

**CONTRACTUAL AGREEMENT FOR  
MARKETING COMMUNICATION SERVICES  
BETWEEN  
PUSH BRANDING  
AND  
IOWA STATE UNIVERSITY**

The Contractual Agreement (hereafter referred to as “Agreement” or “Contract”) for marketing communication services (hereafter "services") for Iowa State University of Science and Technology (hereafter “University”) is effective on the 1<sup>st</sup> day of January 2020, by and between University and PUSH Branding (hereafter “Company”).

**IN CONSIDERATION OF** the mutual promises and covenants contained herein, University and Company agree that this Agreement forms a binding contract for the delivery of services as contemplated and set forth in this Agreement. This Agreement is the governing document, then Request for Proposal 64032 Addendum 2 (Marketing Communication Services), and lastly Company’s response to Request for Proposal 64032 Addendum 2 (Marketing Communication Services).

**SECTION I  
GENERAL INFORMATION**

1.1 General Description

This Agreement is for the provision of graphic design, environmental design, brand messaging, and development of strategic marketing, and related services for the development of marketing communication materials. Company will be responsible for serving as the University’s major provider of these services. These services will be coordinated through University Marketing on the behalf of client departments.

This Agreement does not include services for development of advertising campaigns, website development, application development; or web hosting. The University has other contractual agreements for those services.

1.2 University Contract Administrator

Jayna Grauerholz, Procurement Agent  
Procurement Services  
1340 Administrative Services Bldg.  
2221 Wanda Daley Drive  
Ames, Iowa 50011  
515.294.9394  
[jayna@iastate.edu](mailto:jayna@iastate.edu)

1.3 University Marketing Contact

Carole Custer, Director of University Marketing  
University Marketing & Promotions

3350 Beardshear  
515 Morrill Road  
Ames, IA 50011  
515.294.3134  
[cacuste@iastate.edu](mailto:cacuste@iastate.edu)

1.4 Company Contact

Scott Helms, Principal  
PUSH Branding  
130 E 3rd Street  
Suite 103  
Des Moines, IA 50309  
515.288.5278  
[shelms@pushbranding.com](mailto:shelms@pushbranding.com)

## SECTION II CONTRACT SPECIFICATIONS

### 2.1 Company Requirements

- 2.1.1 Have sufficient design staff to complete up to 200 projects annually and must be able to meet tight production deadlines on multiple projects.
- 2.1.2 Have a minimum of one daylong meeting on campus per week for meeting with University Marketing clients.
- 2.1.3 These day long meetings vary in scope and topics, from strategic and creative consultation to timeline development, photography and photography review, layout development, audience research, brand messaging, and other steps of the design and production process.
- 2.1.4 Provide a dedicated account coordinator for University's account who will attend all Iowa State meetings, schedule meetings with clients, train clients on website, to provide the greatest efficiencies in time and expense.
- 2.1.5 Provide a lead representative who has company management responsibilities and marketing design skills, attend all meetings, and is empowered to make decisions that will affect scheduling of multiple designers. Additionally, the lead representative must be able to provide cost estimates, scheduling, and deadline information.
- 2.1.6 The company will be required to assist the Office of University Marketing with scheduling client appointments.
- 2.1.7 Have in place a project management database and budgeting system that allows for tracking of projects on a weekly basis and daily to-date expense information.
- 2.1.8 Provide the Office of University Marketing a weekly status report on each project.
- 2.1.9 Understand and be committed to an integrated approach for developing communication materials for the University and its units.
- 2.1.10 Provide University with individual project design estimates and print specs for print estimation purposes at the beginning of each project. Projects exceeding 5% of the original estimate not due to department change order will require a written explanation of the increase and a written approval by the client department approving payment of the increase before the additional costs will be compensated. The firm also is responsible for developing a production timeline for each project.
- 2.1.11 Have an accounting system that invoices total project costs at the time the project is completed.
- 2.1.12 Archive all projects in-house for an indefinite period of time, but in no case less than 15 years.
- 2.1.13 Store a variety of University images in-house for ease of use in developing marketing communication materials for University.
- 2.1.14 Design templates that can be converted to InDesign.
- 2.1.15 Work with Iowa State Printing Services for print projects.
- 2.1.16 Provide delivery and pick-up of production materials at the Office of University Marketing in Beardshear Hall on University's campus.

### 2.2 University Requirements

- 2.2.1 Provide a detailed set of guidelines for the University's visual identity program.
- 2.2.2 Forward publication specifications acquired for the client.
- 2.2.3 Provide a central office location for meetings.
- 2.2.4 Maintain a sample library and provide printed samples of each project to vendor. Make deliveries of proofs and other production materials on campus when necessary. Receive

- electronic files centrally for client viewing.
- 2.2.5 Coordinate invoice procedures for all projects.
- 2.2.6 Coordinate copy changes from clients to vendor. Provide the lead in client consultation regarding strategies to ensure consistent visual and brand messaging for all University materials.

2.3 Contractual Agreement Term

The Contractual Agreement shall begin on January 1, 2020 and continue through December 31, 2025 with the possibility of three one-year renewals upon mutual written agreement.

2.4 Pricing per Hour

2.4.1 Account Management	\$95.00
2.4.2 Art Direction	\$95.00
2.4.3 Brand and Marketing Strategy Consultation and Coordination	\$95.00
2.4.4 Concept Development	\$95.00
2.4.5 Copy-editing	\$95.00
2.4.6 Copyrighting for Print & Digital	\$95.00
2.4.7 Creative Messaging	\$95.00
2.4.8 Custom App Design	\$95.00
2.4.9 Custom Illustration	\$95.00
2.4.10 Custom Photography	\$95.00
2.4.11 Custom Videography & Editing	\$95.00
2.4.12 Environmental Branding & Design	\$95.00
2.4.13 Experiential Marketing	\$95.00
2.4.14 Google Analytics and Training	\$95.00
2.4.15 Graphic Design	\$95.00
2.4.16 Mobile Website Design	\$95.00
2.4.17 Naming a Product, Services, and Facilities	\$95.00
2.4.18 Organic Marketing	\$95.00
2.4.19 Photo Art Direction	\$95.00
2.4.20 Photo Retouch & Editing	\$95.00
2.4.21 Print Supervision	\$95.00
2.4.22 Production Art	\$95.00
2.4.23 Retail Branding Development	\$95.00
2.4.24 Search Engine Optimization & Marketing	\$95.00
2.4.25 Social Media Strategy & Implementation	\$95.00
2.4.26 Social Media Marketing	\$95.00
2.4.27 Traditional Marketing	\$95.00
2.4.28 User Experience (UX) Design	\$95.00
2.4.29 Way Finding Strategy & Design	\$95.00
2.4.30 Website Strategy & Consultation	\$95.00
2.4.31 Other fees must be preapproved by University Marketing and listed in the Statement of Work and Quote.	

2.5 Escalation Fees

Two increases during the first five years are permitted and will be exercised at Company’s discretion. The increases may be exercised after December 31, 2020 and must be exercised 365 days apart. Each escalation may add up to \$5.00 to the hourly rate of each service provided.

Company must provide a 30-day notice of the increase to University. Thereafter, increases will be negotiated annually at each year of the 3 renewals."

## 2.6 Travel Fees

No travel fees for meetings located on University grounds or in Iowa counties Boone, Dallas, Greene, Guthrie, Jasper, Marshall, Polk, or Story. All other travel will be reimbursed in accordance with University policies at a rate of \$45.00 per hour. University Marketing must preapprove any billable travel.

## 2.7 Statement of Work & Quote

The Parties will agree that any services to be provided estimated to cost \$5,000 or more will be specified before the start of services in a Statement of Work (SOW). Each SOW will provide a start and finish date (unless the term of the SOW is agreed to be perpetual), detail of the services to be performed by Company, as well as the cost to the University client department, and any other information to which the Parties agree. Each SOW must be in writing and signed by each of the Parties before it is effective and will become part of this Agreement when fully signed by the Parties. Unless otherwise provided for in a SOW, the terms of this Agreement shall control over any conflicts between the terms of this Agreement and the terms of a SOW.

Each SOW must be accompanied with a Quote delineating the cost of performance of the services to be provided as stated in the SOW.

## 2.8 Ownership of Completed Work, Data, Trademarks, and Domain Names

In the event University provides Company with any data in the course of the Parties' obligations under this Agreement, such data will at all times remain the property of University and Company agrees to keep such data securely in the same manner that Company keeps its own similar data. Upon termination of this Agreement, or any Statement of Work entered into pursuant to this Agreement, Company must return to University, or destroy in a manner specified by University, any University data which Company has obtained in the course of its performance of its obligations under this Agreement. All trademarks of University shall remain the property of University throughout the term of this Agreement. In the event Company obtains trademarks or domain names on behalf of University in the course of its performance of this Agreement, Company shall assign such marks to University as soon as practical, and shall retain no ownership interest in such trademarks and/or domain names.

## 2.9 Invoicing

Company shall submit invoices to the University on a project-by-project basis. All invoices must note the contract purchase order number. Each invoice must include the final invoice, the Statement of Work, and the Quote. Invoices must be sent to [invoices@iastate.edu](mailto:invoices@iastate.edu). Payments are Net 30 and will incur late fees at 1% after 60 days in arrears.

## 2.10 Insurance

Company agrees to maintain the insurance described in the RFP and will provide a current certificate of such insurance throughout the Contractual Agreement Term to University.

## 2.11 Exceptions

Company has made no exceptions to the terms and conditions of the RFP.