



REQUEST FOR QUALIFICATIONS FOR

RFQ 201-21
**Digital Advertising Strategy Design,
Implementation and Management**

RFQ Deadline for Submittal:
3:00 P.M., TUESDAY, SEPTEMBER 1, 2020

Submit Electronically to:

Debbi Claypool, Senior Contracts Administrator
Office of Contract Services
dclaypool@palomar.edu

and copy

Julie Lanthier Bandy, Director,
Marketing, Communications and Public Affairs Office
jlanthierbandy@palomar.edu

Palomar Community College District
1140 West Mission Road
San Marcos, CA 92069

LATE QUALIFICATIONS WILL NOT BE ACCEPTED

REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN That the Palomar Community College District of San Diego County, California, acting by and through its Governing Board, will receive up to **3:00 p.m., on the 1st day of September, 2020.** RFQ responses from established national advertising and marketing agencies ("Firm"), that will furnish consultant services on a year-to-year basis, for a total period of up to three (3) fiscal years, with an option for an additional two one-year extensions. It is expected that the consultant will respond to a final Request for Proposal presentation detailing, outlining and describing the deliverables and services requested.

Responses shall be received electronically at dclaypool@palomar.edu with an electronic copy sent to jlantierbandy@palomar.edu on the date and at the time stated above.

Each submittal shall conform and be responsive to the Request for Qualifications (RFQ), a copy of which is on file and may be obtained by calling the District's Contract Services at (760) 744-1150, ext. 2129, or at the following website:

<http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/>.

All qualified Firms and persons shall have current licenses, be able to work cooperatively and closely with Palomar College Communications, Marketing and Public Affairs Director and staff and be able to show and exhibit an ability to perform and provide services as defined in the RFQ Submittals. Each applicant shall furnish all required certificates of insurance and proof of financial responsibility as set forth in the RFQ.

All submittals shall be screened and evaluated by District appointed committee members and, if determined by committee, those applicants selected for the short list will be invited to submit a comprehensive proposal and attend an interview, at the applicant's own expense, at the District's San Marcos campus or via ZOOM on a date and time to be scheduled.

The District reserves the right to reject any or all applicants, and to waive any irregularities or informalities in the RFQ and Proposal process. District is an equal opportunity employer.

BY THE ORDER OF THE GOVERNING BOARD OF THE
PALOMAR COMMUNITY COLLEGE DISTRICT

Norma Miyamoto
Secretary of the Board

Publication Dates: August 10, 2020
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I. BACKGROUND

In the last 7 years, the College has experienced inconsistent enrollments. While some of the factors for the inconsistencies can be identified (e.g. economic health of the region, rates of unemployment, increased freshman enrollment at CSU San Marcos, and a regional focus on career technical education, it is imperative that the College effectively reach its target audiences.

Palomar College currently engages in comprehensive marketing and communications strategies that include branded advertising, public relations and social media marketing. It was not until the last 12 months that digital advertising became a more heavily used strategy to increase awareness of the wide-range of academic and career training programs and to reach specific audiences to aid in the improvement of enrollments at the College.

II. INTENT AND PURPOSE

The College requires a partner firm to execute a digital marketing strategy to aid in increased awareness, engagement, and enrollment for the College. The firm will provide ongoing monitoring and optimization, as well as reporting. The firm shall provide expert consultation and feedback based on industry best practices that will help the College strengthen its digital presence among its target audiences. This includes consultation before the launch of a campaign and during the run of a campaign. The selected firm shall provide advice on channel selection and blend, audience targeting and keyword strategy, and the leverage of new techniques or channels that arise in the ever-evolving world of digital marketing. The firm will be responsible for in-depth discovery and research on the academic programs selected for inclusion in the campaign, and creation of a digital marketing plan based on the selected academic programs, timelines, and target audiences provided by the College.

The firm shall also provide design for creative assets, to include the build out of individual ads within each platform, landing pages, monitoring key performance indicators, and adjusting campaign elements like bid strategies and keyword usage to improve performance and maximize budget. The firm shall report raw key performance indicator data at frequent intervals as necessitated by the particular campaign, as well as in-depth analytical reports on a monthly basis. Reporting shall be provided in such a manner to allow for improved performance based on the data.

The annual budget of \$150,000 is inclusive of all services identified above and begins each fiscal year (July 1, 2020 and ends in June 2021). First year will be prorated based on award(s) of contract.

III. ACCOMPLISHED DELIVERABLES-DEFINED

The deliverable includes the specifications of approach to strategy design, implementation and management and the required research to effectively do so.

The deliverable also includes creative asset design and implementation for effective and efficient campaign performance and tracking (digital ads, copywriting, landing pages) and technical expertise and on-going reporting of performance.

The project includes implementation of systems to measure and track results of methods employed. Palomar College is focused on utilizing data to make informed decisions to change campaign strategy and implementation as necessary to ensure optimum impact on enrollments.

IV. RFQ SCHEDULE/TIMELINE:

<u>ACTION</u>	<u>DATE</u>
RFQ Issued	August 10, 2020
Request for Clarifications Due	August 19, 2020 by 3:00 p.m.
District to post responses to Request for Clarifications on website: http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/	August 25, 2020 by 3:00 p.m.
Deadline for receipt of RFQ submittals	September 1, 2020 by 3:00 p.m.
Notice of Selection Status	September 8, 2020
Selection Committee Interviews (if desired by District)	Week of September 14, 2020
Notice of Committee's Decision	September 21, 2020
Notice of Recommendation to Governing Board for Award	September 30, 2020
Board Action to Award contract(s)	October 13, 2020
Start of Work	Upon execution of contract and receipt of required documents: By: October 30, 2020

V. RFQ TO INCLUDE PROPOSAL

The District is seeking a response to this Request for Qualification (RFQ) from national, institutional, high volume established digital marketing firms to serve the District as a service provider consultant providing professional services to our District marketing and communications office.

It is the intention of the District to create a short-list of qualified firms and in going forward with this RFQ and proposal evaluation/ selection process, to retain the services of the best qualified professional in the areas of its requirements, doing so for the most competent firms, offering competitive fees and costs offered in the proposal.

VI. TYPE OF SERVICES REQUESTED

The selected District Digital Marketing firm strategy design, implementation and management analysis and creative services with the requisite experience that includes, but is not limited to:

- Digital strategy design, implementation and management
- Expert consultation and feedback based on industry best practices that will help the College strengthen its digital presence among its target audiences.
- Advice on channel selection and blend, audience targeting and keyword strategy, and the leverage of new techniques or channels
- In-depth discovery and research on the academic programs selected for inclusion in the campaign, to determine efficient approach to reach target audiences
- Design for creative assets, to include the build out of individual ads within each platform, landing pages
- Monitoring key performance indicators and adjusting campaign elements like bid strategies and keyword usage to improve performance and maximize budget.
- Reporting of raw key performance indicator data at frequent intervals as necessitated by the particular campaign, as well as in-depth analytical reports on a monthly basis.

Firms shall provide all necessary services to establish and manage a digital strategy with an intended measurable return on investment.

VII. INFORMATION FOR RESPONDENTS

Contact Information: Your contact person at the District in reference to this RFQ is Debbi Claypool (760) 744-1150, ext. 2129 or dclaypool@palomar.edu.

RFQ Submittals: Deadline for submittals is Tuesday, September 1, 2020, no later than 3:00 PM.

Please submit your .pdf version via email to dclaypool@palomar.edu with an electronic copy sent to jlantierbandy@palomar.edu. Additionally, submit one (1) electronic version on CD or flash drive at the below address in a sealed box or package addressed as follows:

Debbi Claypool, Sr. Contracts Adm.
Palomar Community College District RFQ 201-21
1140 West Mission Road
San Marcos, CA 92069

The District will not accept any responses after the deadline date & time. The District does not accept responses via fax. Once submitted, responses become the property of the District. No corrected or resubmitted proposals will be accepted after the deadline.

The District will reject as “non-responsive” any RFQ which is considered by the District at their discretion non-responsive to the material requirements of the RFQ.

Errors/Discrepancies/Questions/Clarification of RFQ: Any discrepancies, errors, questions or clarification pertaining to this RFQ should be directed in writing to Debbi Claypool, Senior Contract Administrator, at dclaypool@palomar.edu. Respondents are encouraged to submit their questions, as soon as possible, in order to give the District an opportunity to reply in a timely manner. The District will not accept any questions for clarification after 3:00 p.m. on August 19, 2020.

Please do not contact any District employee or official regarding this response other than the individual listed above as the contact person. Contacting District staff or officials regarding this work may result in disqualification. Meetings, teleconference calls or one-on-one briefings will not be granted. No verbal comments made by District staff or officials are binding regarding this RFQ except for that which is made in writing. This will assure that all proposers receive the same information in a timely manner.

Addenda to RFQ: If in the sole judgment of the District, any response to questions, discrepancies, clarification or errors which affects the RFQ or other Respondents, the District will issue responses in writing in the form of an addenda and post on the District's website at the following address: <http://www.palomar.edu/businessservices/Bids.html>. Prior to submittal of RFQ, please check above referenced website for any Addenda issued.

RFQ Response Cost: This Request for Qualification does not commit the District to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to and attending the interviews if required.

RFQ Modification/Cancellation: The District reserves the right to reject any and all RFQ submittals, to amend the RFQ and the RFQ process and to discontinue or re-open the process at any time.

Non-Liability of District: The District shall not be liable to the Respondent (Firm) for personal injury or property damage sustained in the performance of these services, however caused.

Added Materials: Respondents are not prohibited, but are discouraged, from submitting additional materials, not required in the RFQ Contents/Format. However, if a Respondent elects to submit additional materials, this documentation should be separate .pdf from the information requested and labeled "Additional Information".

Contents of RFQ Submittal: Each respondent shall provide the following information in the order listed below:

(A) Letter of Interest: Brief letter of introduction on Firm letterhead expressing your interest in providing professional services and your qualifications. Also include the firm's principal contacts in connection with this RFQ, to include their telephone, fax numbers and email address.

(B) General Experience: Provide a profile of experience for the Firm and all members of the team. This section shall include all of the following:

1. The Firm's experience with projects for community college districts.
2. Resumes and short biography of all key members and sub-contractors of the Firm team who will be working on this project; how long the members of the team have been working together and a list of similar projects that this Firm has worked on and completed.
3. The Firm's demonstrated expertise in community college digital advertising strategy design, management and implementation
4. How and why your company is to be considered as a national, institutional service provider, including number of years in this type of business
5. Identification of the location of the office which will service the Palomar Community College District. Preference shall be given to Firms that have local staff and offices in San Diego, Orange or Riverside counties.
6. Any added support services your firm can bring to Palomar College.
7. Are there any reasons there might be a conflict of interest based on working with any competitors of Palomar College?

(C) References: Information and references on College or University digital advertising strategy and implementation, preferably for community college

1. College or University
2. Administrators
3. Media References-
4. Associated business, media, marketing firms

(D) Current Projects within the last three years:

(E) Proposed Fees and Costs: Following the qualifications-based selection process, fees for services will be evaluated and considered as a weighted percentage of the evaluation process.

VIII. GENERAL PARAMETERS

The minimum requirements and the specifications for the services, as well as certain requests for information to be provided by Contractor as part of its proposal are set forth below. The successful proposer is referred to as the "Proposer".

Minimum Requirements:

(A) Each Proposal must include information that clearly indicates how Proposer meets each of the following minimum qualification requirements:

1. Be a Digital Marketing and Advertising firm engaged in the specialized field for a minimum of five (5) years.
2. Be primarily engaged in providing the service as outlined.
3. Be a digital marketing and advertising firm of regional or national reputation that is currently engaged in the business of digital advertising strategy design, implementation and management. The Proposer shall have proven quantifiable ability in this area for a period of no less than five (5) years.

IX. SCOPE OF WORK

Scope of Work Contractor will provide the services more particularly described in the Agreement. This Statement of Work is intended to outline the service, materials and special items required to perform the digital advertising strategy design, implementation and management services for Palomar College.

X. SUBSTANTIAL REQUIREMENTS

1. Proposer shall Provide specifications of approach to digital advertising strategy design; inclusive of standard research conducted, timeline required, percentage of budget and in-kind hours required for strategy design, key aptitudes of firm in strategy design (inclusive of level of experience).
2. Describe approach and process for digital advertising strategy implementation; inclusive of description and quantification of the expected number of ads that will be designed, description and quantify the expected number of landing pages to be developed, provide details of creative review process (inclusive of implementation of edits and any direct costs associated), description of strategy tracking techniques and any needs that may be required of the College web team (i.e. subdomain integrations), detailed explanation of approach to media planning and buying required for strategy implementation, detailed explanation of in-house resources that will be utilized for strategy implementation (include set-up and launch plan), detailed explanation of contracted resources that will be utilized for strategy implementation (include set-up and launch plan), description of any other resources that will be allocated to this contract (i.e. technical staff, copywriters, etc.), detailed timeline and budget allocation for strategy implementation (include expected percentage budget allocation for media vs. agency fees associated with this type of strategy implementation), details associated with number of in-kind hours assigned to

strategy implementation and agency's key aptitudes for strategy implementation that are important for our consideration.

3. Describe approach and process for strategy management; inclusive of primary key performance indicators that are evaluated and managed, agency's standard frequency and mode for strategy optimizations, a description of systems or resources utilized to manage and optimize strategy and report management, details of access provided to College to reporting platforms, description of standard frequency of interactions with clients during on-going strategy management, detailed explanation of in-agency and outsourced resources that will be utilized for strategy management, detailed budget allocation for strategy management, summary of agency's key aptitudes for strategy management that are important for our consideration.

XI. DELIVERABLES

Following the award, conduct initial meeting with Director of Marketing, Communications and Public Affairs to understand the quantity and details of each program to be included in the strategy, gather the information necessary to outline and develop digital advertising strategy; provide timeline and budget allocation for this initial phase of the deliverables, this will be followed by design of implementation plan inclusive of media channels, ad and landing page design, and budget allocation by media channel and launch timeline; finally a detailed approach to strategy management is to be provided inclusive of a timelines and budget allocations.

XII. EVALUATION/SELECTION /AWARD OF CONTRACT PROCESS

The District's evaluation, selection and award of contract process is as follows:

GENERAL PROCESS

1. The selection committee shall screen and rate all submittals based upon the complete responsiveness as requested in the RFQ Contents/Format section of the RFQ.
2. The selection committee will select the shortlist of Firms that may be invited for interviews.
3. The selection committee will invite the shortlisted Firms for a presentation/interview. The interviews will be one hour in length; the Firms will have 30 minutes for a presentation and 30 minutes for questions and answers. The Firm interview team shall include the team staff that will be assigned to work with the District.

RATING METHOD

1. Based upon the interview/presentation each Firm shall be rated in each category where professional services are required.
2. Based upon the interviews, the Firm that rates the highest shall be invited to enter into contract negotiation. When the services and fees are agreed understood and agreed upon, the District will seek approval of award by their Governing Board of Palomar Community College District.
3. If the negotiations are not successful, the District shall enter into negotiations with the next highest rated Agency until an agreement for services and fees acceptable to

the District and the Agency are reached.

TECHNICAL PROCESS

1. All proposals shall be reviewed to verify that the firm has met the minimum requirements.
2. Proposals that have not followed the rules, do not meet minimum requirements, or take unacceptable exceptions will be eliminated from further consideration.
3. Proposals will be reviewed by an evaluation committee comprised of the District officials.
4. Points will be assigned by the committee according to the schedule below and point totals will be used to derive an overall ranking of the proposals.
5. Firms who submit top-ranking proposals will be finalists and may be invited to make a one-hour presentation to the evaluation committee. Upon completion of the finalist presentations, the top-ranked firm(s) will be contacted to enter into contract negotiations, at which time the proposals from other firms will be held in abeyance until successful contract negotiations and execution have been completed.

XIII. SCORING TECHNICAL CRITERIA, 100 POSSIBLE POINTS:

BIDDER QUALIFICATIONS/EXPERIENCE

25 POINTS

This category will consider the qualifications of the firm's experience, the number of years in the industry, and the success of the firm as evidenced in our reference checks. Also, within the context of the project, responsiveness to and understanding of District requirements and goals.

COMPANY AND PROJECT TEAM QUALIFICATIONS/APPROACH

25 POINTS

This category will consider the experience and qualifications of the project manager and other personnel assigned to this project. Provide resumes describing the education and work experience for each of the key staff that would be assigned to the project. Campaign design, implementation and management strategies and approach, including creativity, delivery schedule, etc.

PROPOSAL

20 POINTS

This category will consider the quality of the proposal submitted by the bidder. Maximum points will be awarded for clear, concise, complete and compelling proposals.

COST

30 POINTS

Maximum points will be awarded for lowest bid. Other proposal points will be determined by dividing the lowest proposal price by each additional proposal price and multiplying by the maximum points:

Lowest Bid (divided by) other proposed Bid = % x 25 = points awarded.

XIV. RFQ FINAL CHECK LIST

Ensure that you have completed and have included the following attachments included

in this RFQ and submit with the qualifications.

Attachment - Exhibit A: Pricing -
Exhibit B: Non-Collusion Affidavit
Exhibit C: Hold Harmless
Exhibit D: Certificate Regarding Workers' Compensation
Exhibit E: Non-Disclosure Agreement

XV. CONFLICT OF INTEREST

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to rebates, kickbacks, or other unlawful considerations, and prohibit District employees from participating in the selection process when such employee or employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

XVI. SOLE PROPERTY OF THE DISTRICT

All work performed, and documents produced, pursuant hereto will upon completion, become the property of District. In the event the work is not completed, the completed portions thereof will become the property of District. However, District agrees that any reuse of any of the materials so furnished by Consultant will be at District's own risk unless prior written approval has been given by Consultant for such reuse. Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to District by Consultant under terms of this Agreement, in or by any medium (including computer files transmitted electronically or on disk) is deemed to be "work for hire" under the copyright laws of the United States and the copyright will belong to the District. Subcontractors and vendors to Consultant likewise are to be bound by these copyright terms. District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

EXHIBIT A: Pricing

	DESCRIPTION / DETAILS	COST
Strategy Design		
Strategy Implementation		
Strategy Management		
Media Purchases and Placements		
Other Agency Fee(s)		
Discounts Applied		
Total Year 1-3		
Ongoing Annual Total		

EXHIBIT B

NON-COLLUSION AFFIDAVIT

State of California)
)
County of _____)

I, _____ declare as follows:

That I am the _____ of

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proper Name of Proposer

Signature of Authorized Agent/Officer

Date

EXHIBIT C

HOLD HARMLESS AGREEMENT

The Firm agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, or any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Firm or any person, firm or corporation employed by the Firm upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, willful misconduct, or active negligence of the District, its officers, employees, agents or independent consultants who are directly employed by the District; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Firm, or any person, firm, or corporation employed by the Firm, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Firm, either directly or by independent contract.

The Firm, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

SUBMITTED BY:

Proper Name of Proposer

Signature of Authorized Agent/Officer

Print Name of Authorized Agent/Officer

Print Title of Authorized Agent/Officer

DATE: _____

EXHIBIT D

CERTIFICATION REGARDING WORKERS' COMPENSATION

State of California Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provision of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of work of this Contract.

Proper Name of Proposer

Signature of Authorized Agent/Officer

Date

In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

EXHIBIT E
NON-DISCLOSURE AGREEMENT

Firm: _____

RFQ #201-21 Digital Advertising: Strategy Design, Implementation and Management

a) Confidential Information. "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under applicable law; including Palomar College's non-public institutional information, student, and employee data; Palomar College's PeopleSoft screens, documentation, forms, technical specifications, access procedures, system security information, software, methods, reports and lists. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by a binding Agreement among the parties, (ii) will not disclose any of the other party's Confidential Information to any third party, except as required by law or to its attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and with due care. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information. Contractor further acknowledges that knowingly or negligently sharing Palomar College Confidential Information constitutes an act of bad faith and breach of this Agreement.

b) FERPA Compliance. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). Contractor shall not use or disclose confidential information received from or on behalf of Palomar College (or its students) except as permitted or required by a binding Agreement among the parties, as required by law, or as otherwise authorized in writing by Palomar College. Contractor agrees not to use Confidential Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of a binding Agreement among the parties through which Confidential Information was disclosed in the course of such Agreement, Contractor shall return all of Palomar College's Confidential Information to Palomar College or, if return is not feasible, destroy any and all of Palomar College's Confidential Information in Contractor's possession. If Contractor destroys the information, it shall provide Palomar College with a certificate confirming the date of destruction of the data. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of Palomar College or its students. These measures will be extended by contract to all subcontractors used by Contractor. Contractor shall, within one day of discovery, report to Palomar College any use or disclosure of Palomar College's Confidential Information not authorized by a binding Agreement among the parties or in writing by Palomar College. Following this report, Contractor will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contractor will furnish a confidential written report to Palomar College indicating the results of the investigation, what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Proper Name of Proposer

Signature of Authorized Agent/Officer

Date: _____

EXHIBIT F

INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS

Palomar has requirements mandating that independent contractors and providers of professional services have in place, and provide evidence thereof to Palomar, general liability insurance, workers compensation coverage, and professional liability insurance. The successful Architects under the instant RFQ shall provide to the Office of Counsel, Contracts & Special Projects of the District, certificates of insurance, naming the Palomar Community College District, and its officers, agents and employees as additional named insureds on policies that are current for the term of the agreement contemplated through this RFQ process.

Comprehensive General Liability

The Architect shall carry at its own expense, adequate comprehensive general liability insurance from a carrier admitted to write said insurance in the State of California, to protect the Architect, its principals, officers and employees, and the District, its directors, officers, agents and employees, from any and all claims, suits, actions of any nature for damage to property and for personal injury, including death, arising out of or in any way connected with the services provided under any agreement with Palomar. The coverage shall include, in addition, all automobiles operated by the Architect that are covered while going to and from the site of the performance of services to Palomar, and while operating motor vehicles on Palomar property. Limits of this insurance shall be a minimum of \$1,000,000 per occurrence, with aggregate of \$3,000,000 per policy year.

Workers Compensation Coverage

Architect, its principals and employees are independent contractors, and not employees of Palomar. As an independent contractor Architect shall carry workers compensation coverage with an approved provider in the State of California. The Architect shall defend and indemnify at its sole cost and expense, Palomar, its directors, officers, agents, and employees from and against all claims, demands, actions, and proceedings arising under the California Labor Code and/or regulations for workers compensation benefits, including disability claims for long term rating and compromise.

Professional Liability Insurance (Errors and Admissions)

Architect shall have in place, and keep in force during the term of any agreement entered into hereunder; including tail coverage sufficient to cover all applicable statutes of limitation for the services rendered hereunder, professional liability insurance in an amount of \$1,000,000 per occurrence and an aggregate of no less than \$3,000,000. Architect and each of them individually, shall provide the following information to Palomar prior to entering into any agreement arising out of this RFQ:

- A. A statement of disclosure of all complaints filed against the Architect, any of its principals and employees, or any of them, with California State licensing authorities for their particular specialty/profession, at any time during the last five years immediately preceding Architect's response to this RFQ, and a brief

discussion of the disposition thereof.

- B. A Dun & Bradstreet or similar report on the Architect for its business/profession, current as of the date of submittal of its response to this RFQ. (This information shall be sealed in the separate envelope and District shall keep it confidential).
- C. Reliable credit references, including one Banking reference for the Architect's business account activities for the past five years immediately preceding their submission of reply to this RFQ, including the execution of a written release in favor of District authorizing District, its authorized agents and employees to obtain Banking and credit status for the past five years immediately preceding their reply to this RFQ.
- D. Certification Regarding Debarment, Suspension or Ineligibility for Award. The following certification is applicable only to contracts for \$25,000 or more, which are funded by Federal funds. By signing this Agreement, Respondent certifies that:
 - (A) Respondent and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
 - (B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

EXHIBIT G

SAMPLE AGREEMENT

CONSULTING SERVICE AGREEMENT

This Master Agreement ("Agreement") dated for purposes of reference only as Date ("Effective Date") is entered into by and between the **Palomar Community College District** ("District"), and **Consultant name** ("Consultant"), which are collectively referred to as the "Parties. This Agreement is made and entered into with reference to the following recitals, each of which are incorporated into and made a part of this Agreement.

Whereas , the District currently engages in comprehensive marketing and communications strategies that include branded advertising, public relations and social media marketing and now find digital advertising is more heavily used;

Whereas, the District will be implementing digital advertising strategies to increase awareness of the wide range of academic and career training programs to reach specific audiences and to in the improvement of enrollments at the college;

Whereas, the District published a Request for Qualifications (RFQ) 201-21 seeking qualified firms to execute a digital marketing strategy that includes, but not limited to, expert consultation and feedback, advice on channel selection and blend, design for creative assets, monitoring key performance and report, implementation, and tracking digital ads, copywriting, landing pages and technical expertise;

Whereas, the Consultant responded on September 1, 2020 and was invited to interview with members of the District on _____ and understands the RFQ is incorporated in the terms of this Agreement;

Whereas, on October 13, 2020, the Governing Board of the District approved Consultant as one of the prequalified designated firms to provide any and all aspects of the services for assignments as stated in RFQ and enter into Agreement with Consultant;

Whereas, by this Agreement District is desirous of contracting with Consultant to coordinate with District's Information Services department for projects as assigned and shall be responsible to the District's Governing Board.

Based upon the foregoing recitals, which are incorporated as terms of this Agreement, District and Consultant

1. **TERM.** The consulting services called for under this Agreement shall be provided by Consultant commencing October 30, 2020 through October 29, 2023. Continuation of this Agreement will be based on availability of funds. It shall be expressly understood that these services are critical to the team function and the District may terminate this Agreement for cause and/or convenience in the event of unexcused delay in Consultant's performance hereunder and will cover with an alternate firm if necessary.

2. **CONSULTANT'S SERVICES.**

2.1. Consultant agrees to perform the professional services set forth in Exhibit "A",

attached hereto and incorporated herein by reference, to the satisfaction of District. District and Consultant agree the provisions of Exhibit "A" are intended only to define the scope of the services to be provided by Consultant. All projects assigned to Consultant shall be identified and made a part of this Agreement through a written proposal and approved by the DISTRICT. Proposal shall include the project name, location, scope of work, project number, and basis of compensation. Only costs and services delineated will be considered for payment and any other costs incurred by the consultant will not be honored.

2.2. Consultant shall perform all work to the generally accepted professional standards of Consultant's profession in the Southern California area. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

2.3. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) District has not consented in writing to Consultant's performance of such work.

2.4 Consultant represents that he/she is an Independent Contractor and has, or will secure at its own expense, all equipment, tools and personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and any/all personnel engaged in the work shall be the sole and exclusive responsibility of the Consultant as themselves as Independent Contractors qualified to perform such services and subject to such terms as outlined in this agreement.. The Consultant's project administrator shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without District's prior written consent and approval.

3. **COMPENSATION**

3.1. District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment based on agreed upon hours for completion of assignment at the Consultant's hourly rate as shown on Consultant's standard fee schedule.

3.2. After rendering of described and completed services described and outlined herein, Consultant shall submit to District an invoice, outlining and detailing the measured and described deliverable as agreed upon on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, District shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice. District shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

3.3. Subject to Section 2.1, payments for Changes shall be made to Consultant by District on a time-and-materials basis using Consultant's standard fee schedule.

4. **OWNERSHIP OF WRITTEN PRODUCTS.** All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by

District. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

5. RELATIONSHIP OF PARTIES. Consultant is, and shall at all times remain as to District, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District.

6. INDEMNIFICATION

6.1 The parties agree that District, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the negligent performance or breach of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the District with the fullest protection possible under the law. Consultant acknowledges that District would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect District as set forth herein.

6.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the negligent performance or breach of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice. The total aggregate liability of Consultant shall not exceed \$50,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

6.3 District shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due District from Consultant as a result of Consultant's failure to pay District promptly any indemnification arising under this Section and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

6.4 The obligations of Consultant under this Section 6 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers provided that this waiver shall not apply in cases where the District is grossly negligent or acts willfully.

6.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees

incurred by counsel of District's choice.

6.6. District does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7. INSURANCE.

7.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

7.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

7.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

7.1.3. Worker's Compensation insurance as required by the laws of the State of California.

7.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

7.2. Consultant shall require each of its subcontractors to maintain sufficient insurance coverage as approved by the District in its reasonable discretion and to name Consultant and District as additional insureds on their policies of CGL.

7.3. The policy or policies required by this Agreement shall be issued by an insurer authorized to do business in the State of California and with a rating of at least A:VIII in the latest edition of Best's Insurance Guide.

7.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

7.5 At all times during the term of this Agreement, Consultant shall maintain on file with District's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the District and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with District's Risk Manager such certificate(s).

7.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

7.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming District and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to District. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

7.8. The insurance provided by Consultant shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

7.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the District.

7.10. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

7.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 6 of this Agreement.

8. MUTUAL COOPERATION.

8.1 District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

8.2. In the event any claim or action is brought against District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that District may require.

9. RECORDS AND INSPECTION

9.1 Consultant shall maintain full and accurate records with respect to all matters covered under this Section Agreement for a period of three years after the expiration or termination of this Agreement. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

9.2. All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by District. District shall grant such consent if disclosure is legally required. Upon request, all District data shall be the property of the District and will returned to District upon the termination or expiration of this Agreement.

10. PERMITS AND APPROVALS. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, safety permits and inspections.

11. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District: Contract Services
Palomar Community College District
1140 W. Mission Road
San Marcos, CA 92069-2487
Telephone: (760) 744-1150, ext. 2129
Facsimile: (760) 761-3562

If to Consultant: _____

12. SURVIVING COVENANTS. The Parties agree that the covenants contained in Sections 6, 8.2, 9, and 13 of this Agreement shall survive the expiration or termination of this Agreement.

13. TERMINATION.

13.1. Either Consultant or District may terminate this Agreement upon five (5) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and such default is not caused by the party initiating the termination. Such termination shall be effective the fifth (5th) day following the date of the written termination notice. In addition to the District's right to terminate this Agreement for Consultant's default, the District may terminate this Agreement if: (i) Consultant becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the amount due Consultant shall be based upon Scope of Services and authorized Changes completed by Consultant as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the District as a result of Consultant's default.

13.2. The District may, at any time, upon thirty (30) days advance written notice to Consultant, terminate this Agreement for the District's convenience. If the District elects to terminate for convenience, within thirty (30) days following the effective date of such termination for convenience, the District will make payment to Consultant for the Basic Services and authorized Changes provided prior to the effective date of the termination for convenience.

13.3. The District may, in its discretion, suspend all or a part the Scope of Services for such duration as determined solely by the District. If the period of suspension directed by the District exceeds sixty (60) or more consecutive calendar days and such suspension is not caused in whole or in part by the neglect or fault of the Consultant or any District approved Sub-consultant or Consultant's breach of this Agreement, upon resumption of the Scope of Services, the Contract Price shall be subject to adjustment to reflect actual costs and expenses incurred by the Consultant as a direct and sole result of the suspension directed by the District.

13.4. In the event of a dispute between the Consultant and the District, Consultant agrees that it will not stop work under this Agreement pending the resolution of any such dispute

14. GENERAL PROVISIONS.

14.1. Neither party shall delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the other party's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant. Notwithstanding anything to the contrary in this section 14.1, District shall have the right to use the services of third party service providers as reasonably necessary in District's sole discretion to carry out its obligations under this Agreement. Such third parties service providers shall include, but not be limited to, project managers and construction management companies.

14.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

14.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

14.4. The waiver by District or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing.

14.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

14.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and reasonable attorneys' fees expended in such action. The venue for any litigation shall be San Diego County, California.

14.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the

application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

14.9 All documents referenced as exhibit(s) in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

14.10 Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended only if performance of the obligation is delayed or prevented by the conduct of the other Party, acts of God, labor disturbances or other events outside of the control of the Parties.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute the Agreement on the dates set forth below.

PALOMAR COMMUNITY COLLEGE DISTRICT

BY: _____
Yulian Ligioso, Acting Asst. Superintendent
Vice President, Finance & Administrative Services

Date: _____

CONSULTANT NAME

BY: _____
Name & Title of Authorized Signer

Date: _____

Attachments:

Exhibit A – PRICING

Exhibit B – NON COLLUSION

Exhibit C – HOLD HARMLESS

Exhibit D – WORKERS' COMPENSATION

Exhibit E – NON-DISCLOSURE AGREEMENT

Exhibit B – RFQ