

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND GUMCO**

**THIS AGREEMENT** is made and entered into this 23<sup>rd</sup> day of May 2016, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **GUMCO**, whose principal address is **12 WEST MARKET STREET, SUITE 220, SALT LAKE CITY, UTAH 84101**, hereinafter referred to as the "Contractor".

**WHEREAS**, Santa Fe County is seeking qualified professionals to research, create, develop and implement a community branding initiative for Santa Fe County for the purpose of creating a consistent community-wide identity while recognizing that tourism and economic development are key elements of the community; and

**WHEREAS**, the Contractor's proposal was the most highly rated proposal and demonstrated its experience with previous branding campaigns that were similar in scope its ability and qualifications to perform the required professional services needed for this project; and

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive sealed proposals were solicited through Request for Proposals No. 2016—0156-CM/BT to obtain the services required for the above stated project; and

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

Contractor will provide consulting and marketing services for solid marketing research both quantitative and qualitative with corporate identity/branding including development of a brand values statement; logo development and graphic standards; recommendations for brand rollout and implementation to include interactive and social media marketing as well as traditional marketing, media and promotions; and recommendations for results tracking/measurement.

A. Contractor will develop an over-arching creative brand campaign to communicate Santa Fe County to residents, tourists and visitors, and businesses:

The primary goals/objectives to be achieved by the branding initiative include:

- **Uniformity** - The brand should convey a common message and image to audiences both within and outside of Santa Fe County government;
- **Community Identity/Pride** – Identify and promote what makes Santa Fe County distinct and appealing for residents, visitors, and businesses while understanding this will be the County government's logo as well;

- **Community and Economic Development Promotion** – A defined message that will project community among local government and market Santa Fe County locally, statewide, nationally, and internationally as a great place to live, work, play and do business;
- **Flexibility** - The brand must be flexible and adaptable in order to meet the needs of a variety of departments and municipal functions within the County, as well as groups (such as artists ) and businesses within the County in their specific marketing initiatives, while maintaining consistency with the overall brand;
- **Endorsement** - The brand must be authentic and resonate with citizens, businesses, and community groups within the County and throughout the region in order to gain the broadest possible support for the initiative.

B. **Project Management** – Contractor will lead all aspects of the community branding initiative, including the following:

- 1) ***Advisory to the Steering Committee*** – The Steering Committee will be composed of representatives from the County and community leaders.
- 2) ***Facilitator during the research process and/or testing of the new brand*** - Include descriptions of community engagement efforts that will take place during this process. Santa Fe County has a very involved and engaged community. The contractor will be expected to employ creative means of public involvement to ensure that all segments of the community are aware of and involved in the project.
- 3) ***Research*** – Research will be the basis for the development of a brand concept, creative elements and the overall brand initiative. The contractor will create and implement a brand research plan, which may include qualitative and quantitative research to identify the following:
  - List of key stakeholders, groups, or influential individuals, as well as a cross section of citizens and business owners in the County and those that have a vested interest in the branding initiative and need to be involved in the process;
  - The key elements of the Santa Fe County government, tourism, and economic development;
  - Analysis of competitor marketing strategies;
  - Measures that will be used to determine if the branding effort is successful.
- 4) ***Strategic Plan*** – Contractor will develop strategic objectives that will include implementation, management and ongoing promotion of the brand to include, but not be limited to the following:

- Promotion of the use of the brand among County government, community groups, and businesses while maintaining brand integrity;
- Maintenance and consistency of brand image and messaging while providing suitable flexibility for the target audiences of the participating agencies;
- Recommendation of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness.

5) ***Creative/Development of Brand*** – Contractor will develop creative elements to include design concepts, logos, messages, tagline, and other products to support the overall brand initiative. **A minimum of three distinct creative options must be presented, based on the results of the research. The selected logo design will be delivered with a style manual and guidelines for use and the capability of use in the following:**

- Print and electronic advertising;
- Media placement;
- Public Relations;
- Events; and
- Templates.

6) ***Implementation Plan*** – Contractor will develop an action plan for implementation of the brand in sufficient detail to allow the Steering Committee to understand the approach and work plan. An Action Plan should include, but not be limited to the following:

- Estimated costs/budget associated with the implementation process;
- Proposed timelines for development of creative elements;
- Recommended positioning logo and brand guidelines;
- Implementation plans for brand identity applications and brand identity maintenance plan.

## 2. **DELIVERABLES**

Contractor's specific services are described in detail on **Exhibit A** (Contractor's proposal), attached hereto and incorporated into this Agreement as Contractor's Scope of Work and Deliverables.

## 3. **ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

#### 4. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor for services performed to the satisfaction of the County. Contractor will invoice the County monthly for services performed. Invoices shall include a monthly detailed status report for all activities performed in relation to the project tasks and phases described in Section 1 and Exhibit A attached hereto:
- 2) The amount payable to the Contractor for services performed shall not exceed **Ninety-nine Thousand Nine Hundred Thirty-four Dollars (\$99,934.00)** *inclusive* of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Kristine Mihelcic, Santa Fe County Manager's Office, (505) 986-6224**, or such other individual as may be designated in the absence of the office representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within thirty (30) days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within

thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

## **5. EFFECTIVE DATE AND TERM**

This Agreement shall become effective upon the last date of signature by the parties (the Effective Date). The term of this Agreement shall be one (1) year from the Effective Date, unless earlier terminated pursuant to Section 6 (Termination) or Section 7 (Appropriations and Authorizations). The parties have the option to extend the term of this Agreement but in no event shall the term exceed four (4) years in total.

## **6. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## **7. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures

made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **8. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **9. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **10. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **11. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## **12. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

### **13. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

### **14. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright. The Contractor shall retain the ability to use in its website any and all information, photos, and digital media that may be gathered through completion of work pursuant to this Agreement.

### **15. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

### **16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

### **17. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

### **18. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

## **19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## **20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

## **21. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## 22. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## 23. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## 24. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

<b>To the County:</b>	Santa Fe County Office of the County Attorney 102 Grant Avenue Santa Fe, New Mexico 87501
<b>To the Contractor:</b>	<b>GumCo</b> <b>ATTN: Steve Driggs</b> <b>12 West Market Street, Suite 220</b> <b>Salt Lake City, Utah 84101</b> <b>(801)505-9997</b>

## **25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## **26. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

## **27. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## **28. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**29. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**30. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS,**

The Contractor hereby irrevocably appoints **Judy Romero, 206 S. Coronado Avenue, Espanola, NM 87532**, as its agent upon who process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**33. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

5.23.16  
Date

APPROVED AS TO FORM

  
Gregory S. Shaffer  
Santa Fe County Attorney


5/6/16  
Date

FINANCE DEPARTMENT

  
Carole H. Jaramilla  
Santa Fe County Finance Director

5/11/16  
Date

CONTRACTOR:

  
(Signature)

5/5/2016  
Date

Steve Driggs  
(Print Name)

President  
(Print Title)



# Santa Fe County

## Revised Branding and Marketing Cost Proposal

RFP#2016-0156-CM/BT  
5.05.16

**GumCo**  
Prepared by Steve Driggs  
Steve.driggs@gumco.com  
801-556-2593

Thank you so much for your vote of confidence in GumCo. We are so excited to commit our time, talents and passion towards creating a brand that that your community will rally around and that Santa Fe County can proudly use for years to come.

### SCOPE

This document details the specific deliverables that we feel are required to help the County achieve its short-term and long-term goals. We attempted to keep our tasks very specific while still keeping in mind the big picture of creating and implementing an amazing brand.

### RATE

Our normal hourly rate is \$130. However, because of the project scope and extended duration over several months, we have based our project fees on our lowest hourly of **\$115/hour**.

Deliverable	Description	Personnel	Hours
<b>Research</b>			
Stakeholder Interviews	We will hold up to 15 phone interviews with key business, tourism, and county representatives.	Research Director, AE, Account Director	64
Focus Groups	Live focus groups with business representatives/residents and residents. GumCo will oversee project and help with discussion guide creation as well as creative examples.	<b>Outside Research Firm</b> , Research Director, Account Director, CD	147
Conclusions/Summary	We will summarize findings and present a detailed report.	Research Director, Account Director	59
<b>Brand Style Guide</b>			
Logo	Final logo and usage in all of its color and file type variations.	Designer (2), CD	43
Values Statement	An inspiring mantra that encapsulates the mission and values.	Writer, CD	26
Messaging	Determine the key message that resonates with travelers and unites the business community.	Writer, Account Director, CD	26

Tagline	In just a few words, this will encapsulate the essence of the new brand.	Writer, CD	26
Design Elements	Usage of fonts, color, patterns, photography and icons will be described in detail.	Designer (2), CD	57
Brand Architecture	We will organize your brand hierarchy to create a branding system to allow for sub brands of appropriate county departments.	Designer, CD, Account Director	35
<b>Digital Brand Assets</b>			
Social	Designs and profile icons for your Facebook and other social pages.	Designer, CD	26
Email Signatures	Hosted email signature templates (that do not appear as attachments).	Designer (2), CD	17
Word & PPT templates	Word and PPT templates with defined master pages, styles, colors and fonts built in.	Designer (2), CD	43
Website	Key images and design suggestions on how to incorporate new brand and message on your website homepage.	Designer, CD	17
<b>Printed Assets</b>			
Letterhead and Business Card Designs	We will provide design templates for your letterhead, envelopes and business cards.	Designer (2), CD	26
Signage and Promotional	We will consult with you on incorporating the brand on your signage, vehicles, uniforms, etc.	Designer, CD, AE	35
<b>Implementation</b>			
Community Outreach	We will regularly meet with and report progress to key members of the business community, board members and county officials.	Account Director, CD, Researcher, AE	87
PR	We will work in conjunction with your communications director to secure local reporting of the new brand launch.	Account Director, AE	43
Rollout	We will create and disseminate a launch kit of graphic assets to the county, business and travel partners.	AE, Designer	27
<b>Total Hours</b>		<b>804@ \$115/hour</b>	<b>\$92,460</b>
<b>Travel Hard Costs</b>			
Plane, car, lodging and food	A total of 11 individual one-day trips to Santa Fe County for meetings, research and presentations	11@ \$679 ea.	\$7,474
<b>Grand Total</b>			<b>\$99,934</b>

**TOTAL**

The combined total of all hours and hard costs is **\$99,934**. Through the duration of the engagement, we will send detailed progress reports and invoices at the end of each month. The report will give an accounting of every hour worked and the status of each project deliverable. We will also include receipts, rationale and a full accounting for any hard costs for travel or research. We typically require that invoices be due net 30.

**TIMING**

We plan to begin the project immediately after the terms are agreed upon and we receive a signed contract. The brand launch, including all deliverables listed above, will be done before the pre-determined **launch** date. Note that full execution of the brand on vehicles, documents, websites, signage, and other printed materials outside of this scope will extend beyond the September date.

**CHANGE ORDERS**

There are bound to be unforeseen challenges and shifting priorities along the way. For each deliverable we allow up to three rounds of changes and revisions. If additional changes are required that cause the job to go over hours, we will notify you in advance. If additional hours are not available from other projects, we will create a Change Order based on the \$115 hourly rate.

If further projects beyond this scope of work are required, we will provide new project estimates or do the work hourly at the \$115 rate (based upon prior approval). We always track our time so we can provide an accounting of hours spent along the way.

**NOTE**

This bid is primarily for strategy, research and design services. It does not include printing costs, press checks, media buying/planning, photography or video.

Again, we are excited for the opportunity and believe we can create an amazing brand together. Looking forward to the project!

Best,  
Steve

GumCo  
Steve.driggs@gumco.com  
o. 801-505-9997

