706 Media agrees to re-perform the faulty or non-conforming Services to the extent necessary to correct the failure or nonconformance, at no cost to Client, up to a maximum amount equivalent to the amount of fees received for the faulty or nonconforming Services. 706 Media specifically disclaims any guarantee or warranty that is not specifically provided herein and does not in any way underwrite the economic viability or technical performance of any asset, project, or business entity which is related to the Services.

EXCEPT AS PROVIDED IN THIS CLAUSE, 706 MEDIA MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO 706 MEDIA'S SERVICES.

706 Media disclaims any implied warranties or warranties imposed by law (including warranties of merchantability or fitness for a particular purpose). This clause governs, modifies, and supersedes any other terms in this agreement which may be construed to address warranties or guarantees or the quality of the services, and is 706 Media's sole warranty and guarantee obligation and Client's exclusive remedy in respect of the Services.

## **Indemnification/Release of Liability**

CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS 706 MEDIA, ITS AGENTS, OFFICERS, AND DIRECTORS FROM ANY AND ALL SUITS, COSTS, DAMAGES, LIABILITIES,

OR PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, 706 MEDIA'S SERVICES, PERTAINING TO ANY AND ALL LITIGATION IN WHICH CLIENT IS A PARTY. CLIENT SHALL PAY ALL EXPENSES INCURRED BY 706 MEDIA INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED SHOULD 706 MEDIA BE NAMED A PARTY IN ANY LITIGATION TO WHICH CLIENT IS A PARTY. CLIENT SHALL FURTHER INDEMNIFY AND HOLD HARMLESS 706 MEDIA AND ITS AGENTS, OFFICERS AND DIRECTORS FROM LIABILITY FOR ANY AND ALL CLAIMS, COSTS, SUITS AND DAMAGES, INCLUDING ATTORNEYS' FEES ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH OPERATION OF CLIENT, AND FROM LIABILITY FOR INJURIES SUFFERED BY ANY PERSON RELATING TO CLIENT. THIS AGREEMENT TO INDEMNIFY 706 MEDIA IS NOT LIMITED TO ANY ACTS OR OMISSIONS, STATEMENTS OR REPRESENTATIONS MADE BY 706 MEDIA IN THE PERFORMANCE AND/OR NONPERFORMANCE OF 706 MEDIA'S DUTIES HEREUNDER AND RELATING TO ALL CONTRACTUAL LIABILITIES, WHICH MAY BE ALLEGED OR IMPOSED AGAINST 706 MEDIA. ALL REASONABLE PRECAUTIONS WILL BE TAKEN TO SAFEGUARD THE PROPERTY ENTRUSTED TO 706 MEDIA. IN THE ABSENCE OF NEGLIGENCE, HOWEVER, 706 MEDIA WILL NOT BE HELD LIABLE FOR LOSS, DESTRUCTION OR DAMAGE OF ANY KIND RESULTING FROM ITEMS WHICH ARE LOST OR DELAYED IN TRANSIT, WHETHER SUCH TRANSIT IS ELECTRONIC, FAX, MAIL OR OTHERWISE, NOR FOR UNAUTHORIZED USE BY OTHERS OF SUCH PROPERTY.

### **Limitation of Liability**

706 MEDIA WILL NOT BE HELD LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, PLAGIARISM, ETC. ARISING OUT OF THE SERVICES OR ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT, EVEN IF 706 MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 706 MEDIA WILL NOT BE HELD LIABLE FOR TYPOGRAPHICAL OMISSIONS OR ERRORS. 706 Media's



liability to client for actual damages for any cause whatsoever, regardless of the form of action, will be strictly limited to a maximum of the fees paid for the prior 12 months.

### **Expiration & Modification**

This Agreement shall remain in effect until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.

### **Additional Provisions**

This Agreement shall be governed by and construed according to the laws of the State of California, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in California, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.

Any liability on the part of 706 Media as determined by a court of law will be limited to an amount not to exceed 706 Media's total fees for the services rendered in this Agreement. If 706 Media must bring suit or other action to collect on unpaid invoices or seek remedy of any other breach of contract, 706 Media shall be entitled to an award of costs, reasonable attorney's fees and interest at the maximum rate permitted by law in addition to any other relief awarded.

The terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing this Retainer Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated September 6, 2022.

## Let's Make Something Great

We look forward to the opportunity to work with you! Please call us at 530 792-7364 if you would like to discuss anything contained in this document. If the above provisions meet with your approval, please sign below and return a signed copy. We will follow up with an invoice for the initial deposit. Your execution of this Proposal constitutes a binding contract between you, as Client, and 706 Media, LLC. The offer contained in this Proposal remains in effect for 10 days from date listed below.

Sincerely,

Eric Blosch, Managing Member  
706 Media, LLC

# The Dotted Line

Signed by and on behalf of The Sonoma-Mendocino Economic Development District:

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Mary Anne Petrillo, CEO  
West Business Development Center

Signed by and on behalf of 706 Media, LLC:



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Eric Blosch, Managing Member  
706 Media, LLC

Date: September 6, 2022

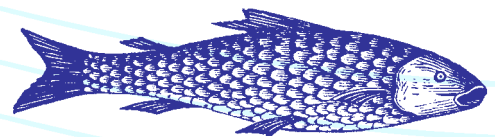
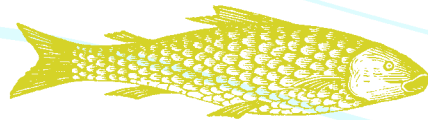
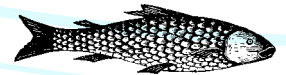
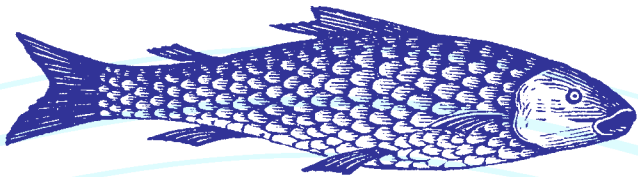
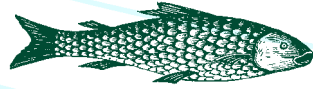
*Everyone should sign above and keep a copy for their records.*



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SONOMA MENDOCINO ECONOMIC DEVELOPMENT DISTRICT  
design & web development proposal • 08.28.22

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LISA GARZA-HILLMAN  
BRENDAN MCGUIGAN

16440 franklin road  
fort bragg . ca 95437 usa

office 707.964.8123  
lisa cell 707.734.3140  
brendan cell 707.734.0542  
inkfish@inkfishdesign.com  
www.inkfishdesign.com



28 August 2022

Alison de Grassi  
Sonoma-Mendocino  
Economic Development District  
c/o WBDC  
345 N Franklin St.  
Fort Bragg, CA 95437

Dear Ms. de Grassi,

Thank you for contacting us regarding the website design needs for Sonoma Mendocino Economic Development District (SMEDD). We are excited to be considered for this project and would welcome the opportunity to work with you.

**inkfish** has many years of experience managing, developing and maintaining web projects for a wide-range of clients that include small businesses, mid-sized companies, destination marketing organizations, governmental organizations and non-profits. These projects span from simple, single page marketing web pages to extensive, multi-page, post-driven websites. In either case, we consistently provide the highest level of customer service and project management—working closely with our clients to make sure their deadlines are met by assisting them to organize their materials, providing detailed time-tables, coordinating with illustrators/photographers and providing overall art direction and production/technical assistance. We enjoy working collaboratively with company staff, project managers and board/committee members.

If awarded your contract, we would further discuss in great detail with you and your team the message you need to communicate and your target audience. All of our projects begin with “Discovery Phase” where we immerse ourselves in our client’s goals, marketing plan, established brand guidelines, etc. In addition, for your website, we would specifically consider a review of other effective Economic Development District websites and communication strategies. We believe that effective websites and marketing efforts stem from a strong unifying strategy that comes from our clients’ identity and goals. Once this central idea is in place, we are able to build strong, coherent and consistent visuals and tools to support and signify their core message.



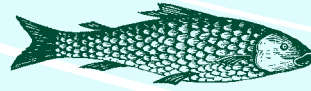
We would love the opportunity to meet with you and/or your team in person to discuss your project and our approach in greater detail. This proposal is a firm offer for a minimum period of sixty (60) days after the submittal date. If you have any further questions or need any additional information, please do not hesitate to call us at 707.964.8123.

Finally, I would like to point out that our team members either reside or have resided and worked in Mendocino and Sonoma Counties for many years. We feel particularly invested in any project that promotes the resources and economy of our local communities.

Kind Regards,

A handwritten signature in black ink, appearing to read "Lisa Garza-Hillman", written in a cursive style.

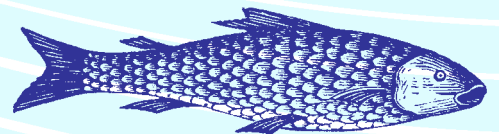
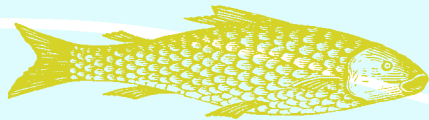
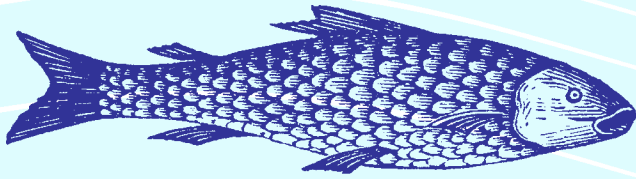
Lisa Garza-Hillman  
Principal & Designer  
**inkfish design**



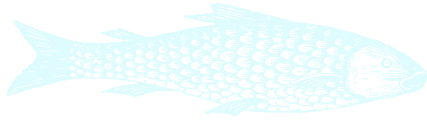
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INKFISH OVERVIEW, EXPERIENCE & QUALIFICATIONS

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#### THE INKFISH APPROACH

With the creation of **inkfish** over 20 years ago, we dedicated ourselves to the pursuit of intelligent, creative, cost-effective design and marketing solutions. Our wide range of clients, each with specific needs and vision, has given us the opportunity to explore and produce graphic systems tailored to their individual budgets and target audiences. We continue to pursue clients and projects that both challenge and inspire us.

The **inkfish** approach is systematic and highly creative. With a detailed exploration of typography, color palettes, illustration styles, photography, unique formats and technologies, we strive to create a strong, flexible foundation for effective and consistent marketing efforts.

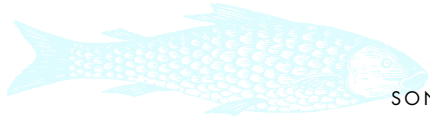
Consistency within your graphic and marketing system is essential. Without it, a company's identity and message may become diluted and ineffective. As designers, consistent, creative, cost-effective solutions are our objective.

#### THE INKFISH PROCESS

All of our projects start with a **discovery phase**. After reviewing your existing marketing research/materials, brand guidelines and a creative discussion with you, we develop and present you with design concepts to meet your project needs and tone. We include 2 rounds of design revisions in our fees.

Once a concept is revised and approved, we begin the **application phase**—building out and implementing the website, working on photo/image selection or procurement along with other content needs, migrating content, highlighting important information and incorporating/generating any other necessary graphic artwork and functionality. We guide you through every phase of the project.

Upon payment in full of your invoice, we transfer unlimited and exclusive usage rights of the final approved artwork to you along with website admin and documentation upon conclusion of the project.



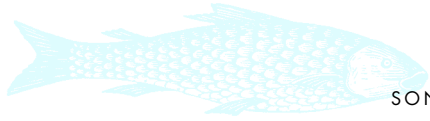
**INKFISH DESIGN TEAM**

**LISA A. GARZA-HILLMAN** *principal/designer*

A graduate of UCLA, Lisa began her career in public relations working closely with designers and photographers to create successful communication tools. With natural design talent and the desire to move into graphics herself, Lisa apprenticed with graphic designers until she was hired to help start and produce for FUEL, a motion design firm located in Santa Monica. With FUEL up and running successfully, Lisa turned her focus toward a career in print design and eventually, web design. She is currently a principal of **inkfish**, designing and coordinating large-scale multilevel projects for both domestic and international clients. She also heads up **inkfish's** letterpress division, **Clo Mor Press**, which provides a line of high-end invitations to boutique paper stores.

**BRENDAN MCGUIGAN** *web developer*

Brendan has been developing websites across a variety of industries since 1997. From 1998-2001 he was involved with the **Web Standards Project (WaSP)**, responsible for creating the web standards that allowed cross-browser compatibility. In 2001 he worked with the **W3** on revising the **Web Content Accessibility Guidelines (WCAG)**. His current focus is on CMS development, with an emphasis on dynamic WordPress sites in the travel/tourism space.



## RELEVANT EXPERIENCE

### VISIT MENDOCINO, INC. [2011 - PRESENT]

- assisted in two rebuilds of website over five year period, including generation of content map, population of site (both Drupal and WordPress), and regular updates

### CALIFORNIA'S NORTH COAST TOURISM COUNCIL 2009 - 2020

- creation of WordPress-based site, integrating content from partner regions, optimizing for SEO

### LITTLE RIVER INN 2012 - PRESENT

- rebuild of Little River Inn website from proprietary-CMS system to WordPress, optimization for SEO; generation of comprehensive digital marketing plan; development of social media presence to 75,000 with regional-leading engagement
- implemented accessibility functionality to bring site in compliance with current best practices

### VISIT CALIFORNIA DELTA 2017

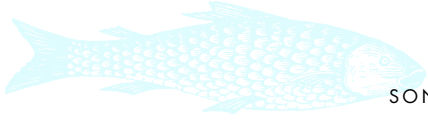
- design of new website identity for a region that felt undiscovered
- build-out of new website on WordPress platform
- creation of style guide, and maintenance documentation
- generation of content (photography and text) for content gaps discovered during creation process
- utilized contrast guidelines, alt tags, and site reader functionality to adhere to best practices for ADA compliance

### NYCEEC.COM [2019 - PRESENT]

- re-design of website on WordPress platform
- ongoing website maintenance and content updates, posting of new content, plug-in/software updates, website monitoring, plug-in audit
- graphic design services for marketing emails and materials, sales sheet layouts for download from website

### MOVE2030 [2020]

- development of new look and feel for site using established brand and logo lock-up
- develop animated info graphics and support graphics/icons
- implementation of WordPress website with responsive design, dynamic use of posts for content updates, implementation and setup of calendar plug-in; creation time line page and maintenance documentation



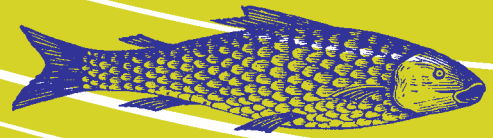
**REFERENCES**

VISIT MENDOCINO, INC.  
Travis Scott  
travis@visitmendocino.com  
707.964.9010

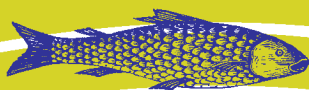
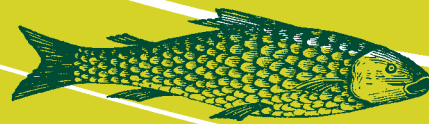
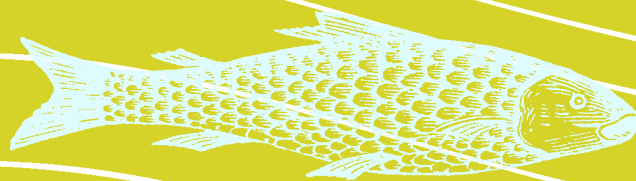
LITTLE RIVER INN  
Cally Dym  
callyd@littleriverinn.com  
707.962.2295

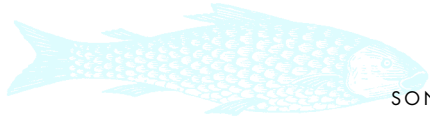
NOYO HARBOR INN  
Scott Schneider  
manager@noyoharborinn.com  
707.961.8000

NYCEEC  
Naeemah Lajoie  
nlajoie@nyceec.com  
646.797.4620



PLAN, APPROACH, PHASES & TIMEFRAME





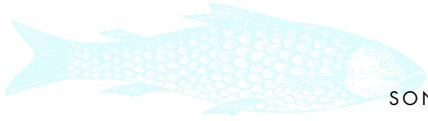
In addition to the below, **inkfish** works with you, the client, every step of the way to set schedules to meet your deadlines; coordinate and gather necessary materials/copy/images; and obtain quotes for additional services if needed.

OBJECTIVE:

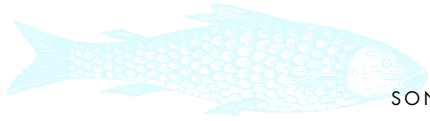
To develop a professional, attractive, functional and intuitive site – one that is consistent with the SMEDD brand, allows for easy in-house updates and delivers a seamless, clean and informative user experience, built on a non-proprietary, standardized Content Management System (CMS) with no annual fees. Site should help to establish SMEDD as a distinct entity and educate region on goals and projects.

SCOPE, APPROACH AND PLAN:

- **Management:** project will be carefully managed to meet SMEDD deadlines and objectives; a kick-off meeting will be scheduled to introduce creative team to committee and begin discovery phase of project; Slack would be used as a client portal since it is an effective, multi-platform tool for messaging, presenting/archiving project materials that can easily be searched. **inkfish** will schedule and facilitate meetings and progress reviews; develop site maps, wireframes and content needs; maintain schedule to meet project deadlines
- **Size:** approximately 4-6 main pages with social media integration
- **Navigation:** intuitive, organized and descriptive navigation will provide the best strategy for both users and search engines; **inkfish** would work closely with SMEDD to identify the key areas for organizing the site architecture; would provide a proposed strategy for approval prior to beginning site design and layout.
- **Content Management System (CMS):** would use WordPress as CMS since it is a robust and effective CMS. Learning to make content updates in WordPress is easy and straight forward. It also allows for a great deal of functionality and receives regular updates to keep up with web technologies and security updates. Current version of WordPress will be used, in addition to a visual composer.
- **Content:** SMEDD staff will provide any existing written content for website such as About info, bios, board photos, goals & objectives, contact info, board documents for posting on site. **inkfish** will help to identify additional content needs (copy, photography, illustration, video footage) for site launch and will coordinate schedule with SMEDD team for the generation of additional copy that may be needed for new web site. **inkfish** has also included some budget within proposal to procure additional content such as photography, illustration and video footage where needed for site launch.



- **Basic Functionality:**
  - implement attractive photo/video heroes that can link to content if needed
  - 'Responsive Design' - site optimized for both mobile and desktop platforms
  - social media integration (links to and share/follow buttons where appropriate)
  - social media integration (links to and share/follow buttons where appropriate)
  - multiple accounts for staff to login and make updates (already built into WordPress)
  - structure for document posting via posts and/or tables
  - mailing list sign up form + pop-up email sign up form (if needed)
  - social media integration
  - all code will be highly commented
  - Google analytics and tracking setup
  - QA for both desktop and mobile display across a range of browsers; server configuration and optimization for speed and stability
  - initial SEO setup and implementation for first year
  - back-end feature documentation & update manual for staff
  
- **Accessibility:**
  - integration of robust accessibility widget; best-practices throughout in regards to image alts, contrast, font sizes, and other accessibility markers
  - integration of automated multi-language functionality (or site-specific translations if these translations can be provided)
  - forward-facing CCPA compliance (and GDPR compliance if needed)
  
- **Design:**
  - establish website style guidelines and incorporate an appropriate logo lock-up while exploring ways to develop and reinforce brand messaging
  - should be fresh, clean, appealing and easy to navigate
  - incorporate a color palette and fonts that adhere to style/branding guidelines
  - would recommend and develop iconography if appropriate and suits site design
  - would recommend and obtain appropriate imagery where necessary (draw from existing photo library, search for stock or contract with suitable photographer/illustrator/videographer as needed - line item included within budget)
  - would survey and draw some direction and functionality from other Economic Development District model sites
  
- **Ongoing Services:**
  - hosting services with regular security and plug-in checkups and updates available for additional \$250/month
  - ongoing design, updates may be provided for additional \$750/month



PROJECT PHASES:

- **Phase One - Discovery Phase:** project to begin with a kick-off meeting and creative discussion with the SMEDD. *inkfish* would review existing brand and style guidelines, existing content, educational goals, model sites and technologies, discuss different ways of implementing some of the proposed site functionality, etc.
- **Phase Two - Site/Navigation Map & Content Audit:** With educational goals and style guidelines as a framework, *inkfish* would develop proposed site map, wireframe and mood boards to review with SMEDD. *inkfish* would also organize and coordinate with staff to audit existing web site content (copy) and media (photos/video footage) that can be used for site. A list of content needed for site would also be developed by *inkfish* and assigned to appropriate team members and/or contractors for procurement. Up to 2 rounds of revisions to site/navigation and content list are included in this phase.
- **Phase Three - Graphic Design:** based on findings of phase one and two, *inkfish* would develop and present new look and feel with associated graphic elements for website; 2 concepts would be presented with 2 rounds of revisions included in this phase.
- **Phase Four - Site Installation & Base Configuration:** site installation and configuration begins along with skinning of approved graphics and integration of existing content.
- **Phase Five - Content procurement:** based upon approved content list and assignments, any copy, photos and/or video footage would be generated simultaneously with phase four. All new and approved content would be delivered to *inkfish* for inclusion in site.
- **Phase Six - Final Site Implementation:** link auditing, launch documentation, analytics and tracking setup, SEO and speed optimization, ADA compliance testing, and multi-language integration.
- **Phase Seven - Site Launch:** Final review of site and final adjustments. Site is launched and documentation & manual delivered to staff.

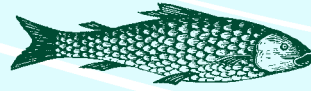
PROPOSED TIME-FRAME:

Assuming firm is selected by end of September 1, 2022, we propose the Phase One begin October 1, 2022. Phase Four would then begin by December 1, 2022 and the site would be launched and completed by February 1, 2023.

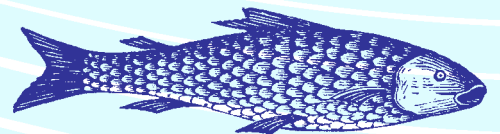
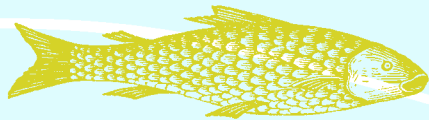
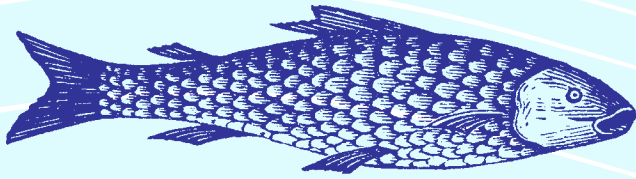
Completion by end of December 2022 is possible, if content is provided in a timely fashion, and changes/approvals are provided quickly.

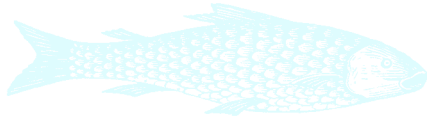
*Detailed schedule with appropriate meeting and presentation dates will be generated once SMEDD committee members have been identified and schedules/availability confirmed.*





PROJECT ESTIMATE & TERMS





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**ESTIMATE**

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**Project Coordination & Management** \$3,000  
work with SMEDD to schedule and facilitate meetings and progress reviews; develop site/navigation map and content lists; coordinate with staff and contractors to generate additional content; maintain schedule to meet project deadlines

**Graphic Design & Art Direction** \$5,000  
Develop look and feel and associated graphic elements to complement existing brand; 2 concepts included with 2 rounds of revisions; build out all graphics and style guide for web page templates; Review and select from existing media content for use on site; develop shot lists for additional media and supply art direction for all photo shoots associated with project. Art direct and coordinate generation of map artwork. Supply advice and solutions on strategies to visually support site functionality assist with site map and navigation development along with overall site functionality; work closely with to supply all graphics and media inappropriate formats for use on site.

**Content Generation** \$3,000  
budget for some photography, video footage and copy to fill in where needed on site

**Install, Base Configuration and Optimization of site** \$10,000

**Skinning and implementation of design and graphics** \$7,500

**Implementation** \$5,000  
Link auditing (repair broken links, redirects, rewrites); documentation & update manual for staff, setup analytics and tracking; base SEO coordinate with hosting company to launch site

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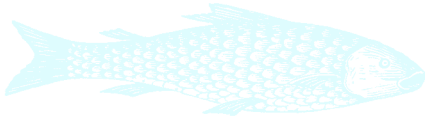
**SUBTOTAL - DESIGN & IMPLEMENTATION** \$33,500

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**ON-GOING SERVICE:**

**Hosting and Security/Plug-in Updates** \$250/MONTH

**Additional Development and Design Updates** \$750/MONTH OR  
\$125/HR



## INKFISH POLICIES

### **Sales Tax**

In accordance with California state law, **inkfish** will collect sales tax when there is a final transfer of tangible personal property such as finished art, graphics, images, or designs to the Client.

Tax does not apply and will not be collected for preliminary art (roughs, visualizations, layouts and comprehensives) except where such art becomes physically incorporated into finished art. Tax also does not apply to cost of labor.

**inkfish** requires a valid resale certificate in cases where services rendered by **inkfish** are sub-contracted as part of a project that will be billed to a client later by a design firm or other agent.

### **Payment Terms**

A deposit of one-third of the total estimate is required to begin all assignments. An additional third is due upon approval of the design direction and the final third is due upon delivery of the final artwork or printed pieces. All invoices are payable upon receipt. No rights of any kind in or to the materials and/or services to be provided are granted until payment in full is received by **inkfish** for all sums owed pursuant to an agreement.

### **Expenses**

Clients shall reimburse **inkfish** for all out of pocket expenses arising from an assignment including the payment of any sales taxes due on the assignment. Out of pocket expenses include and are not limited to photography, illustration, copy writing, and messengers/shipping.

### **Cancellation "Kill" Fee**

In the event of assignment cancellation, ownership of all copyrights and the original artwork are retained by **inkfish**. Work in progress canceled requires a fee based on the contract price and expenses already incurred up to cancellation date and will be no less than 50% percent of the total agreed costs for materials and/or services. Work temporarily stopped by the Client will be considered canceled after thirty (30) days unless an alternate written agreement is reached prior to the 30 day cutoff.

### **Revisions**

**inkfish** will present initial design directions to the Client. After approval of a direction, **inkfish** allows 2 rounds of Client revisions within the original estimate for the job. Additional revisions will be considered billable and may delay production.

### **Changes**

Clients are responsible for making additional payments for changes in the original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer **inkfish** the first opportunity to make any changes. If the scope or nature of the job changes to such an extent that the original letter of agreement or purchase order is no longer applicable, a new letter or purchase order will be submitted and must be agreed to by both parties before any further work can proceed. **inkfish** is not responsible for any typographic errors once the Client has signed off on the final round of revisions.

### **Agreement**

**inkfish** requires an agreement signed by both parties prior to beginning any assignment.

**DEAR ALISON,**

Thank you for the opportunity to submit this proposal.

Gone are the days when we knew for certain that everyone was viewing the web on a desktop or laptop computer so websites were designed and developed for that standard experience. Increasingly, people are viewing the web on a variety of devices - tablets, smart phones, and other mobile devices. If your website doesn't support those devices, this can negatively affect how users interact with your business. The site may load slowly, the layout is fixed and awkward to navigate and you may end up with a frustrated user.

My team can turn this problem around using *secured responsive web development*. We'll redesign your website's front-end templates to adapt and scale to whatever kind of device the user is viewing from while maintaining your existing look and feel and improving overall performance. We'll test it on a variety of devices - mobile and non-mobile - to ensure the experience is consistent and easy to use.

43 percent of cyber attacks target small businesses, especially those in the legal, insurance, retail, financial, and healthcare sectors. Through twenty years of web development experience, we know how to make sure your WordPress website stays secure and keeps your viewers secure.

If this proposal does not cover all your concerns please feel free to reach out, we are happy to answer any questions in detail.

Sincerely,

**JOSH BOWERS,**

**RESEARCH**

The first step is we need to thoroughly understand your project, your business goals, your customers and their expectations and behavior, and how your website factors into all of it. We'll also look at the competitive landscape to establish context and benchmarks for how

your site should function and then improve on that. This stage will give us the foundation for moving forward with just the right recommendations for the design and development of your new responsive website.

## **DESIGN**

Once we're armed with this information, we'll set to work sketching out interface layouts for 3-5 different views, including the home page, sub pages, and any additional templates needed. Wireframes look like simple skeletons of your website without the visual polish of the finished design, allowing us to experiment and iterate on solutions quickly so that we have a good sense of how content should be laid out across different screen sizes.

Next we'll design high-fidelity comps that show what the final designs will look like on desktop, tablet, and smart-phone screen sizes, providing up to two rounds of revisions on the design.

## **DEVELOPMENT**

Once you've approved the design, we'll begin the process of creating your Wordpress website.

## **WORDPRESS INTEGRATION**

After testing the static layouts, we integrate the new designs with your current Wordpress theme. To do this we'll need to mirror your live site in a development environment, then our QA department will test the site across different browsers (Firefox, Chrome, Safari, Internet Explorer 9+) and devices (iPhone 4S, Galaxy II). Any bugs that arise from this testing will be fixed prior to launch.

## **USER TESTING**

Although not required, testing the designs with real users will greatly improve the quality of the finished design and help catch usability issues before time is spent building out the designs. User testing involves our usability professionals recruiting up to 5 users and asking them to perform tasks. We record the results of the test and then deliver the results to you

along with a list of usability issues or comments that our design team can implement. It's like the digital version of the old adage "Measure twice, cut once."

### SUPPORT RETAINER

We recommend retaining our services after the site is launched to assist with any further support issues that arise. As part of this retainer we will also provide monthly analytics reports and recommendations to further improve your site conversion.

### TIMELINE

To complete the work outlined in the project scope, we'll need approximately 12-16 weeks from beginning to end, depending on when we receive feedback at each milestone. Upon signing the proposal we are prepared to start work immediately.

<b>Research</b>	<b>1-2</b>
<b>Present Wireframes</b>	<b>3</b>
<b>Present finished mockups</b>	<b>4-5</b>
<b>Code HTML/CSS templates</b>	<b>6-7</b>
<b>Wordpress Theme Integration</b>	<b>8-9</b>
<b>QA Testing and Review</b>	<b>10-11</b>
<b>Deployment to live site</b>	<b>12</b>

Below is the budget we've estimated based on the scope of services outlined earlier in this proposal. If you have any questions about our pricing or need to increase or decrease the scope of work, please leave a comment and let us know.

### CORE BUDGET

Description	Price	Qty	Price
<b>Research</b>			\$2,500
<b>Design</b>			\$5,000
<b>Front-End Development</b>			\$5,000
<b>WordPress Integration</b>			\$7,000
<b>QA Testing</b>			\$1,500
<b>Total</b>			<b>\$21,000</b>

### RECOMMENDED

Description	Price	Qty	Price
<input checked="" type="checkbox"/> <b>User Testing</b>			\$750
<input type="checkbox"/> <b>Support &amp; Maintenance Retainer (Monthly)</b>			\$400
<b>Total</b>			<b>\$750</b>

At Josh Bowers Online, we're all about the experience. We design simple, compelling, and functional websites that make it easy for users to quickly find exactly what they're looking for when they arrive at your site and then convert them into paying customers. It's about creating a online experience that transforms users into followers, customers into ambassadors.

We do this by listening to you, understanding your target audience, and putting our extensive online knowledge to work on a plan that will improve your business goals and change the way you think about the potential of the internet.

Oh, and if you're wondering, we're mobile first. It's not just the way of the future. It's the way of right now.

## **OUR TEAM:**

### **JOSH BOWERS**

With over 17 years of experience creating local and global marketing campaigns, Josh has been part of the development and deployment of over \$4,000,000 in internet marketing projects.

### **ESTEBAN CUEVAS**

From Dark Heart Nursery to Black Oak Coffee, Esteban (Steve) has been a key member of two highly successful companies. With National Awards and global brand ambassador experience, Steve has specific talents for understanding what consumers expect across multiple industries.

### **SARAH HARWOOD**

With training in San Francisco in graphic design and brand management, Sarah has managed multiple high-end wineries, lead teams, and just in general: Gets stuff done.



## PROJECT GOALS

[Mendovoice.com](https://mendovoice.com) is an independent online newspaper providing news for Mendocino County. Their unique needs were that their site at any point can be hit with tens of thousands of views within minutes, usually during wildfire season.

They're also a target for massive cyber attacks, something news websites deal with regularly.

## OUR SOLUTION

Creating a site with them was more than just creating a website, it was creating a system that was flexible enough to not be costly during slow times to manage but still had the ability to expand it's resources when needed. Through using lightweight code, specific optimization plugins, and choosing the right hosting environment we've helped this organization steadily grow for years.

## **PROJECT GOALS**

[Luxeplaces.com](https://luxeplaces.com) is a network of luxury real estate professionals. Although we didn't build the website, we do manage, update, and improve the SEO. The unique hurdles with this website is being able to constantly improve in one of the most competitive markets there is: Online Real Estate.

## **OUR SOLUTION**

Using the WordPress platform again gives us the flexibility to spend our time researching the online market, creating content, and overall providing a constantly evolving and improving experience for the agents, partners, and viewers.

## **PROJECT GOALS**

[Foundation.Mendocino.edu](https://Foundation.Mendocino.edu) is a website developed to support the programs around scholarships, fund raising, and providing easy to find and use information for people looking to get scholarships. The unique hurdles for this website was to take all the information and organize it in a visual way that was easy for everyone to navigate.

## **OUR SOLUTION**

Research and constant communication was key for this process, as was testing it with people who hadn't seen the content or website before. Making sure that this valuable information could be accessed without being intimidating or frustrating took a lot of time and effort on every side of the table.

**[Note: This is a sample contract - we are not lawyers and recommend you having your own legal counsel review any contract prior to sending out.]**

Date: September 08, 2022

Between "us", Josh Bowers Online, and "you", Alison de Grassi

You Alison de Grassi, located at West Center are hiring Josh Bowers Online to design and develop a web site for the estimated total price of \$21,750.00 as outlined in our previous correspondence.

## **1.0 SERVICES RENDERED**

### **DESIGN**

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.)

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you will pay us in full for everything we've produced up to that that point and then cancel this contract.

### **TEXT CONTENT**

Writing or inputting any text copy is not included in this contract. If you'd like us to write new content or input text for you, we're happy to provide a separate estimate for that.

### **PHOTOGRAPHS**

You'll need to supply graphic files to us in an editable, vector digital format. Photographs must be in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries and style of photography/images. If you'd like us to search for photographs for you, we can provide a separate estimate for that. Cost of buying stock photographs or a photo shoot is not included in this contract.

## **HTML, CSS AND JAVASCRIPT**

We deliver templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, poly-fills and behaviours.

## **BROWSER TESTING**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

## **DESKTOP BROWSER TESTING**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), and Mozilla Firefox. We'll also test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. We'll implement a single column design for Internet Explorer 7 and below for Windows but we won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## **MOBILE BROWSER TESTING**

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

- iOS: Safari
- Android 4.1: Google Chrome, Firefox
- Android 3.2: Browser, Firefox

We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

## **TECHNICAL SUPPORT**

We will provide basic technical support to ensure the website works and secure. Hosting, security, backups, and monthly reports are included with monthly retainer.

## **CHANGES AND REVISIONS**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind or make decisions later when you might be better informed. The price at the beginning of this contract is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for to cover the additional work.

## **ERRORS**

We can't guarantee that our work will be error-free (we're human!) so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

## **2.0 MUTUAL COOPERATION**

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

## **3.0 CHARGES FOR SERVICES PERFORMED**

3.1 Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of Josh Bowers Online.

## **4.0 TERMS OF PAYMENT**

### **4.1 BILLING SCHEDULE**

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We're also sure you'll want to maintain a positive working

relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

The total budget for this project: \$21,750.00

Josh Bowers Online will invoice Alison de Grassi for fifty per cent (50%) of the initial fees at point of this signed contract agreement which will act as the deposit. The remaining 50% will be billed monthly as the service hours are spent or when the project is launched.

Alison de Grassi will supply Josh Bowers Online with all necessary purchase order numbers and other internal information required for invoice processing before the close of the month of work (if applicable).

#### **4.3 CLIENT AGREEMENT TO PAY**

You agree to pay our initial (1st) invoice upon receipt which will act as a deposit for the project. Every invoice after that will have 15 day payment terms. In the event payment is not made within 15 days, Josh Bowers Online will charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs Josh Bowers Online pays for carrying overdue invoices from Alison de Grassi. In addition, Josh Bowers Online reserves the right to stop work until payment is received.

#### **4.4 COLLECTION COSTS**

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

#### **5.0 CANCELLATION OF PLANS**

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

## **6.0 RESPONSIBILITIES OF JOSH BOWERS ONLINE AND ALISON DE GRASSI**

### **6.1 JOSH BOWERS ONLINE'S RESPONSIBILITY FOR RELEASES**

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

### **6.2 CLIENT RESPONSIBILITY FOR RELEASES**

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them. We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

### **6.3 CLIENT RESPONSIBILITY FOR ACCURACY**

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

## **7.0 CONFIDENTIALITY**

Josh Bowers Online acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Josh Bowers Online on behalf of Alison de Grassi or disclosed by Alison de Grassi to Josh Bowers Online.

## **8.0 TERM AND TERMINATION**

### **8.1 PERIOD OF AGREEMENT AND NOTICE OF TERMINATION**

This Agreement shall become effective as of DATE HERE and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

### **8.2 TERMINATION FOR CAUSE**



Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

### **8.3 PAYMENT FOR NON-CANCELABLE MATERIALS?**

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the Alison de Grassi, that any such materials and services, are non cancelable.

### **8.4 MATERIALS UNPAID FOR**

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

### **8.5 TRANSFER OF MATERIALS**

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Alison de Grassi to Josh Bowers Online, Josh Bowers Online shall transfer, assign and make available to Alison de Grassi all property and materials in its possession or control belonging to Alison de Grassi. Alison de Grassi agrees to pay for all costs associated with the transfer of materials.

## **9.0 GENERAL PROVISIONS**

### **9.1 GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province/State of STATE/PROVINCE.

### **9.2 REPRESENTATIONS AND WARRANTIES**

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

### **9.3 ENTIRE AGREEMENT**

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

### **9.4 SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

**Alison de Grassi, to accept this contract, click the Accept button and sign at the prompt. You will be emailed a copy for your records**

**Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.**

**If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.**

1. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
2. Sign in the box that pops up to make the acceptance official.
3. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
4. We'll email you a separate copy of the signed contract for your records.
5. If you'd like to speak to us by phone, don't hesitate to call