

CollegeBuys Master Services Agreement



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

Agreement No. 00006781

This Master Agreement ("Agreement") is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and 25th Hour Communications, Inc., a California corporation ("Supplier").

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is January 3, 2023 through January 2, 2026

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals	Page 2
Exhibit B	Terms and Conditions	Page 3
Exhibit C	Special Terms and Conditions	Page 7
Exhibit D	Notices	Page 14
Exhibit E	General Provisions	Page 15
Exhibit F	Products and Services	Page 17
Exhibit G	Supplier Commitment & Program Promotion	Page 28
Exhibit H	Sample Form of Supplier Quarterly Reporting to Foundation	Page 30
Exhibit I	Cooperative Utilization	Page 31
Exhibit J	Contract Amendments/Modifications	Page 41
Exhibit K	Additional Terms and Conditions	Page 42

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUPPLIER

By: Tricia Lamantia

Print Name: Patricia Lamantia

Title: Chief Executive Officer

Date: Jan 4, 2023

SUPPLIER – second signature if applicable

By: Jennifer Aries

Print Name: Jennifer Aries

Title: President

Date: Jan 4, 2023

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: 
JORGE SALES (Jan 4, 2023 09:24 PST)

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Jan 4, 2023

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Jan 3, 2023

EXHIBIT A

(Master Services Agreement)

RECITALS

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all California public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement;
4. **WHEREAS**, Supplier provides K12 and higher education marketing, communications and advertising services as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Agreement available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B

(Master Services Agreement)

TERMS AND CONDITIONS

1. Master Agreement. The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. Term.
 - a. This Agreement shall begin on January 3, 2023 (“Effective Date”) and shall terminate on January 2, 2026, unless extended in accordance with term 5(b) below.
 - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for seven (7) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
7. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
8. Assignment. The Foundation's rights and obligations hereunder may be assigned at Foundation's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of the Foundation.
9. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

11. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 3% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever

comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

EXHIBIT C
(Master Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.

TECHNOLOGY INFRASTRUCTURE

1. **Definitions.**

“Licensee Data” is defined as business and other proprietary information of any type generated in connection with work related to the Participating Agency’s operations. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and Personal Information related to the Participating Agency’s employees or clients/customers/students.

“Personal Information” is defined broadly to include any and all information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

2. **Security.** Supplier shall provide Participating Agency, as “Licensee”, with general system security relating to “Licensee Data” including: (a) physical security of the hosting location, (b) limiting access to Licensee's stored information to individual Supplier employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.
3. **Data Security.** Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Licensee Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Licensee Data, and against unauthorized access to, use or disclosure of Licensee Data.
4. **Security Updates.**
 - a) Participating Agency will be notified of any changes to Supplier security policies applicable to Licensee Data with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
 - b) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier’s security compliance for the Licensee Data.
5. **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier’s business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier’s work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency’s computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, (“IT Assets”) are the Participating Agency’s property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency’s business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.

6. **Data Sharing.**

- a) All Licensee Data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency. Data shared with third party companies remains the sole property of Participating Agency.
- b) Licensee Data shared or collected must be stored in the United States of America.
- c) All Personal Information Data must be encrypted at all times, both at rest and in transit.
- d) Licensee Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based protocol. Under no circumstances will the parties share employee Personal Information via non-secure methods such as public email.
- e) Licensee Data will be shared at mutually agreed upon times between the parties.
- f) Employee data to be shared with and/or collected by Supplier will be limited to Employee SSN, EID (not Banner ID but the Alternate ID), Prefix, First, MI, Last, Suffix, DOB, Sex, Marital Status, Country, Pay Group, Department, Title, TTE, Hours Per Week, Hire Date, Address, City, State, Zip, Home Phone, Work Phone, Email, Personal Email, Payroll Frequency, Deduction Frequency, Gross Salary, Location Number, Location, Job Class, Pay Group, Department Number, Department, Title, FTE, Hours Per Week, Hire Date, Eligibility, Date, Status, Enrollment Status, Termination Date, Event Date, PIN, Require PIN Change, As of, Session UserID, Session City, Hourly Wage, PTO Balance, PTO Cost, Mailing Country, Mailing Address, Mailing City, Mailing State, Mailing Zip, Country of Citizenship, Event Code, Event Description, User ID, Birth Country.
- g) All data collected, stored, transmitted, and/or otherwise shared between the District and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.

7. **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency's users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier.

8. **Business and Other Proprietary Information.** Supplier agrees that Licensee Data is confidential. Licensee Data and “any associated Personal information” will not be accessed, used or disclosed for any reason other than to conduct the work pursuant to this agreement. Business and other proprietary information obtained or learned during the course of Supplier’s relationship with the Participating Agency will not be (i) disclosed to any unauthorized party, or (ii) used or disclosed after termination of the relationship. Supplier promises to return or destroy all business and other proprietary information to the Participating Agency within 14 days after termination of the relationship between the parties.
9. **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual Property arising out of or relating to the software and the service provided by it (the “Services”); none of the Foundation, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.

As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.

10. **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Licensee Data and its Institution Applications except for rights granted to Supplier and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Licensee Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency’s option.
11. **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all licensed software/technology and documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Licensee to facilitate the retrieval and download of all Licensee data collected by and stored by the Services. Upon Licensee's receipt of the data, Supplier will certify that all Licensee Data has been thoroughly and completely removed from the Supplier’s Services.
12. **Nondisclosure of Licensee Data.** Supplier shall hold all Licensee Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Licensee Data for any purpose other than to provide the Service or as may be authorized in writing by Participating Agency. Supplier shall not disclose Licensee Data to any other party except: (a) to Supplier employees, agents, subcontractors and service providers, to whom Licensee Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Supplier or Supplier

customers, including the enforcement of Supplier agreements or policies governing Institution's use of the Service; or (d) as authorized by Participating Agency in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to Licensee Data are aware of Supplier's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

13. **CCPA Obligations.**

- a. Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.
- b. Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform the Foundation or Participating Agency (as applicable) of the legal requirement and give the Foundation or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- c. Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- d. Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- e. If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.

ADA Section 508 Compliance Certification

1. **Equal Access.** Supplier ensures equal access to their software, products and services for all and particularly for individuals with disabilities, in a timely manner. An individual with a disability will be afforded the same opportunity to acquire and engage with the software, products, and services as a person without a disability in an equally effective and equality integrated manner, with substantially equivalent ease of use.

2. **ADA / Accessibility.** With respect to ADA compliance, the Supplier shall:
 - a. a) Conform to the [ICT Section 508 Standards](#) and the [Web Content Accessibility Guidelines \(WCAG\) 2.1](#).
 - b. Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
 - c. Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
 - d. Present a Voluntary Product Accessibility Template (VPAT) upon contract execution.

3. **Accessibility Clause.** Supplier warrants that their software, products and services adhere to ICT Section 508 Standards and the [Web Content Accessibility Guidelines \(WCAG\) 2.1](#). Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request. If portions of the software or user experience are discovered to be noncompliant at any point, the Foundation (on behalf of the Chancellor's Office or other colleges/agencies participating under this agreement) will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by the Foundation, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and the Foundation.

[SUPPLIER]

By: Tricia Lamantia Date: Jan 4, 2023

Print Name: Trish Lamantia Title: Chief Executive Officer

IRAN CONTRACTING ACT VERIFICATION
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Supplier Name/Financial Institution 25 th Hour Communications, Inc.	Federal ID Number (or n/a) 47-5038877
By (Authorized Signature) <i>Tricia Lamantia</i>	Date Executed: Jan 4, 2023
Printed Name and Title of Person Signing: <i>Trish Lamantia, CEO</i>	

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Supplier Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature):	Date Executed:
Printed Name and Title of Person Signing	

EXHIBIT D

(Master Services Agreement)

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION:

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbreporting@foundationccc.org

SUPPLIER:

25th Hour Communications, Inc.
Trish Lamantia
1856 Southfork Pl
Paso Robles, CA 93446
Phone: (805) 221-5988
Fax: (805) 296-3654
trish@25comm.com

EXHIBIT E

(Master Services Agreement)

GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

8. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
9. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

EXHIBIT F

(Master Services Agreement)

PRODUCTS AND SERVICES

Research Services

- Focus Groups
- In-depth Primary Interviews
- Market & Environmental Scans & Surveys
- Student Media Consumption Survey
- Consumer Behavior Study
- Brand Identity & Awareness Study
- Labor Market Data, Census Data, Enrollment Data, College Plans and Database Research

Student Journey

- Experiential Admissions Review
- Enrollment Process Review
- Current Student Review

Strategic Marketing Plan

Creative Services

- Video Production
- Photography
- Graphic Design

Full Spectrum Advertising

- Traditional Media Buying
- Digital Media Buying

GA4 Updates

Media Monitoring

Enrollment Management Plan

Branding

Public Relations Plan

Eklips Videos

Marketing & Public Relations Support Services

Web Services

Enrollment Management

Social Media Management

Lead Management Center

SMART Mailer

Conference Management

Lowest Price Commitment Certification

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 section 59131(b), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

25th Hour Communications, Inc.

By: Tricia Lamantia Date: Jan 4, 2023

Print Name: Trish Lamantia Title: Chief Executive Officer

Service	Description	Fee	CollegeBuys Discount Fee
Research Services	Focus Groups	\$4,500/ group	\$3,000/ group
	In-depth Primary Interviews	\$400/ Interview	\$250/ Interview
	Market & Environmental Scans & Surveys	\$25,000	\$19,000
	Student Media Consumption Survey	\$3,500	\$2,000
	Consumer Behavior Study	\$4,000	\$2,500
	Brand Identity & Awareness Study	\$30,000	\$22,500
	Labor Market Data, Census Data, Enrollment Data, College Plans, and Database Research	\$17,000	\$13,000

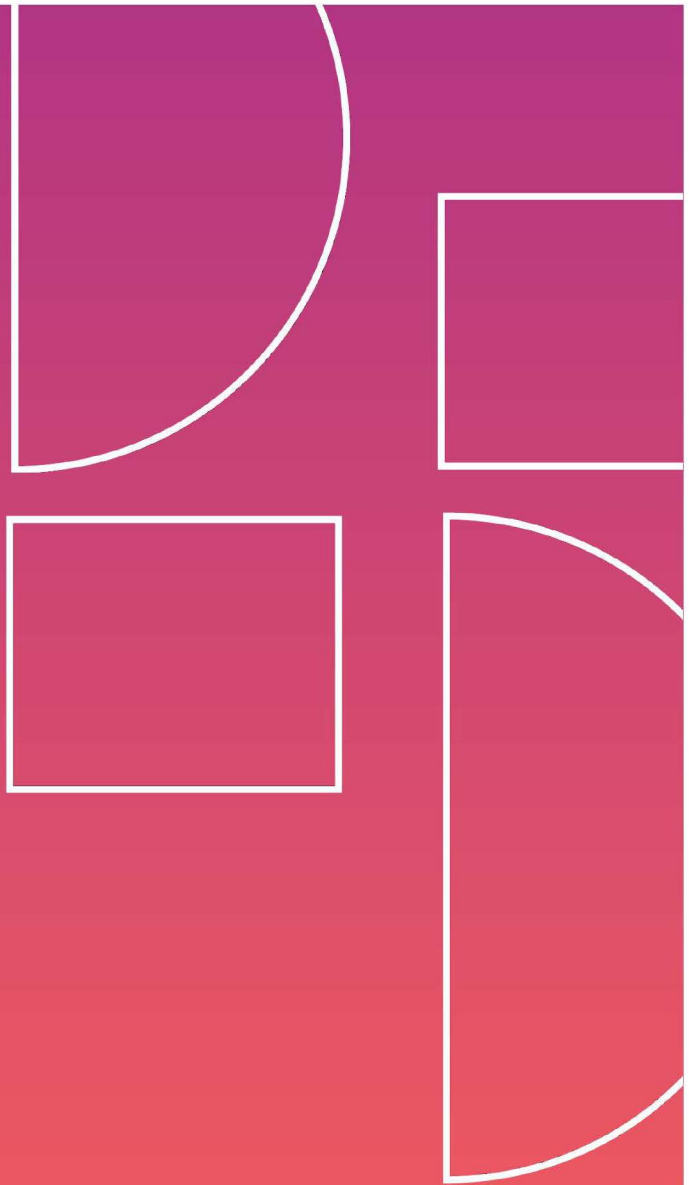
Student Journey Audit		Fee	CollegeBuys Discount Fee
Experiential Admissions Review	Apply to the college and access the process, web, social media, and communications from a prospective student.	\$13,500	\$9,995
Enrollment Process Review	Enroll in the college, and assess process, web, social media, and communications from an accepted student prospective.	\$18,000	\$14,000
Current Student Review	Assess student retention based on process, web, social media, and communications from a current student prospective.	\$18,000	\$14,000

Service	Description			Fee	CollegeBuys Discount Fee
Strategic Marketing Plan	<ul style="list-style-type: none"> Research & Analysis Student Consumer Behavior and Media Study Marketing Plan Development 			\$25,000	\$17,500
Creative Services	Video Production <ul style="list-style-type: none"> Full Day with 2-day minimum 2-3 person crew Editing \$150/ hour 			\$4,000/ Day	\$3,000/ Day
	Photography <ul style="list-style-type: none"> Full day required Includes edited images 			\$2,400/ Day	\$2,000/ Day
	Graphic Design			\$125/ hour	\$95/ hour
Full Spectrum Advertising	<ul style="list-style-type: none"> Traditional Digital Annual real-time dashboard access Fiscal Services: One Campaign, One Invoice 			15% of Media Spend	10% of Media Spend
GA4 Updates	Google Analytics 4 Updates			\$4,500 - \$12,000	\$3,500 - \$9,995
	Basic: \$3,500	Intermediate: \$4,500	Full: \$9,995		
Media Monitoring	<ul style="list-style-type: none"> Monitoring the following media platforms: TV, Radio, Online News, Print, and Social Media Measurement of Earned Media Weekly Reports Instant negative alerts to alert to any type of issue 			\$8,995/ year	\$5,500/ year
Enrollment Management Plan	<ul style="list-style-type: none"> Primary & Secondary Research Curriculum Assessment Student Journey Enrollment Management Plan Development 			\$65,000	\$50,000
Branding	<ul style="list-style-type: none"> Review & Research Branding Graphic Design Branding Messaging Development (if needed) 			\$50,000	\$40,000
Public Relations Plan	<ul style="list-style-type: none"> Research & Analysis Public Relations Plan Development 			\$16,000	\$12,000
Eklips Videos	<ul style="list-style-type: none"> Customizable campaign video and assets 			\$500	\$250

Service	Description			Fee	CollegeBuys Discount Fee
Marketing & Public Relations Support Services	<ul style="list-style-type: none"> Retainer based marketing and/or public relations support services within the monthly allocated hours. 			\$175/ hour	\$125 - 135/ hour
	40 Hours/ Month \$5,400	50 Hours/ Month \$6,500	65 Hours/ Month \$8,125		
Web Services	<ul style="list-style-type: none"> Retainer based web support of server updates, accessibility, and general maintenance Option 2 includes web content updates Option 3 includes all webmaster services for the college, including emergency maintenance 			\$250/ hour	\$150 - \$165/ hour
	10 Hours/ Month \$1,800	25 Hours/ Month \$4,125	40 Hours/ Month \$6,000		
Enrollment Management	<ul style="list-style-type: none"> Retainer based enrollment management support services within the monthly allocated hours. 			\$200/ hour	\$135 - \$165/ hour
	40 Hours/ Month \$6,600	50 Hours/ Month \$7,500	65 Hours/ Month \$8,775		
Social Media Management	<ul style="list-style-type: none"> Retainer based social media management support services within the monthly allocated hours 			\$150 /hour	\$115 -\$ 125/ hour
	25 Hours/ Month \$3,125	35 Hours/ Month \$4,200	45 Hours/ Month \$5,175		

LMC Service	Description	Fee	CollegeBuys Discount Fee
Lead Management Center	Subscription Service <ul style="list-style-type: none"> Annual Subscription Fee Product: Tracking Tool, Trackable Phone Number, FAQs, Communication Tree, and Script for college training: Informational Training 	\$14,995/ Year	\$12,995
Lead Management Center with support	Subscription Service <ul style="list-style-type: none"> Annual Subscription Fee Product: Tracking Tool, Trackable Phone Number, FAQs, Communication Tree, and Script for college Training: Informational Training Support: Regular monitoring, quality assurance audits, reporting to college, and counsel on findings 	\$24,995/ Year	\$19,995
Staffing of Call Center (Add-On)	Staffing of Call Center (Optional) <ul style="list-style-type: none"> 25th Hour will staff lead management center to answer incoming calls per the phone tree and address questions as required 25th Hour LMC staff will respond to campaign-specific incoming emails to address questions as required Call center will be staffed 8am to 5pm PST, Monday through Friday All calls to be logged within the call center tool Requires a 6-month commitment minimum with options to renew staffing in 6-month increments 	\$9,000/ Month	\$7,000/ Month

Service	Description	Fee	CollegeBuys Discount Fee
SMART Mailer	Automated intentional mailer to web visitors <ul style="list-style-type: none"> Includes technology and 2000 mailers 	\$5,500/ campaign	\$4,500/ campaign
Conference Management	Virtual and In-Person Conference planning and management services	\$150/ hour	\$120/ hour



Service Agreement Template

Date

Twenty Fifth Hour
Communications

Scope of Work

25th Hour Communications, Inc. will provide the services described below at the CollegeBuys discounted rates.

Scope of work directly from College Buys proposal would be inserted here with any modifications required based on needs of the institution. Please note there are a wide variety of services, therefore we only drop in those selected from client.

Fees for Provided Services

Below is a table that lays out the pricing per the defined scope of work on the previous page. All rates in this agreement are guaranteed at the discounted CollegeBuys rate.

Terms & Conditions

Services to begin upon contract signing and continue through *Enter Completion Date*. 25th Hour Communications will invoice *Enter Client Name* based on the following schedule, plus any approved advertising and expenses.

Enter Agreed Billing Schedule

Expense

Printing, postage, third party email subscription service, videography, photography or any direct costs other than those specified in the proposal are not included. All advertising costs/media buys must be paid in full to 25th Hour Communications.

Travel

Travel and Expenses are not included and will be billed at our actual expense if incurred. All travel requires pre approval by *Enter Client Name*.

Indemnification

Indemnification. All parties to this agreement shall agree, ***to the extent permissible by law and without waiving sovereign immunity***, to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

Termination

Either Party may terminate this Agreement, with or without cause upon sixty (60) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

Trish Lamantia Date
25th Hour Communications, Inc.

Enter Client Name Date
Enter College Name

EXHIBIT F-1

(Master Services Agreement)

PRICE MODIFICATION REQUEST PROTOCOL

Detailed below is the Formal Price Modification Protocol that has been established by the Foundation. Price modifications are to be submitted to the Foundation in advance and comply with the parameters outlined below. All price modifications are subject to the Lowest Price Certification in Exhibit F.

1. Limitations: Supplier is limited to one (1) Formal Price Modification Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract.
2. ALL future Formal Price Modification Requests (Request) are managed as follows:

- Supplier shall submit a written Request for Price Modification to Foundation on company letterhead that includes sufficient details to allow the Foundation to evaluate the Request effectively and efficiently. At a minimum, the Request should include details on specific product and/or service, packaging (if applicable) or other related materials costs that have changed, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.
- The Foundation will review the Request in a timely manner and make every effort to get back to the Supplier with any questions or additional information required to evaluate the Request within ten (10) business days.

Please note that some factors the Foundation may consider in this determination may include market conditions, frequency of Request from the Supplier, appropriateness of Request relative to other Suppliers in the industry, and general market conditions for our constituents.

- If the Foundation does not feel that the Request is justified, Foundation reserves the right to either deny the modification or negotiate better terms for Participating Agencies.
- If the price modification as presented is accepted, the Foundation will issue a letter of acceptance to Supplier stating the earliest date the price modification can go into effect, typically a minimum of sixty (60) days from date of acceptance. The Foundation may extend this implementation period if warranted by market conditions.
 - i. Supplier should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
 - ii. Supplier is responsible for communicating the price modification acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.
- Understanding project lead times and the importance of Participating Agencies' ability to stay on budget, Supplier is expected to work with any Participating Agency that has received a quote that could be impacted by the price modification. At minimum, Supplier will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price modification.

The Foundation reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Modification Protocol.

EXHIBIT G

(Master Services Agreement)

SUPPLIER COMMITMENT & PROGRAM PROMOTION

Supplier Commitment

The Foundation for California Community Colleges (“Foundation”) asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Supplier’s Foundation contract.

Sales Commitment - A commitment that the Supplier will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- ❑ An email address for general inquiries
- ❑ Provide the following for Foundation website use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier’s website
 - Overall information about Supplier
 - Other promotional material as desired

Supplier Program Promotion

The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier’s business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier’s staff to requests for contact from public school districts. Additionally, Foundation suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier’s Foundation program and linked to the CollegeBuys website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- ☐ No cost to participate
- ☐ Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- ☐ Key features of Foundation contract
- ☐ Understanding of the process of development of the Agreement
- ☐ Working knowledge of Foundation Organization and Solicitation Process
- ☐ Awareness of the range of Participating Agencies that can access Foundation

EXHIBIT H
(Master Services Agreement)

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
TOTAL	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT I

(Master Services Agreement)

COOPERATIVE UTILIZATION

This Master Agreement is available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.

List of California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208

District	College	College Address	City	Zip
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348

District	College	College Address	City	Zip
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111

District	College	College Address	City	Zip
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201

District	College	College Address	City	Zip
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901

List of California State Universities

Institution	Address	City	Zip
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192
California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382

List of AICCU Member Institutions

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733

Institution	Address	City	Zip
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060

Institution	Address	City	Zip
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcala Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

EXHIBIT J
(Master Services Agreement)

CONTRACT AMENDMENTS/MODIFICATIONS

EXHIBIT K

(Master Services Agreement)

Additional Terms and Conditions

The following Additional Terms and Conditions shall modify, delete, and/or add to the Terms and Conditions (“Exhibit B”), Special Terms and Conditions (“Exhibit C”), and General Provisions (“Exhibit E”) of the Agreement this is Appended to. Where any article, paragraph, or subparagraph in Exhibit B, Exhibit C, and Exhibit E of this Agreement is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the Additional Terms and Conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the Exhibit B, Exhibit C, or Exhibit E of the Agreement is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

If Participating Agency has entered into a sub-award/contract/grant with either the U.S. Government, or another entity who has itself entered into a contract or received a grant with the U.S. Government. That sub-award/contract/grant requires that certain federal grant provisions be made a part of any subsequent Agreement issued by Participating Agency related to furthering the performance or deliverables required under that sub-award/contract/grant.

Performance by FoundationCCC/Participating Agency’s Supplier under the Agreement constitutes certification that the recipient is presently in compliance with and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.

FoundationCCC will not negotiate these provisions. If a clause is not applicable or is not required by the prime contract to be flowed down to a particular sub-award/service, it will not be applied.

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses as applicable. Supplier shall promptly notify FoundationCCC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which FoundationCCC will rely.

1. For commercial transactions involving a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d. FAR 52.219-8, Utilization of Small Business Concerns;
 - e. FAR 52.222-17, Non-displacement of Qualified Workers;
 - f. FAR 52.222-21, Prohibition of Segregated Facilities;
 - g. FAR 52.222-26, Equal Opportunity;
 - h. FAR 52.222-35, Equal Opportunity for Veterans;
 - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j. FAR 52.222-37, Employment Reports on Veterans;

- k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l. FAR 52.222-41, Service Contract Labor Standards;
 - m. FAR 52.222-50, Combating Trafficking in Persons;
 - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 - p. FAR 52.222-54, Employment Eligibility Verification;
 - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s. FAR 52.224-3, Privacy Training;
 - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u. FAR 52.233-1, Disputes; and
 - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
2. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b. **Clean Air Act.** Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c. **Byrd Anti-Lobbying. (Agreements ≥ \$150,000).** Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Supplier makes the following warranties and acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and Foundation will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.

- a. **Debarment, Suspension, U.S. Government Restricted Party Lists. (Agreements ≥ \$35,000).** Supplier warrants that Supplier, it's principals (defined at 2 C.F.R. § 180.995), and affiliates (defined at 2 C.F.R. § 180.905) are not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities. The Supplier must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the FoundationCCC and any Participating Agencies. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the FoundationCCC or the Participating Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - b. **Prohibition on certain Surveillance/Telecommunications.** Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for FoundationCCC/Participating Agency, or provide to FoundationCCC/Participating Agency to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.
4. **Remedies for Supplier's Breach (all Agreements in excess of \$250,000).**
 - a. In the event any deliverables furnished or services provided by Supplier in the performance of this Agreement should fail to conform to the requirements herein, or to the sample submitted by Supplier, FoundationCCC/Participating Agency may reject the same, and it shall thereupon become Supplier's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to FoundationCCC/Participating Agency, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Supplier fail, neglect, or refuse to do so, FoundationCCC/Participating Agency shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Supplier.
 - b. In the event Supplier fails to make prompt delivery of any item or service as specified in the Agreement, the same conditions as to the FoundationCCC/Participating Agency's right, but not obligation, to purchase in the open market and receive reimbursement from Supplier, as set forth in (a.) above shall apply.
 - c. If FoundationCCC/Participating Agency terminates the Agreement, either in whole or in part, for Supplier's default or breach, Supplier shall compensate the FoundationCCC/Participating Agency, in addition to any other remedy the FoundationCCC/Participating Agency may have available to it, for any loss or damage sustained and cost incurred by the FoundationCCC/Participating Agency in procuring any items or services that Supplier agreed to supply.
 - d. The FoundationCCC/Participating Agency's rights and remedies provided in this Section A (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or Agreement.
5. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Contractor in any resulting invention in accordance with 37 CFR

part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Federal Funding Accountability and Transparency Act ("FFATA"). (Agreements ≥ \$30,000).** Suppliers must be registered in the System for Award Management (SAM) to be issued a P.O. or agreement when Federal Funding Accountability and Transparency Act (FFATA) applies.
7. **Equal Employment Opportunity Affirmative Action.** During the performance of this Agreement, Supplier agrees as follows:
 - a. The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Page 3 of 8 Updated March 22, 2022 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Supplier's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Supplier will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, and through amendment in Executive Order 11375 so that such provisions will be binding upon each subcontractor or vendor. The Supplier will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.
8. **Davis-Bacon Act (40 U.S.C. 276a to a-7) as amended. (Construction Contracts > \$2,000).** If Agreement is a Construction Contract greater than \$2,000, Supplier will comply with the Davis-Bacon Act.
 9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). (Construction Contracts > \$2,000, or Contracts > \$2,500 that involve mechanics or laborers).** If Agreement is a Construction Contract greater than \$2,000, or a Contract greater than \$2,500 that involves mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act.
 10. **Copeland "Anti-Kickback" Act (40 U.S.C 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3).** The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Participating Agency and Foundation must report all suspected or reported violations to the Federal awarding agency.
 11. **Supplier Small Business Subcontracting Clause ("SBSP"). (Contract ≥ \$750,000).** If Supplier is a large business, a SBSP is required. If Supplier is a small business, SBSP is not required, but small business certification is required. (this clause is applicable to contracts in excess of \$650,000, except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations) The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer

further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

12. **Truth in Negotiations Act (10 U.S.C. 2306(a) and 41 U.S.C. chapter 35). (Contracts ≥ \$2,000,000).** The Truth in Negotiations Act (“TINA”) requires offerors to submit certified cost or pricing data if a procurement exceeds the TINA threshold and none of the exceptions to certified cost or pricing data requirements applies.



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

AMENDED MASTER SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

25TH HOUR COMMUNICATIONS, INC.

#0000-6781

Effective January 3, 2023, the Foundation for California Community Colleges (“Foundation”), a 501(c)(3) nonprofit organization, and 25th Hour Communications, Inc. entered into a Master Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Agencies.

WHEREAS, the parties now wish to amend the terms of the Agreement as indicated below.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement as follows:

1. **Amendment to Exhibit F, Products and Services.** Exhibit F, Products and Services is hereby amended to add the following:

Add-Ons

- Create and Optimize Microsites/Landing Pages with G4 analytics
- Campaign-Based Lead Management Center (staffed by 25th Hour OR the College)
- SMART MAILER: Action-based direct mail linked to users visiting your landing page

2. **Amendment to Exhibit F, Products and Services.** The pricing tables in Exhibit F, Products and Services on pages 19 through 22, are hereby deleted in their entirety and replaced with the following:

Research Services

Service	Description	Fee	CollegeBuys Discount Fee
Research Services	Focus Groups	\$4,500/ group	\$3,000/ group
	In-depth Primary Interviews	\$400/ Interview	\$250/ Interview
	Market & Environmental Scans & Surveys	\$25,000	\$19,000
	Student Media Consumption Survey	\$3,500	\$2,000
	Consumer Behavior Study	\$4,000	\$2,500
	Brand Identity & Awareness Study	\$30,000	\$22,500
	Labor Market Data, Census Data, Enrollment Data, College Plans, and Database Research	\$17,000	\$13,000

Student Journey

Student Journey Audit		Fee	CollegeBuys Discount Fee
Experiential Admissions Review	Apply to the college and access the process, web, social media, and communications from a prospective student.	\$13,500	\$9,995
Enrollment Process Review	Enroll in the college, and assess process, web, social media, and communications from an accepted student prospective.	\$18,000	\$14,000
Current Student Review	Assess student retention based on process, web, social media, and communications from a current student prospective.	\$18,000	\$14,000

Project Based Services

25th Hour Communications Revenue Assessment

Service	Description	Fee	CollegeBuys Discount Fee
Strategic Marketing Plan	<ul style="list-style-type: none"> Research & Analysis Student Consumer Behavior and Media Study Marketing Plan Development 	\$25,000	\$17,500
Creative Services	Video Production <ul style="list-style-type: none"> Full Day with 2-day minimum 2-3 person crew Editing \$150/ hour 	\$4,000/ Day	\$3,000/ Day
	Photography <ul style="list-style-type: none"> Full day required Includes edited images 	\$2,400/ Day	\$2,000/ Day
	Graphic Design	\$125/ hour	\$95/ hour
Full Spectrum Advertising	<ul style="list-style-type: none"> Traditional Digital Annual real-time dashboard access Fiscal Services: One Campaign, One Invoice Fee will be deducted from campaign total 	15% of Media Spend	10% of Media Spend
	One Page Microsite	\$3,500	\$2,500
	Landing page	\$1,500	\$950
	Campaign Based Call Center (3 Months)	\$29,000	\$22,500
GA4 Updates	Google Analytics 4 Updates		\$4,500 - \$12,000 \$3,500 - \$9,995
	Basic: \$3,500	Intermediate: \$4,500 Full: \$9,995	
Media Monitoring	<ul style="list-style-type: none"> Monitoring the following media platforms: TV, Radio, Online News, Print, and Social Media Measurement of Earned Media Weekly Reports Instant negative alerts to alert to any type of issue 	\$8,995/ year	\$5,500/ year
Enrollment Management Plan	<ul style="list-style-type: none"> Primary & Secondary Research Curriculum Assessment Student Journey Enrollment Management Plan Development 	\$65,000	\$50,000

Project Based Services Cont.

Service	Description	Fee	CollegeBuys Discount Fee
Branding	<ul style="list-style-type: none"> Review & Research Branding Graphic Design Branding Messaging Development (if needed) 	\$50,000	\$40,000
Website Design/ Redesign	Website Redesign <ul style="list-style-type: none"> Research Information Architecture 	\$200/ Hour	\$150/ Hour
	Website Design/ Redesign <ul style="list-style-type: none"> Working in WordPress or OU CMS Website Migration to Staging Servicer Wireframes Creative Concept Development (6-8 Templates) Creative Concept and Design Refinement Design Implementation Post Design Implementation Site Optimization Go Live Support 	\$75,000	\$60,000
	Additional Website Development <ul style="list-style-type: none"> Templates and other custom development 	\$250/ Hour	\$195/ Hour
	Content Writing	\$175/ Hour	\$150/ Hour
	Manual Content Migration	\$125/ Hour	\$95/ Hour
Public Relations Plan	<ul style="list-style-type: none"> Research & Analysis Public Relations Plan Development 	\$16,000	\$12,000
Eklips Videos	<ul style="list-style-type: none"> Customizable campaign video and assets 	\$500	\$250

Retainer Services

Service	Description			Fee	CollegeBuys Discount Fee
Branding	<ul style="list-style-type: none"> Review & Research Branding Graphic Design Branding Messaging Development (if needed) 			\$50,000	\$40,000
Public Relations Plan	<ul style="list-style-type: none"> Research & Analysis Public Relations Plan Development 			\$16,000	\$12,000
Eklips Videos	<ul style="list-style-type: none"> Customizable campaign video and assets 			\$500	\$250
Marketing & Public Relations Support Services	<ul style="list-style-type: none"> Retainer based marketing and/or public relations support services within the monthly allocated hours. 			\$175/ hour	\$125 - 135/ hour
	40 Hours/ Month \$5,400	50 Hours/ Month \$6,500	65 Hours/ Month \$8,125		
Web Services	<ul style="list-style-type: none"> Retainer based web support of server updates, accessibility, and general maintenance Option 2 includes web content updates Option 3 includes all webmaster services for the college, including emergency maintenance 			\$250/ hour	\$150 - \$165/ hour
	10 Hours/ Month \$1,800	25 Hours/ Month \$4,125	40 Hours/ Month \$6,000		
Enrollment Management	<ul style="list-style-type: none"> Retainer based enrollment management support services within the monthly allocated hours.e 			\$200/ hour	\$135 - \$165/ hour
	40 Hours/ Month \$6,600	50 Hours/ Month \$7,500	65 Hours/ Month \$8,775		
Social Media Management	<ul style="list-style-type: none"> Retainer based social media management support services within the monthly allocated hours.e 			\$150 /hour	\$115 - \$ 125/ hour
	25 Hours/ Month \$3,125	35 Hours/ Month \$4,200	45 Hours/ Month \$5,175		

Lead Management Center

Service	Description	Fee	CollegeBuys Discount Fee
Lead Management Center	Subscription Service <ul style="list-style-type: none"> • Annual Subscription Fee • Product: Tracking Tool, Trackable Phone Number, FAQs, Communication Tree, and Script for college training: Informational Training 	\$14,995/ Year	\$12,995
Lead Management Center with support	Subscription Service <ul style="list-style-type: none"> • Annual Subscription Fee • Product: Tracking Tool, Trackable Phone Number, FAQs, Communication Tree, and Script for college • Training: Informational Training • Support: Regular monitoring, quality assurance audits, reporting to college, and counsel on findings 	\$24,995/ Year	\$19,995
Staffing of Call Center (Add-On)	Staffing of Call Center (Optional) <ul style="list-style-type: none"> • 25th Hour will staff lead management center to answer incoming calls per the phone tree and address questions as required • 25th Hour LMC staff will respond to campaign-specific incoming emails to address questions as required • Call center will be staffed 8am to 5pm PST, Monday through Friday • All calls to be logged within the call center tool • Requires a 6-month commitment minimum with options to renew staffing in 6-month increments 	\$9,000/ Month	\$7,000/ Month

Other Speciality Services

Service	Description	Fee	CollegeBuys Discount Fee
SMART Mailer	Automated intentional mailer to web visitors <ul style="list-style-type: none"> • Includes technology and 2000 mailers 	\$5,500/ campaign	\$4,500/ campaign
Conference Management	Virtual and In-Person Conference planning and management services	\$150/ hour	\$120/ hour

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

25TH HOUR COMMUNICATIONS, INC.

By: Tricia Lamantia
Tricia Lamantia (Sep 5, 2023 16:49 PDT)

Print Name: Trish Lamantia

Title: Chief Executive Officer

Date: Sep 5, 2023

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 
JORGE SALES (Sep 5, 2023 18:37 EDT)

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Sep 5, 2023

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Sep 6, 2023



AMENDED MASTER SERVICES AGREEMENT
between
THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
and
25TH HOUR COMMUNICATIONS, INC.

Agreement No. 00006781
Amendment #02

Effective January 3, 2023, the Foundation for California Community Colleges (“FoundationCCC”), a 501(c)(3) nonprofit organization, and 25th Hour Communications, Inc. (“Supplier”), entered into a Master Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Agencies.

WHEREAS, the parties now wish to modify the terms of the Agreement as indicated below.

NOW, THEREFORE, the parties, by mutual consent, hereby amend the Agreement as follows:

1. **Amendment to Exhibit F (Products and Services).** Exhibit F is hereby amended to delete the existing 25th Hour Communications Pricing Tables, as amended, in their entirety, and to replace them with the updated pricing information attached hereto, and incorporated herein, which shall be considered part of the Agreement. This addition is made in compliance with Cal. Pub. Cont. Code § 20661(a)(2) and Cal. Code Regs., Title 5, § 59131(b). Supplier certifies that these added products and services comply with the “Lowest Price Commitment Certification” included in Exhibit F of the Agreement.

The pricing in this Amendment shall be effective sixty (60) days from the date of execution by the Parties. Supplier will be asked to honor any quotation made with the old Agreement pricing for ninety (90) days from the date of execution by the Parties. Supplier shall communicate the new pricing information to all Participating Agencies within thirty (30) days from the date of execution by the parties.

2. **Amendment to Exhibit F (Products and Services).** Exhibit F is hereby amended to add the following “Terms and Conditions,” which are attached hereto, and incorporated herein, and shall be considered part of the Agreement, hereinafter referred to as “Participating Agency Agreement. For the avoidance of doubt, each Participating Agency is to make use of the Participating Agency Agreement to procure goods and services under this Agreement, as if each Participating Agency has negotiated this Agreement, however, Participating Agencies are not precluded from negotiating additional or separate terms and conditions.

Terms & Conditions

Services to begin upon contract signing and continue through *Enter Completion Date*. 25th Hour Communications (“Agency”) will invoice *Enter Client Name* (“Client”) based on the following schedule, plus any approved advertising and expenses.

Payment Schedule and Terms

25th Hour Communications, Inc. will invoice 100% of media buys and 50% of professional services upon contract signing and 50% of professional services upon project completion. For monthly services, 25th Hour Communications, Inc. will invoice monthly retainer at the beginning of each month. All invoices are due within thirty (30) days of receipt. Late payments may incur interest at a rate of 5% per annum above the base rate, calculated from the due date until full payment is received.

Precinct Agreement

The rates outlined in this agreement are based on the pricing terms set forth in CollegeBuys Agreement number 00006781. 25th Hour Communications, Inc. will manage all required reporting with the Foundation for California Community Colleges.

Travel and Expense

Travel and associated expenses are not included. Any requested travel will be billed at actual costs and will require prior approval from *Enter Client Name* prior to incurring the expense.

Intellectual Property

Subject to any applicable third-party licensing terms incorporated in the deliverables, the Agency hereby assigns the Client a limited, non-exclusive, non-transferable license to use the final deliverables strictly in the form they are delivered (“as delivered”). The Client agrees to comply with all such third-party license terms. This license is solely for the purposes set forth in this Agreement and does not grant any rights to modify, adapt, or create derivative works unless expressly agreed in writing.

Confidentiality

25th Hour Communications, Inc. will ensure the confidentiality of all student and non-public record information. Agency agrees not to use or disclose such information to any third party during or after the term of this agreement.

Indemnification

All parties to this agreement shall agree, *to the extent permissible by law and without waiving sovereign immunity*, to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence, gross negligence, or intentional acts of the non-indemnifying party or any of its agents or employees.

Termination

Either Party may terminate this Agreement, with or without cause upon sixty (60) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents. In the event of cancellation of any media campaign, the Agency will invoice for all media plan development and planning work completed prior to the cancellation. Such work will be billed at a rate of \$175 per hour.

Amendments

Any amendments or change orders to the scope of work must be made in writing and signed by authorized representatives of both parties to be valid and enforceable.

Signatures:

Notices and Invoices to:

Name: _____
Email: _____

Agreement signature:

By: _____
By: _____

Name and Title: _____ Trish Lamantia, Chief Executive Officer

Enter Client Name 25th Hour Communications, Inc.

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

SUPPLIER

By: Tricia Lamantia
Tricia Lamantia (May 9, 2025 09:05 PDT)

Print Name: Trish Lamantia

Title: CEO

Date: 05/09/2025

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 
J.C. Sales (May 8, 2025 18:17 EDT)

Print Name: Jorge J.C. Sales

Title: Executive Vice President, Enterprise and Institutional Partnerships

Date: 05/08/2025

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: 05/09/2025

Research Services

	Service	Description	Fee
CUSTOM	Research Services	Writing, programming, and analysis for new or previous surveys. Rate may be utilized to build a custom project to meet your institutions needs that fall outside of the services listed below.	\$250/ Hour
	Focus Groups	Focus Groups (Virtual)	\$2,500/ Group
PROJECT BASED RESEARCH		Focus Groups (In Person)	\$3,500/ Group
	Interviews	Interviews	\$250/ Interview
	Surveys	Community Perception Survey - Analysis, Findings, and Recommendations	\$28,000
		Student Media Preferences Survey (Media Prefs)	\$5,000
		Consumer Behavior Study	\$4,000
		Brand Identity & Awareness Study	\$22,500
		Labor Market Data, Census Data, Enrollment Data, College Plans, and Database Research	\$13,000
		Alumni Survey -Analysis, Findings, and Recommendations	\$18,000
		Applied Not Registered Students - Analysis, Findings, and Recommendations	\$6,000
		Stop-Out Students Survey - Analysis, Findings, and Recommendations	\$6,000
		Audits: Social Media, Website, Communications, Marketing - Analysis, Findings, and Recommendations	\$6,500 - \$9,500/ audit
STUDENT JOURNEY	Experiential Admissions Review	Apply to the college and access the process, web, social media, and communications from a prospective student.	\$9,995
	Enrollment Process Review	Enroll in the college, and assess process, web, social media, and communications from an accepted student prospective.	\$14,000
	Current Student Review	Assess student retention based on process, web, social media, and communications from a current student prospective.	\$14,000

Advertising Services

MEDIA BUYING	Service	Description	Fee
	Media Buying	<ul style="list-style-type: none"> Traditional Digital Implementation, Placement, Management and Reporting Fiscal Services: One Campaign, One Invoice Management Fee will be deducted from campaign total 	13.5% of Media Spend
ADVERTISING SUPPORT SERVICES	Landing Page	Landing Page	\$950
	Lead Management Center	Campaign Based Staffed Lead Management Center <ul style="list-style-type: none"> 25th Hour will staff lead management center to answer incoming calls per the phone tree and address questions as required 25th Hour LMC staff will respond to campaign-specific incoming emails to address questions as required Lead management center will be staffed 8am to 5pm PST, Monday through Friday All calls to be logged within the lead management center tool Includes up to 10 weeks. (Additional weeks quoted separately) 	\$22,500
	Eklips Videos	Customizable campaign video	\$250/ Video
	SMART Mailer Campaign	Digital Meets Traditional - Automated intentional mailer to web visitors <ul style="list-style-type: none"> Includes technology and 2000 mailers 	\$4,500/ Campaign
	Direct Mail	Direct mail advertising to a specific list.	Custom Quote

Web Services

WEB DESIGN AND DEVELOPMENT	Service	Description	Fee
	Phase 1 Web	Website Redesign <ul style="list-style-type: none"> • Research • Information Architecture 	\$150/ Hour
	Phase 2 Web	Website Design/ Redesign: Working in WordPress or OU CMS Design: <ul style="list-style-type: none"> • 6-8 total page templates • Design Frameworking & Low Fidelity Wireframes (2 rounds of design changes) • Creative Concept Development & High Fidelity Wireframes (2 rounds of design changes) Development: <ul style="list-style-type: none"> • Design Implementation • Template Development • Launch Support & Coordination • Post-Launch Site Optimization and Support (2 weeks) 	\$60,000
	Custom Development	Custom development for automated programs systems, events integration, and catalog data integration	\$200/ Hour
	Add-On	<ul style="list-style-type: none"> • Post Go Live Support • Templates Development • Custom External Systems Integration • Other Custom Development 	\$195/ Hour
	Web Content	Web Content Writing	\$165/ Hour
	Easy Portal	Streamlined student, faculty, and staff portal	\$16,000
	GA4	Google Analytics 4 Updates <ul style="list-style-type: none"> • Basic, Intermediate and Advance levels available 	\$3,500 - \$9,995
	Web Application Firewall Services	<ul style="list-style-type: none"> • One time setup • Prevention (Annual) 	\$2,500/ Year
	Accessibility	Accessibility mitigation services	Custom Quote
	WCAG	WCAG consulting, error translation, and editor training	Custom Quote
	Web Managed Services	Retainer based web support of server updates and general maintenance with options for web content updates and emergency maintenance (See Retainer Services)	\$165 - \$180/ Hour

Project Based Services

	Service	Description	CollegeBuys Discount Fee
STRATEGY & PLANNING	Strategy & Planning	Strategic Marketing Plan <ul style="list-style-type: none"> Research & Analysis Student Consumer Behavior and Media Study Marketing Plan Development 	\$17,500 - \$22,500
		Under Enrolled Program Marketing Strategy & Plan	\$2,500/ Program
		Enrollment Management <ul style="list-style-type: none"> Primary & Secondary Research Curriculum Assessment Student Journey Enrollment Management Plan Development 	\$50,000
CREATIVE	Creative Services	Video Production <ul style="list-style-type: none"> Full Day with 2-day minimum 2-3 person crew Editing \$150/ hour 	\$6,000/ Day
		Photography <ul style="list-style-type: none"> One Day (Minimum) Two Person Crew Includes edited images (Up to 100 edited photos) 	\$5,000/ Day
		Photography Editing	\$150/ hour
		Graphic Design	\$150/ hour
		Branding <ul style="list-style-type: none"> Review & Research Brand Development Logo Design Tagline Development Brand Style Guide Brand Roll-out Plan 	\$80,000

Project Based Services (cont.)

PROJECT BASED SERVICES	Service	Description	CollegeBuys Discount Fee
	Program Marketing	Program Micro Marketing <ul style="list-style-type: none"> Digital and Print Assets Micro Campaign Plan 	\$7,500
	Media Monitoring	<ul style="list-style-type: none"> Monitoring the following media platforms: TV, Radio, Online News, Print, and Social Media Measurement of Earned Media Weekly Reports Instant negative alerts to alert to any type of issue 	\$5,500/ year
	Crisis Communications	Crisis Communications Support Services	\$250/ hour
	Keynote	Keynote Speaking (Includes travel)	\$10,000
	Workshop	Workshop Training	\$2,500 + \$12,000/ Day

Retainer Services

RETAINER SERVICES	Service	Description			Fee
	Public Relations Plan	<ul style="list-style-type: none"> Research & Analysis Public Relations Plan Development 			\$12,000
	Marketing & Public Relations Support Services	<ul style="list-style-type: none"> Retainer based marketing and/or public relations support services within the monthly allocated hours. 			\$145 - \$175/ hour
		40 Hours/ Month \$7,000	50 Hours/ Month \$8,000	65 Hours/ Month \$9,425	
	Web Services	<ul style="list-style-type: none"> Retainer based web support of server updates, and general maintenance Option 2 includes web content updates Option 3 includes all webmaster services for the college, including emergency maintenance 			\$165 - \$200/ hour
		10 Hours/ Month \$2,000	25 Hours/ Month \$4,625	40 Hours/ Month \$6,600	
	Enrollment Management	<ul style="list-style-type: none"> Retainer based enrollment management support services within the monthly allocated hours.e 			\$145 - \$175/ hour
		40 Hours/ Month \$7,000	50 Hours/ Month \$8,000	65 Hours/ Month \$9,425	
	Social Media Management	<ul style="list-style-type: none"> Retainer based social media management support services within the monthly allocated hours.e 			\$145 - \$165 /hour
		25 Hours/ Month \$4,125	35 Hours/ Month \$5,425	45 Hours/ Month \$6,525	

Lead Management Center

LEAD MANAGEMENT CENTER	Service	Description	Fee
	Lead Management Center	Subscription Service <ul style="list-style-type: none"> Annual Subscription Fee Product: Tracking Tool, Trackable Phone Number, FAQs, Communication Tree, and Script for college training: Informational Training 	\$14,995/ Year
	Lead Management Center with support	Subscription Service <ul style="list-style-type: none"> Annual Subscription Fee Product: Tracking Tool, Trackable Phone Number, FAQs, Communication Tree, and Script for college Training: Informational Training Support: Regular monitoring, quality assurance audits, reporting to college, and counsel on findings 	\$24,995/ Year
	Staffing of Call Center (Add-On)	<i>Staffing of Call Center (Optional)</i> <ul style="list-style-type: none"> 25th Hour will staff lead management center to answer incoming calls per the phone tree and address questions as required 25th Hour LMC staff will respond to incoming emails to address questions as required Lead Management Center will be staffed 8am to 5pm PST, Monday through Friday All calls to be logged within the LMC tool Requires a 6-month commitment minimum with options to renew staffing in 6-month increments 	\$12,000/ Month

Other Speciality Services

Service	Description	Fee
Conference Management	Virtual and In-Person Conference planning and management services	\$150/ hour

At 25th Hour Communications, Inc., we specialize in creating tailored contracts for colleges. Reach out to us to discuss your specific goals, and we'll develop a custom quote for you.