

## **PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**3 Fold Communications**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Transit Branding Services for Nevada County Transit Division**

### **SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$59,975  
(§3) **Contract Beginning Date:** July 1, 2019 **Contract Termination Date:** June 30, 2020  
(§4) **Liquidated Damages:** N/A

### **INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6) <b>Commercial General Liability</b>	(\$1,000,000 per occurrence)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$2,000,000 aggregate limit)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§7) <b>Automobile Liability</b>	(\$ 300,000) Personal Auto	<input type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Business Rated	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Commercial Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§8) <b>Worker's Compensation</b> (Statutory Limits as required by the state of California)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Employer's Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§9) <b>Errors and Omissions</b>	(\$2,000,000 per occurrence)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$2,000,000 aggregate)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### **LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:

N/A

### **NOTICE & IDENTIFICATION**

(§26) **Contractor:**  
3Fold Communications  
2031 K Street  
Sacramento, CA 95811

**County of Nevada:**  
Transit Division  
13081 John Bauer Rd.  
Grass Valley, CA 95945

Contact Person: **Katelyn Downey**  
(916)442-1394 ext. 101  
e-mail: [Katelyn@3foldcomm.com](mailto:Katelyn@3foldcomm.com)

Contact Person: **Robin VanValkenburgh**  
(530)477-0103 ext. 1003  
mail: [Robin.VanValkenburgh@co.nevada.ca.us](mailto:Robin.VanValkenburgh@co.nevada.ca.us)

**Contractor is a:** (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input checked="" type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**EDD:** Independent Contractor Worksheet Required:

☐ Yes ☒ No

**HIPAA:** Schedule of Required Provisions (Exhibit D):

☐ Yes ☒ No

### **ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### **1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### **2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

#### **3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### **4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### **5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### **6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial **Automobile Liability** insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement

(herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

**16. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

**Miscellaneous**

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all

supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**CONTRACTOR:**

\_\_\_\_\_  
Name: Gordon Fowler  
Title: President / CEO

Dated: \_\_\_\_\_

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Honorable Richard Anderson  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board

## EXHIBIT "A"

### SCHEDULE OF SERVICES

3 Fold Communications will provide professional consulting services for the development of a brand identity, including new naming concepts, development of a logo, symbols and or design, and establishment of branding strategies for the County of Nevada Transit Services.

3 Fold Communications will work with the two Transit brands currently established: Gold Country Stage, the County's local and regional fixed route bus system. and The Lift, the County's complementary ADA paratransit service operated through a contract with Paratransit Services, Inc. The job of the consultant will be to develop a new brand for Gold Country Stage and a sub-brand for the Lift.

3 Fold Communications will work with Transit Services Division (TSD) staff and a Project Management Team to provide professional and marketing services to prepare both a final design and working templates that will include but not be limited to the following: brand identity, name(s), logo, color scheme and basic graphic designs and standards for the division to follow.

Decisions regarding brand identity, colors, logo and new graphics will be made in consultation with TSD staff and the Project Management Team and shall convey the new brand and be consistent throughout all marketing material.

Consultant will be responsible for public opinion testing of developed names and logos. The Consultant will also prepare presentations to the Transit Services Commission and the County of Nevada Board of Supervisors to solicit their input on the name and logo. The final approved name(s), logo(s) and color scheme will be utilized to develop an exterior bus paint scheme, bus stop signage design and overall TSD graphics/print collateral including Rider's Guide.

3 Fold Communications will execute this project according to their proposal submitted March 5, 2019.

#### GOAL:

Develop and execute a brand identity, including new naming concepts, development of a logo, symbols and or design, and establishment of branding strategies for the transit services the County of Nevada.

#### OBJECTIVES:

In order to achieve the goal, 3fold will:

1. Plan, design, and implement a comprehensive brand platform, encompassing both: Gold Country Stage and The Lift, the County's complementary ADA paratransit service operated through a contract with Paratransit Services, Inc.
2. Develop a set of clear and consistent brand guidelines
3. Provide professional and marketing services to prepare final designs and working templates that will include the brand identity, name(s), logo, color scheme and basic graphic designs and standards for the division to follow.

#### TARGET AUDIENCES

Primary:

- Current Nevada County Transit Services customers, including:
- Seniors
- Persons with disabilities
- Youth
- Low-income residents
  - Members of households with no available private vehicles

Secondary:

- Other Western Nevada County residents
- Western Nevada County media
- Western Nevada County leaders:
  - Elected officials
  - Business leaders
  - Community leaders
- Nevada County Transit Services staff
- Major Western Nevada County Activity Centers, including:
  - Community Centers

- Medical Facilities
- Government Facilities
- Educational Facilities
- Recreational Activity Centers
- Retail Centers

3 Fold Communications will develop a brand that reflects the Nevada County Transit Services' innovative look to the future and its respected position in the community, while respecting its long-standing history and roots.

This work will be done in a three-phased approach:

1. Research and Analysis
2. Concepting
3. Production and Implementation

### **PHASE I: RESEARCH AND ANALYSIS**

3 Fold Communications will first focus on gathering research and developing tactics tied to the following strategic goals:

- Establish effective pathways that optimize customers' access and information sharing.
- Ensure equitable representation across age, racial, ethnic, socioeconomic, and gender groups.
- Demonstrate leadership in the region around transit services.
- Foster an outstanding working and service environment.

#### **First. Research**

3 Fold Communications will start with one (1) on-site kick-off meeting and a draft project management plan. At the end of the meeting, the following items will be identified:

1. The project timeline
2. When and how 3fold will provide written reporting on the project elements
3. How often and when 3fold and Nevada County Transit Services will meet in-person and by phone
4. When regular check-in calls will occur

3 Fold Communications will collaborate with Transit Services Division (TSD) to further understand how the Nevada County Transit Services brands act individually and how they interact with each other. The work will start with— identifying strengths, weaknesses, opportunities, and threats, (SWOT analysis) as well as other pertinent information to include:

1. Understanding business objectives
2. Identifying and understanding target audience(s)
3. Stakeholder interviews and conducting focus groups or surveys

Meetings between 3fold and Nevada County Transit Services during Step 1 of the project will occur by phone and/or video conference for all check-ins and review of research findings. Stakeholder interviews will be held in-person at the Nevada County Transit Services offices, or stakeholder offices.

#### **Second. Analysis**

3 Fold Communications design team will solve the given challenges through a refined process creating a family of brands that tells the story of the vision and character of Nevada County Transit Services and how it filters through to its sub- brands, in this case Gold Country Stage and The Lift.

3 Fold Communications will start with extensive research to find high-level clues that will help solve the design problem. This work includes:

1. Brand audit
2. Industry analysis
3. Competitor analysis

Meetings between 3fold and Nevada County Transit Services during Step 2 of the project will occur by phone and/or video conference for all check-ins and review of audits and one (1) in-person meeting at the Nevada County Transit Services offices to present final findings and outcomes of the analysis phase.



### **Third. Public Opinion and Testing**

3 Fold Communications will work to find a common ground across stakeholders and multiple target audiences and build trust to engage riders. This will be accomplished by gathering information on ridership to better understand riders' needs and expectations.

3 Fold Communications will collaborate with TSD to revise and finalize the following public opinion outreach and testing plan to ensure it meets the County's needs. This plan includes public outreach and developing presentations to the Transit Services Commission (two (2) presentations; draft and final) and the Nevada County Board of Directors (one (1) presentation; final).

#### **OUTREACH DEVELOPMENT**

3 Fold Communications will gather qualitative and quantitative data to ensure voices in the Nevada County community are heard and leveraged to achieve brand buy-in.

3 Fold Communications will conduct the following tasks:

**Survey Development:** Develop a five- to- seven-question survey to determine overall public opinion of the Nevada County Transit Services brand and identify public usage patterns of Nevada County Transit Services. 3 Fold Communications will work closely with Nevada County Transit Services to create survey content.

The survey will be accessed online and also in-person at community events. A successful survey will include responses from a sample of 200 Nevada County residents

**Survey Deployment:** Deploy the survey to community partners (as agreed upon with Nevada County Transit Services).

Recommended community partners could include Gold County Community Center, local chambers of commerce and the leveraging of known constituents of other county departments. In the event that Nevada County Transit Services does not want to utilize a partner list or does not have a robust enough list, 3 Fold Communications can deploy a digital campaign to Nevada County residents (or targeted groups within the County). 3 Fold Communications will present a digital campaign outreach plan for approval to Nevada County Transit Services. The digital advertising budget will be an additional cost to Nevada County Transit Services, not to exceed \$3,000.

**Presentation Development:** Pull survey data to develop presentations for Nevada County Transit Services. All draft presentations will be presented by video conference or phone and final presentations will be made in-person at Nevada County Transit Services offices or other facility as determined by Contract Administrator.

- This plan includes developing draft and final presentations to the Transit Services Commission and Nevada County Board of Supervisors (up to three (3) total presentations).

#### **COMMUNITY EVENT ACTIVATION**

3 Fold Communications will train County Staff as well as provide their own staff to attend two community events. Training will take place at Nevada County Transit Services. 3 Fold Communications will identify two (2) of its event staff who will meet with Nevada County Transit Services staff onsite at the Nevada County offices for a half-day (1/2) "train the trainer" session to learn about the brand, project goals, and important details to communicate to the rest of 3fold event staff and to the public. 3fold will in turn communicate these learnings back to additional event staff who may be present at the events. . Once trained and community events have been identified and planned, 3fold's event staff will encourage attendees to take surveys as well as have informal conversations and report back on findings. Event booths can include games and giveaways to encourage and maintain community attendance.

Meetings between 3fold and Nevada County Transit Services during Step 3 will occur by phone and/or video conference for all check-ins and reporting on event and survey findings and one(1) in-person at the Nevada County Transit Services offices to train event staff

### **Fourth. Recommendations**

Informed by analysis, 3 Fold Communications will develop a formal recommendations report that outlines our brand strategy approach through positioning messages and visual elements.

A meeting between 3fold and Nevada County Transit Services during Step 4 of the project will occur in-person at the Nevada County Transit Services offices or other facility as determined by Contract Administrator to present final recommendations report to key internal staff

## **PHASE II: CONCEPTING**

### **First. Naming**

3 Fold Communications will develop up to three names for each service: Gold Country Stage and Gold Country Lift.

The process includes researching names through the Secretary of State's office and the US Patent and Trade Office. Registering or trademarking legalities are not handled at 3fold as part of the scope of this work.

### **Second. Concepting**

By combining research discovered in Phase 1, 3 Fold Communications will develop brand concepts that include Nevada County Transit Services logos and specific treatments of the logos for any special uses. These concepts will allow for a seamless transition to the new, permanent logos. Concepting will include:

- Internal brainstorming and discussion (informed by research)
- Concept development (up to three logos, including color scheme, for each service: Gold Country Stage and Gold Country Lift)
- Internal creative department review and discussion
- Internal account team review and discussion
- Refinement until it's right

### **Third. Visual Identity Development**

Upon development of Nevada County Transit Services positioning, 3 Fold Communications will begin testing the designs for resonance and strength with Nevada County's team, identified stakeholders, and audience members.

3 Fold Communications will be conducting analysis of the current climate and regional trends that could impact the success of your new brand. This work includes:

- Industry visual audit
- Current trends and forecasting

### **Fourth. Design Development**

This process includes:

Black and white mark development

1. Internal review and discussion
2. Refinement until it's right
3. Presentation to client
4. Client review
5. Client feedback provided
6. Collaborative client and team review and discussion
7. Client selection of one concept
8. Refinements of selected concept, if needed

### **Fifth. Color Development and Logo Implementation**

Careful consideration will be devoted to this unifying element of the design and how it moves forward.

This process includes:

9. Internal review and discussion
10. Refinement until it's right
11. Presentation to client
12. Collaborative client and team review and discussion
13. Client selection of color concept
14. Refinement to selected color, if needed

## **PHASE III: PRODUCTION AND IMPLEMENTATION**

### **First. 1: Style Guide Development and File Preparation**

3 Fold Communications will ensure Nevada County Transit has what they need to use the brand on their own. This work includes:

Brand standards guide development — a formal document that gives detailed guidance on how to effectively communicate the voice and tone of the brand, and outlines proper logo usage, brand color specifications, and appropriate font usage for print and digital media including, brand voice, brand message and logo usage.

- Brand usage training
- Packaging of native logo files in formats listed below:
  - AI
  - EPS
  - JPG
  - PNG

Meetings between 3fold and Nevada County Transit Services during Concepting will occur by phone and/or video conference for all check-ins, concepting brainstorming sessions, and editing/ review of concepts will be held in-person at the Nevada County Transit Services offices or other facility as determined by Contract Administrator to present concepts

### **Second. Collateral Development**

3 Fold Communications will develop all recommended collateral pieces for launching the brand.

This work includes:

1. New bus stop and shelter graphics
2. Printer collateral including rider's guide, passes/fare media, business cards, and a letterhead design
3. Bus and van schematics for Gold Country Stage vehicles including but not limited to: vehicles (2016 IC 29 foot Cutaway, 2018 IC 29 foot Cutaway, Dodge Caravan (3) and Ford Escape (2)) and Gold Country Lift vehicles (2018-19 Ford V350 Transit Van, 2013 E350 Cutaway 8 passenger, 2013 E450 Cutaway 10 passenger and 2013 E450 Cutaway 14 passenger)

Meetings between 3fold and Nevada County Transit Services during Collateral Development will occur by phone and/or video conference for all check-ins, concepting brainstorming sessions, and editing/ review of concepts will be held in-person at the Nevada County Transit Services offices or other facility as determined by Contract Administrator.

3 Fold Communications will provide a formal presentation of concepts to: Transit Services Commission (two (2) presentations: draft and final) and the Nevada County Board of Supervisors (one (1) presentation: final).

# EXHIBIT A SCHEDULE OF SERVICES

		Implementation Calendar																											
Task	Week of	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec	6-Jan			
<b>Finalize Scope of Work</b>																													
<b>Kick Off Meeting</b>																													
<b>INTERNAL PROJECT WORK</b>																													
<b>Phase I: Research and Analysis</b>																													
Finalize implementation calendar																													
<b>Step 1: Research</b>																													
SWOT Analysis, includes brand audit, industry analysis, competitor analysis																													
Team check-ins																													
<b>Step 2: Analysis</b>																													
SWOT analysis report																													
Team check-ins																													
<b>Step 3: Public Opinion and Testing</b>																													
Outreach development																													
Survey development																													
Review survey with Nevada County internal team																													
Survey deployment																													
Community event activation																													
Survey deployment during events																													
<b>Step 4: Recommendations</b>																													
In-person team meeting																													
<b>Phase II: Concepting</b>																													
<b>Step 1: Naming</b>																													
<b>Step 2: Concepting</b>																													
Internal brainstorming																													
Concept development																													
Internal review with Nevada County team																													
<b>Step 3: Visual Identity Development</b>																													
Industry visual audit and current trends report																													
<b>Step 4: Design Development</b>																													
Black and white mark development																													
In-person presentation to team																													
Collaborative client review and discussion																													
Client selection of one concept																													
<b>Step 5: Color Development and Logo</b>																													
Internal review and discussion																													
In-person presentation to team																													
Client selection of color concept																													
Team check-ins																													
<b>Phase III: Production and Implementation</b>																													
<b>Step 1: Style Guide Development</b>																													
Brand standards guide development																													
Brand usage training																													
Native files delivered																													
<b>Step 2: Collateral Development</b>																													
Bus Shelters																													
Print collateral including rider's guide, passes/fare media, business cards, letterhead design																													
Bus and van schematics																													
Team check-ins																													

3fold

## EXHIBIT "B"

### SCHEDULE OF CHARGES AND PAYMENTS

Contractor shall be paid for services as key deliverables (tasks) are complete as identified in the project plan attached as Exhibit "A" and approved by Contract Administrator in an amount not to exceed, \$59,975.

Tasks	Jessica Rhodes, Director of Strategy	Director of Client Services, Katelyn Downey	Brand Manager, Carolyn Hopkins-Vasquez	Associate Brand Manager, Garrett Brewer	Director of Creative Services, Chris Terrazas	Senior Art Director	Graphic Designer	Production Designer	Content Specialist	Various, Street Team Representatives	Total Cost
<b>Task 1-</b> Kick-off Meeting & Project management plan	1	4	16	6	4	4					\$4,450.00
<b>Task 2-</b> Public Opinion and Testing	2	14	75	100						40	\$23,575.00
<b>Task 3-</b> Naming		2	8	6	4	4			20		\$ 5,000.00
<b>Task 4-</b> Logos		1	8	14	10	20	40	20			\$12,550.00
<b>Task 5-</b> New Bus Stop/Shelter Graphics			1	3		1		20			\$2,550.00
<b>Task 6-</b> Agency Collateral		1	2	8	2	2		40			\$5,750.00
<b>Task 7-</b> Overall TSD Graphic Standards			2	4	1	2		30			\$4,050.00
<b>Task 8-</b> Bus and Van Schematic			1	4		1		14			\$2,050.00
<b>Total</b>	<b>3</b>	<b>22</b>	<b>113</b>	<b>145</b>	<b>21</b>	<b>34</b>	<b>40</b>	<b>124</b>	<b>20</b>	<b>40</b>	<b>\$59,975.00</b>

**Total:** **562 hours** **\$59,975.00**

Contractor shall invoice County monthly upon completion of the objectives identified above. Invoices shall include detail indicating the number of hours being billed and the applicable objectives completed. Invoices shall identify, as a separate line item, any overages and include a note regarding the purpose of identified overages. County Project Manager will review and approve Invoices upon receipt.

Payment shall be made with approval by County Project Manager at Net 30. Invoices shall be submitted to:

Nevada County Transit Division  
ATTN: Robin VanValkenburgh  
13081 John Bauer Rd.  
Grass Valley, CA 95945

**INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting contract. All invoices must include the contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the acceptance of services are authorized by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. **LATE FEES:** In accordance with Section 926.10 of the California Government Code, Nevada County will pay interest at the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" as defined above.