

CREATIVE BRANDING IS OUR THING



PROJECT PROPOSAL: BRANDING IDENTITY
PROJECT SUBTITLE: EMPLOYEE WELLNESS
CLIENT: DCo PUBLIC HEALTH
DELIVERED ON: MARCH 3, 2016
SUBMITTED BY: BOBBIETTE PALMER

Willa,

When last we met, we spoke of two main projects in an effort to educate the general employee population of Durham County Government about the Employee Wellness benefits available to them through DCo:

1. Branding Identity for the Employee Wellness Initiative as a whole, and the subsets of that initiative. As I understand it the following will be included in the brand identity:

- [DCo Employee Wellness \(main umbrella\)](#)
- [Fitness Centers](#),
- [Choose to Move](#),
- [Wellness Clinic](#)
- [Smoking Cessation](#)

These initiatives will be branded, taking into account and reflective of the general branding for Durham County Government, utilizing color values and fonts that have been approved by brand standards previously set forth by the Public Information and Communications Office.

The second thing we spoke of was how to introduce these brands to the County's general employee population.

2. Launching Employee Wellness on the **new employee intranet, MyDCo** and featuring the marketing campaign on the **new NYCU platform on MyDCo**.

Starting with the brand identity build first will make launching that new identity and it's component's on the new DCo employee platform much smoother. This proposal will only deal with the branding of Employee Wellness and its subsets. The launching and collaborative build of the Employee Wellness sector of the intranet platform is already covered by my contract through the County Manager's office and will not be of additional cost to you.

The following is an outline of the proposed work with timeline and cost estimate. We will start work once you are satisfied with the terms. A deposit of 25% down is requested, with the remaining balance due with each milestone completed.

Please let me know if you have any questions and when you would like to have a followup meeting to confirm and or change any of these terms.

Thanks so much!



Bobbette C. Palmer

Authorized County Contractor
DCo Marketing and Graphic Design

Socialotus Media Group

Branding is our thing.
Amazing work is our promise.
Your success is the only result we care for.

Brand Discovery:

Bobbiette has been an onsite marketing contractor working in the County Manager's department for Public Information and Communications for the past 3 years and knows well the culture of Durham County and its ever-changing needs, the County's competition and the clients of whom the County serves. She has done the initial work to meet with Willa Robinson and other members of the Wellness Committee to really drill down to the core of how the County's employees see and perceive Public Health and the benefits of Durham County's wellness programs intended for its employees. Through this brand discovery process, she and Willa have come to agreement on how these benefits should be seen moving forward.

Brand Strategy:

Bobbiette will develop a brand strategy unique to the new DCo Employee Wellness initiative. She will present what she feels is the look and feel that is needed to communicate and suggest tactics for how it can be expressed throughout Public Health's internal business operations.

Identity Package:

Once she has developed the brand strategy this direction has been approved, she will move to design and interpret your brand's characteristic in a more visual way. A standard package will include:

- Logo design for Employee Wellness and its supplemental programs and assets
 - Employee Wellness
 - Wellness Clinic
 - Fitness Center
 - Smoking Cessation
 - Choose to Move
- Color formats: Full Color / Black / White
- File formats: JPG / PNG / PDF

Brand Guidelines:

Once these steps are complete and you have signed off your approval, Bobbiette will develop brand guidelines or you this is your handbook for how to properly express your brand, where and how to use the logo, colors, fonts and just as importantly how NOT to use them, in order to consistently communicate your message.

Collateral Production:

Once the identity package is completed, Bobbiette will then implement logos in various digital and physical collateral to include

Digital Banners for electronic signage (Emails, MyDCo Platform, NYCU)

Printed media consisting of Posters and 8x11.5 Paper signage

Graphics for Lobby and Desk Screens and NYCU and News Alerts

To complete the work outlined in the project scope, we'll need approximately **8 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. Upon completion of each milestone and with exception of the deposit, a payment will be due. See payment schedule for details.

Phase	Week
Brand Discovery	1
Present Strategy	2
Initial Design Concepts	3
Refined Designs	4
Brand Guidelines Document	5-6
Collateral Production	7
Intranet Application	8

YOUR INVESTMENT

Payment Schedule

Description	Price	Qty	Subtotal
Brand Discovery Upfront dicoverly meeting and brand research as described in Scope of Services Initial Deposit: Deposit is due at time of agreement	\$500	1	\$500
Brand Strategy Written strategy document as described in scope of services.	\$500	1	\$500
Identity Package 2 logo options (horizontal and vertical) included in color / black / white formats and in jpg, png and pdf formats for 5 different logos. Milestone 1: Payment is due upon approval	\$4,000	1	\$4,000
Brand Guidelines Document Shows acceptable usage of brand for internal and external departments contractors and suppliers Milestone 2: Payment is due upon approval	\$1,000	1	\$1,000
Collateral Production Package Digital banners, Posters, Digital Platform Slides and Ads (desktops, NYCU, Intranet applications) Milestone 3: Payment is due upon approval	\$1,000	1	\$1,000
Intranet Application Application to MyDCo Intranet platform for phase 1 rollout.	\$0	1	\$0
Total			\$7,000

Payment Schedule

All payments will be 1/4 the cost of the whole payment. \$1750 will be due upon agreement and at the approval of each milestone.

STATEMENT OF WORK & CONTRACT

Date: 3, March 2016

Between Bobbiette DBA 'Socialotus' hereinafter referred to as CONTRACTOR and the County of Durham, a political subdivision of the State of North Carolina, hereinafter referred to as "COUNTY"

You, County of Durham, Purchasing Department located at 4th floor, 200 E Main St, Durham, NC 27701 are hiring Bobbiette Palmer DBA 'Socialotus' to perform Branding and Identity for the total price of \$7,000 as outlined in Scope of Service. Scope of Services is hereby incorporated herein and made a part of this contract.

1.0 Services Rendered:

1.1 STRATEGY AND DESIGN

CONTRACTOR will deliver a branding strategy and design new logos for Employee Wellness and its subsets. After the strategy and design are approved CONTRACTOR will deliver a branding guidelines document. Upon completion of the branding guidelines document, CONTRACTOR will deliver digital and physical collateral design. Printed collateral will incur additional cost and CONTRACTOR will work with the DCo Sign Shop to make available designs for physical signage. The sign shop shall provide a quote for the printed materials at the COUNTY's request.

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

1.2 ERRORS

CONTRACTOR can't guarantee that her work will be error-free so she 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 COUNTY has advised her of them.

2.0 Term of Contract:

The Term of this contract for services is from 03/1/2016 to 04/09/2016 unless sooner terminated as provided herein.

3.0 Mutual Cooperation:

CONTRACTOR agrees to use best efforts to fulfill and exceed your expectation on the deliverables listed above. COUNTY agrees to aid us in doing so by making available to CONTRACTOR needed information pertaining to COUNTY and to cooperate with CONTRACTOR in expediting the work.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

4.0 Charges for Services Performed:

Requests above and beyond those listed in the budget 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 Socialotus.

STATEMENT OF WORK & CONTRACT

4.1 BILLING SCHEDULE

CONTRACTOR shall receive from COUNTY an amount not to exceed seven thousand dollars (\$7,000.00) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Scope of Services. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY at the end of each milestone as specified by the proposal terms during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

5.0 Independent Contractor:

COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract.

Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5.0 Insurance and Indemnity:

To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and

\$ 100,000 --- Property Damage Liability, or

\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section 5 shall be deemed to constitute a waiver of the sovereign immunity of the County, which immunity is hereby reserved to the County.

STATEMENT OF WORK & CONTRACT

6.0 Health and Safety:

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

7.0 Non-Discrimination in Employment:

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

8.0 Governing Law:

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

9.0 Termination:

COUNTY has the right to modify, reject, cancel or stop any and all plans or work in process. However, COUNTY agrees to defend, indemnify and hold CONTRACTOR harmless for any liability relating to such action.

9.1 EVENT OF DEFAULT.

Any one or more of the following acts or omissions of the CONTRACTOR shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more or all of the following actions:

1. Give CONTRACTOR written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the CONTRACTOR written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the County for damages caused by the CONTRACTOR'S Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

9.2 TERMINATION FOR CONVENIENCE.

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

STATEMENT OF WORK & CONTRACT

Termination of this Contract, under either section 10.1 or 10.2, shall not form the basis of any claim for loss of anticipated profits by either party.

10.0 Responsibilities of CONTRACTOR and COUNTY:

CONTRACTOR 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 CONTRACTOR for use in performing services for COUNTY if applicable).

10.1 CLIENT RESPONSIBILITY FOR RELEASES

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

COUNTY will own the visual elements that CONTRACTOR creates for this project. CONTRACTOR will furnish source files and finished files and COUNTY should keep them somewhere safe as CONTRACTOR is not required to keep a copy. COUNTY owns all elements of text, images and data COUNTY provided, unless someone else owns them.

CONTRACTOR will own the unique combination of these elements that constitutes a complete design and will license that to the COUNTY, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

10.2 CLIENT RESPONSIBILITY FOR ACCURACY:

COUNTY 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.

11.0 Confidentiality:

CONTRACTOR 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 CONTRACTOR on behalf of the County of Durham or disclosed by the County of Durham to CONTRACTOR.

12.0 Successors and Assigns:

CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13.0 Compliance with Laws:

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

STATEMENT OF WORK & CONTRACT

17.0 Equipment:

CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

18.0 Entire Contract:

This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

17.0 Headings:

The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

18.0 Existence:

CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

19.0 Corporate Authority:

By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

20.0 E-Verify

As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

County of Durham - County Manager

County of Durham - Chief Financial Officer

Contractor



By: _____

Authorized Representative

Print Name: ___Bobbiette Palmer_____

Title: Marketing Contractor & CEO of Socialotus