



**PURCHASING &
MATERIAL MANAGEMENT**

MiraCosta Community College District

Purchasing Department

1 Barnard Drive | Oceanside, California 92056

**REQUEST FOR PROPOSALS
FOR
DIGITAL MARKETING
RFP 17-24**

**DEADLINE TIME/DATE FOR
SUBMISSION OF ELECTRONIC-BID PROPOSALS**

11:00 AM

Thursday, July 11, 2024

VIA BID PORTAL:

District's PlanetBids portal on the District's webpage:

<https://miracosta.edu/districtbids> OR

<https://pbsystem.planetbids.com/portal/47167/portal-home>



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I. NOTICE TO BIDDERS

Notice is hereby given that MiraCosta Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than the date and time referenced under Section II – Dates and Timeframes, **ELECTRONIC** bid proposals for the Contract for the work generally described as:

RFP 17-24, DIGITAL MARKETING

Bid and Contract Documents are available online on the District's PlanetBids portal on the District's webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Addenda.

Each submittal must conform and be responsive to this Notice. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness.

Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Vendor Portal where the RFP was downloaded. Responses from the District will be communicated via the PlanetBids Vendor Portal by the date listed in Section II-Date and Timeframes. Inquiries submitted after the latest date and time for submitting Pre-Bid Inquiries set forth in Section II-Dates and Timeframes will not be accepted, or the District will not respond to late Pre-Bid Inquiries.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez, M.Adm.
Director, Purchasing & Material Management
Purchasing Department

Publication Dates:
1st: June 7, 2024
2nd: June 14, 2024

II. DATES AND TIMEFRAMES

ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: June 7, 2024 2nd: June 14, 2024
DEADLINE FOR PRE-BID INQUIRIES	Submit via PlanetBids by: July 3, 2024 before 4:00 p.m.
DEADLINE FOR RESPONSE TO PRE-BID INQUIRIES	Uploaded to PlanetBids by: July 8, 2024
DEADLINE TIME/DATE FOR SUBMISSION FO BID PROPOSALS	July 11, 2024 by 11:00 a.m. MUST SUBMIT ELECTRONICALLY (SEE BELOW FOR FURTHER INFORMATION)
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District's PlanetBids Vendor Portal at: https://miracosta.edu/districtbids OR https://pbsystem.planetbids.com/portal/47167/portal-home
Interviews	July 29, 2024 between 1-4 p.m. July 30, 2024 between 9-12 p.m.
Anticipated Board Approval	September 12, 2024

III. BACKGROUND

The MiraCosta Community College District has served the coastal North San Diego County area for over 80 years. Over 70 disciplines provide students with opportunities to earn an associate degree, university transfer, and workforce readiness certificate programs. The college also provides a wide spectrum of educational needs in the region ranging from programs for adult education, community education, basic skills, and ESL to a California Community College pilot program offering the nation's first baccalaureate degree in biomanufacturing. As a Hispanic Serving Institution (HSI), veteran and military supportive institution, and Achieving the Dream Leader College, MiraCosta College fosters the academic and holistic success of its diverse learners within a caring and equitable environment to strengthen the educational, economic, cultural, and social well-being of the communities it serves. For more information, visit miracosta.edu.

IV. PURPOSE

MiraCosta College has a recurring and ongoing need for specialized placement of digital marketing services to support its marketing and communications efforts. Historically, the College has utilized various digital marketing campaigns to increase enrollment, promote events, and expand outreach. These efforts have included social media and multimedia campaigns, media buying, and strategic ad placements. MiraCosta College aims to enhance its digital presence by leveraging more advanced and targeted digital marketing strategies. The College seeks to retain a firm capable of managing digital ad placements, including Programmatic Display, Paid Search, and Paid Social campaigns, to optimize results and effectively reach prospective students. By focusing on digital marketing placements rather than creative services, the College intends to maintain a strong digital presence and increase enrollment while promoting programs and events and building a stronger brand identity in the digital landscape. The

selected Bidder shall enter into a three-year Agreement. Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties.

V. PREPARATION OF PROPOSAL

ELECTRONIC SUBMISSIONS: Proposals must be received by, but no later than the date and time referenced under Section II-Dates and Timeframes. The Bid and Contract Documents are available online on the District's PlanetBids portal on the District's webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be issued the District's PlanetBids portal. It shall be Bidder's sole responsibility to conduct periodic checks of the PlanetBids portal to identify and download any Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness. In the event this RFP is obtained through any means other than the District's PlanetBids portal, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document. Should there be any questions as to changes to the content of this document, the District's PlanetBids portal documents shall prevail.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Vendor Portal by the deadline referenced in Section II-Dates and Timeframes. Inquiries after the date and time stated above will not be accepted. Responses from the District will be communicated via the PlanetBids Vendor Portal system to all recipients of this RFP.

VI. EVALUATION OF PROPOSAL AND AWARD

The District will award the contract to a responsive and responsible vendor whose proposal is most advantageous to the District. In accordance with District AP6430, the contract will be awarded based upon a "best value" evaluation. Criteria used, but not limited to, the following:

- **Responsiveness (10%)** Responsiveness of the Bid clearly states the Bidder's practice areas, services, and in meeting the requirements of the RFQ.
- **Experience/Ability (50%)** The extent of the Bidder's previous experience, Relevance and quality of past work with digital marketing. Understanding and application of homepage best practices. Stakeholder engagement strategy.
- **References (20%)** Information obtained by the District from the Bidder's provided references and other clients.
- **Proposed Pricing and Project Timeline Adherence (20%)** The Bidder's proposed fees for services provided, including detailed fee schedules, along with a timeline.

Under the District's best value evaluation method, the Bidder with the lowest rates may not be awarded this contract. Responsive Bidders may be asked to attend an interview to help the district in its evaluation. The District reserves the right to evaluate the competency and responsibility of all proposing service companies and to evaluate the ability of any proposing company to perform all conditions of the contract to assure the award of this contract to a firm able to produce the quality of service required and intended by these specifications. The District reserves the right to negotiate with and/or request best and final offers from selected Bidders as the District may deem appropriate in its sole and absolute discretion.



Proposal Interviews. It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. (See Section II above for dates/times). The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the section committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in its key personnel present as the primary representatives during this process.

Cancellation of Solicitation. The District may cancel this solicitation at any time.

Modifications to Submitted Proposal. A Bidder may modify its proposal it has already submitted any time PRIOR to the time/date deadline for submission of proposals. Modifications to a proposal must be made thru the District's PlanetBids Vendor Portal referenced under the General Terms and Conditions of this document. Vendor must re-submit its proposal as directed on the PlanetBids Vendor Portal. All proposals must show the status of "Submitted".

Contract Award. The District will select a Bidder based on best value, meeting the selection criteria above, which demonstrates it to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period.

Notice of Intent to Award Contract. Within thirty (30) calendar days following the bid closure, the District intends to issue a Notice of Intent to Award Contract, identifying the name of the selected Bidder to whom the District intends to award the contract and the date of the District's Board of Trustees meeting at which the Board will entertain a motion for award of the contract. Such Notice will be emailed via the District's PlanetBids bid management portal to Bidders submitting a proposal. The District may, at its sole and exclusive discretion, elect to shorten or extend the time for its issuance of the Notice of Intent to Award Contract.

Execution of the Agreement. The awarded Bidder shall execute a written Agreement with the District within five (5) working days after the Board of Trustees have entered into a motion approving award of contract. Notice of Award will be communicated to the awarded Bidder via the District's PlanetBids portal. The Agreement shall be made in the form adopted by the District and incorporated in these RFP Documents. The awarded Bidder warrants that it possess, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the Scope of Work in compliance with all federal, state, county, city and District guidelines, including Board policies and regulations which are applicable.

Failure to Enter into Contract. If, upon Notice to Award by the District, the Bidder fails to enter into the Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, at the sole discretion of the District, award of the contract may be made to another Bidder.

VII. GENERAL TERMS AND CONDITIONS

Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP (Attachment 1) and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order (if applicable). All of the above documents are intended to be consistent and be complementary. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on the Agreement to Terms and Conditions document and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process. The winning Bidder's Proposal and all documents submitted will be incorporated into the District's Agreement.

Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations and District Rights: The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or submission of a Proposal.

Limitations and District Rights. The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or the submission of a Proposal. It is at the sole discretion of the District to reject all Proposals.

Negotiations. The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive Proposals. Such negotiations and discussions, if conducted by the District shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Respondents timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Respondents will be randomly selected by the District; and (iii) each Respondent must have present at the scheduled date/time of its negotiation/discussion with the District, its principals or others with full and complete authority to bind the Respondent.

Preparation Expenses: The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with



each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

Public Records: Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the RFP become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the RFP. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

Pre-Bid Inquiries: Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of Quotes as referenced in the Calendar of Events section above. Pre-bid inquiries or clarification requests shall be submitted electronically to the "Q&A" section of the District's eBid system where the Bid was downloaded. Responses and/or Addenda from the District will be posted on the District's PlanetBids vendor portal noted on the Call for Bids. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries after the date and time stated above will not be accepted.

END OF SECTION

VIII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

OBJECTIVES

Overarching Brand Awareness:

- Enhance MiraCosta College's brand recognition across digital platforms.
- Develop and execute targeted digital marketing strategies to increase brand visibility.

Enrollment Marketing:

- Boost student enrollment through effective digital campaigns.
- Optimize campaign strategies to attract and retain potential students.

SERVICES TO BE PROVIDED

Digital Marketing Campaigns:

- Utilize Programmatic Display, Paid Search (including keywords, display, retargeting, demographic, contextual, interest, and behavioral targeting), and Paid Social channels (e.g., Facebook, Instagram, LinkedIn, TikTok, YouTube).
- Geofencing and geotargeting efforts
- Mobile advertising
- Over-the-top advertising
- Google AdWords
- Display advertising
- Manage digital placements with third-party vendors (e.g., Meta, Google).
- Provide flexibility to modify messaging, programming, and media channels throughout the campaign to optimize results.

Strategy and Optimization:

- Recommend strategies related to first-party data and location targeting for optimal campaign performance.
- Increase website visitation with quality candidates and track user engagement through dashboards and reports.
- Use APIs and overlays on platforms like Google, YouTube, and Meta to optimize metrics and performance.
- Implement bid management software and optimization tools to ensure cost-effective campaign management.
- Build a better social media presence.
- Increase MiraCosta College's success with local SEO, including website and SEO competitor analyses, strategy development, strategic site and content optimizations, technical site enhancements, and exploring additional features like blog content, topical SEO, location-based SEO, and infographics.
- Flexible search ad management across Google, Microsoft, and all major search engines with smart budget optimization and exploring additional features like Local Services Ads, Shopping Ads, and mobile ad call extensions.
- Goal-based display ad management and targeting, site and search retargeting, geofencing, lookalike audiences, and exploring services for more effective display creative.
- Video advertising with targeted YouTube and other ads based on demographics and interests, comprehensive reporting, and exploring creative services to meet video needs.

Market Research and Competitive Analysis:

- Provide competitive advertising analysis.
- Offer budget recommendations based on current performance and future changes.

Campaign Setup and Monitoring:

- Properly set up campaigns to target relevant audiences.
- Continuously monitor tactics and audience performance.
- Report on campaign performance and provide ongoing recommendations for improvement.

Reporting and Communication:

- Participate in monthly calls for status updates, performance reports, and recommendations.
- Track metrics such as cost per lead, quality score, cost per click, click-through rate, and cost per impression.
- Provide a dashboard or media tracking platform for real-time campaign monitoring.
- Assist with closing the attribution loop via Google Analytics and Salesforce.

Monthly Reporting:

- Provide detailed reports on audience and tactic performance.
- Make ongoing recommendations based on performance data.

BUDGET

Annual Ad Spend: Between \$70,000.00 and \$95,000.00 (subject to change).

END OF SECTION

IX. BIDDER INSTRUCTIONS

- 1) Preparation and Submittal of Bid Proposal:** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District are non-responsive and will be rejected.
- 1.1. Electronic Bid Proposal Submittal.** All bids shall be submitted before date/time set forth in the Notice to Qualified Bidders via the District's PlanetBids vendor portal. Bid Proposals which are not submitted through the PlanetBids portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the PlanetBids portal; or (ii) untimely, incomplete or inaccurate data submitted through the PlanetBids portal. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771.
- 1.2. Electronic Submission Requirements.** Bidders must enter proposed pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of best value. Bidders must attach a pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771. If you continue to have difficulty, contact the District's Purchasing Department at by email at mihernandez@miracosta.edu. Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.
- 1.3. Bid and Contract Documents.** The Bid and Contract Documents are available only through the District's PlanetBids portal. The District's PlanetBids portal may be accessed through the District's Purchasing webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Vendors must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Project Addenda.
- 1.4. Date and Time of Bid Proposal Submittal.** The PlanetBids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's PlanetBids vendor portal.
- 2) Mandatory Documents for Submission:** The following must be submitted electronically with Bidder's Proposal:
- Company Information and Signatory Page
 - Rate/Fee Schedule (entered as line items within District's PlanetBids Vendor Portal)
 - Proposal
 - Non-Collusion Affidavit
 - References
 - Agreement to Terms and Conditions

All of the mandatory documents for submission listed above must be in the form and content included within this RFP's Documents.

- 3) Proposal:** Bidder shall provide a comprehensive proposal which addresses all items listed under the Scope of Work to include: Objectives, Services to be Provided, and annual Cost per year for up to five years, along with the question 1-8 listed in the Company Information and Signatory Page.
- 4) Rate/Fee Schedule(s):** Bidder must enter pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The pricing provided in the electronic bid form will be the only valid bid pricing. Bidder will include a fee Bid specifically reflecting the method of determining charges for work performed referenced in the scope of work. Bidder shall include other necessary costs and expenses. Bidder shall indicate how Bidder's fees are charged in its Proposal.
- 5) Non-Collusion Affidavit:** Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- 6) References Form:** A minimum of three (3) verifiable references shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder's related experience.
- 7) Agreement to Terms and Conditions:** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement (Attachment 1) for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
- 8) Optional Additional Materials:** Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

END OF SECTION



COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: _____

Business Address: _____

Name of Primary Point of Contact (POC) for RFP: _____

POC's Direct Telephone Number: _____ Fax: _____

POC's Email: _____ Website: _____

Type of Firm: ☐ Corporation ☐ LLC ☐ Proprietorship ☐ Partnership ☐ Joint Venture

☐ If other, please describe: _____

Business License Number (must be active and in good standing. If not, District will find Bidder non-responsive): _____

Number of years in business under firm name: _____

Number of years as a provider of this type services: _____

Number of years as a provider of services: _____

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:
_____	_____
_____	_____
_____	_____

Has the firm changed its name within the past 3 years? ☐ YES ☐ NO

If YES, provide former name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm?

☐ YES ☐ NO If YES, explain: _____

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

☐ YES ☐ NO If YES, explain: _____

State your firm's gross revenues for each of the last three years:

Current Year: _____

Last Year: _____

Year before last: _____



Has your firm ever reorganized under the protection of bankruptcy laws? ☐ YES ☐ NO

If YES, please enter date of reorganization: _____

Certifications:

☐ Small Business Enterprise (SBE) Certifying Agency: _____

Certification Number: _____

☐ Minority-Owned Business Enterprise (MBE) Certifying Agency: _____

Certification Number: _____

☐ Woman-Owned Business Enterprise (WBE) Certifying Agency: _____

Certification Number: _____

☐ Disabled Veteran Business Enterprise (DVBE) Certifying Agency: _____

Certification Number: _____

☐ Other Business Enterprise: _____

Certifying Agency: _____ Certification Number: _____

Proposal Submission:

In your proposal submission address all items listed under the Scope of Work to include: Objectives, Services to be Provided, and annual Cost per year for up to five years, along with the following:

1. Describe the proposed approach for developing and implementing a paid digital marketing plan, including strategies for Programmatic Display, Paid Search, Paid Social, geofencing, mobile advertising, over-the-top advertising, and display advertising.
2. Highlight the ability to modify messaging, programming, and media channels throughout the campaign to optimize results.
3. Targeting Specific Groups or Markets: Identify how specific groups or markets will be targeted for recruiting and marketing activities, including demographic, contextual, interest, and behavioral targeting.
4. Discuss strategies for building a better social media presence, including content creation, brand listening, social review monitoring, and management.
5. Goal Setting and Metrics: Work with MiraCosta College to determine specific goals and metrics for each annual spend to ensure funds are appropriately allocated for maximum reach and effectiveness. Include strategies for increasing website visitation with quality candidates, tracking user engagement, and optimizing campaign performance through advanced analytics and reporting tools.
6. Certifications: Provide information on Google Ads, Display, Video, Measure, and Analytics certifications, demonstrating expertise and capability in managing digital marketing campaigns.
7. Include the direct cost of digital placement, with a preference for vendors who can directly place ads with various digital media sites such as Google, Facebook, and other platforms.
8. Detail APIs and proprietary optimization tools to enhance campaign performance and cost efficiency.



Name and title of person responsible for submission of this proposal and the responses to this questionnaire:

Signature: _____ Date: _____

Print Name and Title: _____

Phone: _____ Email: _____



NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, 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 bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____
(Signature)

Name _____
(Type or print)

Title _____



REFERENCES

Bidder shall provide a minimum of three (3) references with three (3) or more years' experience with the Bidder.	
REFERENCE #1	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	
REFERENCE #2	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	
REFERENCE #3	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)



AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Bidder **accepts** the form of Agreement **without exception**.

OR

_____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____
(Signature)

Name _____
(Type or print)

Title _____



ATTACHMENT 1 - AGREEMENT

This Basic Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District") and **Legal Entity Name** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, on or about June 7, 2024, the District issued a Request for Proposals No. 17-24 ("RFP") requesting proposals from firms for digital marketing services ("Services").

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the Contractor submitted a response to the RFP, by this reference, the RFP response is incorporated herein as Attachment 1; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Services to be provided by Contractor. Contractor shall perform the services for the District as set forth in this Agreement and in the RFP, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services

2. Time is of the Essence. Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.

3. Term. This Agreement shall be effective on the Effective Date and shall continue for three (3) years, subject to the termination provision of this Agreement ("Term"). Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties. Completion of the Services, including all deliverables as described in the RFP and Attachment #1, must be made to the satisfaction of the District.

- 4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in the RFP and Exhibit A-Scope of Work.
- 5. Licenses and Permits.** Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.
- 6. Taxes.** Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.
- 7. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.
- 8. Travel Expenses.** All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursements rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.
- 9. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services.

Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

10. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's COVID-19 protocols while at any of the District's property locations: <http://miracosta.edu/contractor-covid-protocols>

11. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services.

12. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner

desired. Contactor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

13. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

14. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

15. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. Professional Liability Insurance (If applicable to type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. Cyber Liability (If applicable to type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to

the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- f. **Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

MiraCosta Community College District and its trustees, officers, agents,
employees, volunteers, and students ("Additional Insureds")
Attention: Justin Crast, Risk Manager
1 Barnard Drive
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

16. **Confidential Information.** Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute

supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

17. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

18. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

19. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

20. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

21. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar



right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

22. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

23. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

24. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Mina Hernandez
Director, Purchasing & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:

XXXX
XXXX
XXXX

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

25. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

27. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

28. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

29. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

30. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

31. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

32. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

33. Entire Agreement. This Agreement, Attachments, and RFP constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and



supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

34. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

35. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

36. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

CONTRACTOR

Legal Entity Name

Signature: _____

Name: Tim Flood

Title: Vice President, Administrative Services

Date: _____

Signature: _____

Name: Name of Legal Authorized Signer

Title: Title of Legal Authorized Signer

Date: _____



EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:

Legal Entity Name

Point of Contact's Full Name

Street

City, State and Zip

Direct Phone Number

Email Address

District Point of Contact:

Kristen Gonzales (Huyck)

Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056

760-795-6612

khuyck@miracosta.edu

Scope of Work - Description of Services and Deliverables:

- See RFP 17-24, Bid Documents and Attachment – Contractor's Proposal

Rate and Method of Payment:

Total Not to Exceed Cost for Agreement: \$Enter Total Not to Exceed Amount

Payment and Compensation Terms:

Invoices. Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.

Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.



ATTACHMENT 1 – CONTRACTOR’S PROPOSAL