



Lehigh Carbon
COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

Marketing and Creative Services

Proposal Due Date - **March 24, 2025 at 2:00 PM**

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Introduction

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor to provide the College with marketing and creative services. The College is requesting responses that are due by **2 p.m., Monday, March 24, 2025**. No proposals will be accepted after the proposal date.

The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College's best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any and all proposals or select a single item from any proposal.

Timeline

Request for Proposal issued	February 24, 2025
Deadline to submit questions	March 14, 2025 – 2 PM
Proposals due	March 24, 2025 – 2 PM
Finalists selected and invited to present	April 7, 2025
Finalists present to selection committee	Week of April 14, 2025
Successful vendor notified of decision (pending approval of Board of Trustees)	Monday, May 19, 2025
Contract begins	July 1, 2025

Contact Information

Questions concerning the RFP should be directed to:

Joseph Hardenberg Purchasing & Contracts Manager

jhardenberg@lccc.edu

Phone: 610-799-1151

Fax: 610-799-1566

General Instructions for Proposal

Proposal Content-A completed proposal must contain the following:

- Appendix A - Requirements of Proposal/Scope of Work (responses required)
- Appendix B - Vendor Proposal Execution-completed by an individual authorized to contractually bind the vendor.
- Appendix C - Vendor 3-year Price Proposal
- Appendix D - Non-collusion Affidavit
- Appendix E - Sample Independent Contractor Agreement
- A minimum of (3) client references

Term & Renewal

The term of the Contract shall be for **three (3) years, (July 1, 2025-June 30, 2028)**. The College reserves the right to extend the contract on a year-by-year basis if mutually agreed to by vendor.

Submission of Proposal

Written and electronic proposals will be received no later than **2:00 PM on March 24, 2025** at the office of the Purchasing & Contracts Manager, Student Services Center Room SSC 101, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Joe Hardenberg). One (1) hard copy and one (1) electronic copy (on a thumb drive only) of the proposal must be in a sealed envelope marked "Marketing and Creative Services RFP Response".

Alternatively, the electronic version can be emailed to jhardenberg@lcc.edu

General Information

Lehigh Carbon Community College is a community college with the main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

Student enrollment for 2023-24 was 8,958 credit and 2,867 noncredit/workforce students.

Appendix A - Scope of Work

Background

Since its inception in 1966, Lehigh Carbon Community College has touched thousands of lives. From associate's degrees and certificates to workforce training and community education, LCCC's influence in the region has been profound. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs. In addition to academics, programs include custom training for business through the Center for Innovation and Learning. LCCC has four sites – main campus in Schnecksville, the Donley Center in Allentown, the Morgan Center in Tamaqua and the Lehigh Valley International Airport.

Advertising and Marketing History

LCCC has utilized a variety of media outlets to deliver its multi-faceted message. Advertising plans have ranged from traditional media, including billboards, radio, newspaper and direct mail, to new media options such as social media and other online advertising methods.

The college's mission is to provide affordable, accessible and high-quality education. New marketing strategies must be continuously developed to meet emerging challenges. In addition, expanding technologies, shifting students' needs and behaviors and evolving demographics demand that more sophisticated, targeted, flexible marketing practices be developed.

Goals

The college is seeking a long-term partner to provide direction towards reaching our marketing and advertising goals, and toward achieving the ultimate goal of increasing enrollment at LCCC. Consultation on other areas related to communications and marketing will also be sought, on an as-needed basis. Responding agencies will help guide creative direction to market the College and encompass the brand strategy.

Our primary target is prospective students and their parents, high schools in the three-county service region (Lehigh, Carbon and Schuylkill counties), adult students, workforce, etc.

Goals of the partnership include:

- To elevate LCCC's brand positioning in its market.
- To recommend a strategic direction and tactics, to include digital, broadcast, print, outdoor, direct, email blasts and other collateral. (Do not include costs of the media itself; those are included in the college's media budget.)
- To promote LCCC's various educational opportunities throughout its market areas to multiple target audiences, making it the college of choice.
- To develop strong advertising that further enhances LCCC's brand equity in the community.
- To provide guidance and insight to other marketing activities to ensure consistency across all marketing platforms including, but not limited to, marketing and publications, and the College's online presence.

- To increase new student leads and inquiries that feed into the Admissions funnel and result in an increased market penetration in our service areas in Lehigh, Carbon and Schuylkill counties. The expected increase will be determined in partnership with Admissions, College Relations and agency.

Project Elements

The successful vendor will deliver the following:

Creative Services

Develop appropriate messaging (i.e. tagline, advertising phrase) and design theme to appeal to target markets in an annual advertising campaign. Design and theme recommendations should advance and solidify the college's brand and enable it to continue to compete strongly in a competitive marketplace;

Creative strategy and annual ad campaign should be able to be deployed across a variety of media, including print, out-of-home, video, broadcast and digital, as well as the website, and can be used for internal marketing collateral by college designers.

Provide recommendations and creative guidance on related collateral such as video production (used for TV spots, streaming video, student testimonials on social, etc.), photography, etc.

Marketing

Develop an integrated advertising and marketing strategy that encompasses general marketing of the college, plus targeted marketing for 3-5 priority program areas, event related marketing and highly targeted campaigns such as Spanish language, transfer program, workforce, etc. which are selected annually;

Provide recommendation and guidance to the college in regards to appropriate marketing mix and keep abreast of emerging platforms and media;

Marketing and advertising plans should encompass traditional methods (print, radio, broadcast, outdoor, etc.), with a majority dedicated to new and digital media. (Currently, the media placement budget for annual media contracts is over \$400,000, encompassing print, TV, streaming and online/digital, out-of-home, radio, etc. This does *not* include additional funds allocated to printing, local/high school advertising and sponsorships, ads in printed local educational guides, miscellaneous contracted services);

Provide integrated digital marketing that includes paid digital marketing strategy and execution, paid social media strategy and execution, search engine optimization, etc. Key deliverables regarding total leads, target for goal completions, etc. will be determined;

Serve as college's agency for outreach to media for advertising rate negotiations, recommendations, ad placement and contract completion.

Propose and execute an annual media advertising campaign to drive enrollment, including planning, buying, negotiating and trafficking. Please note the media spend is not part of this proposal;

Advertising strategy will include working with LCCC team to assess opportunities and challenges to increase inquiries and then identify and recommend a strategy for LCCC's paid advertising campaign;

At a minimum, provide advertising/marketing analysis and recommendations on a monthly basis;

Monthly meetings will be held between key members of College Relations team and successful agency to check progress on goals and make necessary adjustments.

Please note that market research is not part of the scope of this proposal.

Criteria for Evaluation

While the cost of services is an important factor, low cost is not the final determining criterion for success. Other criteria include:

1. Understanding of and ability to meet stated goals and objectives
2. Familiarity with the college's service region and targeted audiences in order to strategically differentiate the LCCC brand in the competitive marketplace
3. Experience in higher education and/or relevant marketplace
4. A creative vision to address LCCC challenges and strengths. Ability to graphically represent LCCC and its important messages.
5. Understanding of community college challenges.
6. Background, credentials and expertise of assigned project team.
7. Experience executing and optimizing complex digital marketing campaigns across multiple channels, involving multiple product or degree offerings.
8. Experience negotiating with media companies and placing media buys
9. Creative successes, client referrals, samples, contemporary technology capabilities, and ability to develop strategy for moving the college forward and maintaining a strong brand image.

Proposal Should Include

Agencies should include a proposal that responds to the following:

- Provide an overview of your agency, including full contact information, years in business, expertise of principals, any awards and accolades, and successful campaigns and products.
- Summarize the resources you would assign to your relationship with LCCC, including information on members of the team who will be assigned the project, with background on projects related to the scope of work.
- List a minimum of (3), prior or current clients, including their contact information.
- Include relevant examples of work for equivalent clients.
- Explain how projects will be tracked and managed – project management software or other.
- Include anticipated outsourcing for services, with specifics on what those are.
- Specify the compensation method (project by project, retainer, lump sum, hourly, etc.) and proposal costs. Do not include the cost of media buys.
- Submit pricing chart with proposed price for contract requirements. Include media commission, if any. Include ala carte pricing, if appropriate.
- Any inquiries about the RFP should be directed to Joe Hardenberg at jhardenberg@lccc.edu.
- Deadline for questions is 2 p.m., Friday, March 14, 2025.

3-Year Pricing Proposal

Please include your proposed price on page 11 for each of the following requirements in the right-hand column. In the “Other Services” row, provide a proposed price for any other functionality or service your company can provide that is not included in the scope of work, and include a description of those services in the proposal report.

Selection Process

The top 3-5 agencies will be asked to meet with the review committee to discuss their proposal, share ideas for marketing strategy, and share a range of design concepts and marketing solutions from a variety of clients that will demonstrate the agency’s qualifications for this project. Invited agencies will *not* be expected to present original campaign concepts at this meeting. Meetings will be scheduled the week of April 14, 2025.

Upon review and approval of the Board of Trustees, a contract will be awarded for the first contract year, beginning July 1, 2025.

FAQs

Will the college consider agencies from outside the U.S.?

No. Agency must understand the dynamics of college’s service area and the unique needs of the college and its student population. Agency will be required to understand the main campus and sites and unique needs and requirements of each. Agency will be required to meet with the college’s marketing team in person at the beginning of the contract to understand our marketing needs. Agency will be required to meet with our marketing team on a monthly basis during 8 a.m. to 5 p.m. regular work hours and periodically will be required to come to campus. In-person work will encompass occasional photo and video shoots, on campus production of broadcast ads, etc., all of which will require work in person.

Can we submit proposals electronically?

Yes. Refer to Submission of Proposal section on page 4.

What is the timeline for ad campaign and preparing ad strategy?

Creative will need to be developed quickly, in the summer 2025, although there is normally an overlap of the previous ad campaign creative. We will also need to strategize on the ad spend over the summer and set up accounts. The first media contracts normally begin in September.

What is the current internal staffing and who would the agency be working with?

Relevant personnel are:

Executive director of College Relations and Student Life

Director of marketing and digital media

Social media manager

Web communications specialist

Designers (two) (There is not a position of creative director.)

Of the current marketing budget, what percentage is allocated to paid media?

About a third of our budget (without salaries) is allotted to advertising, approximately \$400,000. Currently, about one third is traditional and two-thirds is new or digital media.

Appendix C - Vendor 3-year Price Proposal

	Year 1	Year 2	Year 3
Development of creative theme and concept for annual ad campaign. Include any additional costs for deployment of theme in specific advertising mediums or include in ala carte pricing below			
Project management fee			
Advertising plan strategy development and media buying services (include commission if applicable)			
Management of digital marketing strategy, SEO/SEM, online marketing and automation			
Preferred pricing model – monthly retainer, per project, etc.			
Ala carte pricing as appropriate, if not included in pricing above, (indicate price per hour): Billboard design Transit advertising Radio script writing and production Video production (TV spots, promotional video, streaming video) Design of print ads Design of digital ads Photography Copy writing			
Miscellaneous	Year 1	Year 2	Year 3
Other Services: Please include detail (use a separate sheet, if necessary)			
Total Costs:			

Pricing SHALL NOT exceed 3% during years 2 and 3.

Appendix D - Non-collusion Affidavit

State of _____:

County of _____: s.s.

I state that I am the _____(Title) of _____(Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. _____(Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:

I state that _____(Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____, 20 _____

Notary Public

My Commission Expires _____

Appendix E -
Independent Contractor Agreement
(Sample Only)

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into as of the XX day of XXXXX, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the “College”), and XXXXX, of XXXXXXXX (the “Contractor”).

BACKGROUND

WHEREAS, Contractor has extensive expertise and training in XXXXX; and

WHEREAS, the College desires to engage Contractor to provide XXXXX to the College upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide XXXXX to the College upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein as if fully set forth at length.

2. SERVICES. Contractor hereby agrees to be retained by the College, as an independent contractor, to provide XXXXX to the College as set forth on Schedule “A” attached hereto and incorporated herein.

A. Contractor shall supply, at Contractor’s sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor’s discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.

B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.

3. COMPENSATION. The Contractor’s compensation for services rendered hereunder shall be as set forth on Schedule “B” attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor’s services hereunder except for those expressly set forth on Schedule “B” attached hereto. **The College is exempt from Pennsylvania sales tax through its PA exemption number: 23-1670163.**

4. **TERM AND TERMINATION.**

A. **Term.** The term of this Agreement shall commence on XXXXX and end on XXXXX unless otherwise terminated by either party in accordance with this Agreement.

B. **Termination.** The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. **AFFIRMATIVE COVENANTS OF CONTRACTOR.** During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent contractor associated with the College; and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the College, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.

7. **INDEPENDENT CONTRACTOR.** It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall devote the appropriate amount of time necessary to provide the services described herein, and

will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the College and by Pennsylvania law. The College acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. INDEMNIFICATION. Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. INSURANCE. Effective as of the date Contractor is to commence Services to be performed under the contract and continuing until all authorized Services have been fully and completely performed by Contractor, Contractor shall provide and maintain in full force and affect the following minimum insurance coverage as evidenced by Insurance certificates, which shall be furnished to Lehigh Carbon Community College in advance of beginning the Services. Such insurance coverage shall be placed with or carried by insurance carrier or carriers with an A.M. Best Rating of "A" or better, and Lehigh Carbon Community College may elect to require certified copies of the policies in lieu of, or in addition to, certificates of insurance.

- a) Pennsylvania Statutory Workers Compensation and Occupational Disease Insurance
 - a. Also, Employers Liability Insurance in the minimum amount of \$500,000 Each Accident / \$500,000 Disease – Each Employee / \$500,000 Disease – Policy Limit.
- b) Business Automobile Liability Insurance including all owned, hired and non-owned automobiles used by or on behalf of Contractor. Minimum \$1,000,000 combined single limit for each occurrence, including bodily injury and property damage.
- c) Commercial General Liability Insurance against claims for bodily injury, death of and/or property damage to third parties with a minimum of \$3,000,000 each occurrence. At a minimum, such insurance shall provide coverage for premises-operations, products-completed operations, and contractual liability.
- d) Excess/Umbrella Liability coverage may be used in conjunction with primary coverage to attain required limits of this contract.

Contractor shall assume the risk of loss or damage to all property or equipment furnished by Contractor. Contractor waives Contractor's right of recovery against Lehigh Carbon Community College and agrees that all insurance policies covering such property or equipment shall be endorsed to affect such waiver.

Contractor's commercial general liability insurance policy shall be primary and non-contributory to Lehigh Carbon Community College's insurance. ***Lehigh Carbon Community College shall be named as an Additional Insured under Contractor's commercial general liability insurance policy.***

Contractor shall waive any rights of subrogation it may have, either at law or in equity, related to or resulting from Lehigh Carbon Community College and hereby agrees as part of the award of the contract, to obtain the same waiver of any rights of subrogation, either at law or in equity, related to or resulting from Lehigh Carbon Community College, from each insurance company issuing Contractor an insurance policy pursuant to the terms hereof.

For all applicable purposes herein, Contractor shall also mean and include Sub-Contractor(s).

10. CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.

- i. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to Contractor's engagement with the College (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.
- ii. Contractor shall and does hereby unconditionally and irrevocably assign to the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled

pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. SURVIVAL. Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.

B. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

C. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.

E. Notices. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the

F. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.

G. Headings. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.

H. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

I. Budget Approval. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.

J. Conflicts. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

COLLEGE:

By: _____
Title: _____
Date: _____

CONTRACTOR:

By: _____
Title: _____
Date: _____

SCHEDULE A
SCOPE OF SERVICES

SCHEDULE B
FEES