



**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT Purchase Agreement #SAC-24-057**

This Agreement for the purchase of certain "Goods and Services" is made by and between the Rancho Santiago Community College District (hereinafter "District"), a California community college district and political subdivision of the State of California, located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College and the Public Information Office and Gannett California LocalIQ, a Corporation, having its principal place of business located at PO Box 631437, Cincinnati, OH 45263-1437 (hereinafter "Supplier").

**1. Statement of Work**

Supplier agrees to provide the Goods and/or Services as more fully described in Attachment A: Statement of Work, referencing this Agreement number, and any and all incorporated documents at the prices set forth herein. District is not obligated to purchase a minimum amount of Goods and/or Services from Supplier. Nothing in the Statement of Work will be construed to prevent District from entering into similar agreements with any third parties, including, without limitation, other parties that may be in competition with Supplier.

**2. Term**

The term of the Agreement shall be in accordance with the applicable Statement of Work referencing this Agreement number and is subject to earlier termination as provided below. This Agreement may be extended upon the mutual written agreement of the parties.

**3. Purchase Order**

Unless otherwise provided in this Agreement, Supplier may not begin providing Goods and/or Services, including access or licenses, until District approves a Purchase Order for said Goods and/or Services. District does not make payments in advance of the completion of delivery of Goods and Services.

**4. Invoices**

Supplier shall be required to submit an invoice in accordance with Section 3 of the General Terms and Conditions to [AP@RSCCD.edu](mailto:AP@RSCCD.edu) and the referenced below Department Administrator.

All payment terms shall be Net 30.

**5. Notices**

In accordance with Article 16 of the General Terms and Conditions, notices shall be given by personal service or overnight courier service or by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid to the addresses specified below.

To District, regarding all matters, to the address below:

<b>Name</b>	ATTENTION: VICE CHANCELLOR OF BUSINESS SERVICES
<b>Office</b>	Rancho Santiago Community College District
<b>Address</b>	2323 N. Broadway, Santa Ana, CA 92706

With a copy to the applicable College Vice President or Assistant Vice Chancellor:

<b>Name &amp; Title</b>	Dr. Annebelle Nery, President
<b>Department and College</b>	President's Office, Santa Ana College
<b>Address</b>	1530 W. 17th Street, Santa Ana, CA 92706

With a copy to the applicable Department Administrator :

<b>Name &amp; Title</b>	Dalilah Davaloz, Public Information Officer
<b>Department and College</b>	President's Office, Public Information Office, Santa Ana College
<b>Phone</b>	714-564-5527
<b>Email</b>	Davaloz_Dalilah@sac.edu
<b>Address</b>	1530 W. 17th Street, Santa Ana CA 92706

For matters related to breach of Data Protection Exhibit, send a copy to

<b>Name</b>	ATTENTION: Assistant Vice Chancellor, Information Technology Services
<b>Office</b>	Rancho Santiago Community College District
<b>Address</b>	2323 N. Broadway, Santa Ana, CA 92706

To Supplier:

<b>Name &amp; Title</b>	Michele Paulmann, Regional Key Account Strategy & Sales
<b>Company</b>	Gannet California LocaliQ
<b>Phone</b>	614-774-1187
<b>Email</b>	MPaulmann@localiq.com
<b>Address</b>	PO Box 631437, Cincinnati, OH 45263-1437

## 6. Federal Funding

Are federal and/or state funds being utilized for this Agreement? ☒ Yes

## 7. Follow-on Restriction

If the Goods and/or Services involve consulting services, Supplier understands and agrees that Supplier cannot later be considered for any contract work to perform "required, suggested, or otherwise deemed appropriate" service flowing out of the consulting services performed pursuant to this Agreement.

## 8. Insurance

Supplier shall deliver the PDF version of the Certificate of Insurance and all additional insured endorsements to Purchasing Services at [purchasing@rscdd.edu](mailto:purchasing@rscdd.edu) by email with the following text in the subject field: CERTIFICATE OF INSURANCE – Insured Gannet Co., Inc. and subsidiaries.

## 9. Record Keeping

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977 (Civil Code §§ 1798 through 1798.78), which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between District and Supplier, records will normally become District's property, and subject to state law and District policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## 10. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- Attachment A Statement of Work
- General Purchase Terms and Conditions, dated November 9, 2023
- Other (specify): N/A

General Purchase Terms and Conditions can be found here:

[https://www.rscdd.edu/Departments/BusinessServices/Documents/General%20Purchase%20Terms%20and%20Conditions%20V1\\_11092024.pdf](https://www.rscdd.edu/Departments/BusinessServices/Documents/General%20Purchase%20Terms%20and%20Conditions%20V1_11092024.pdf)

## 11. Entire Agreement

This Agreement, including all incorporated documents, contain the entire agreement between the parties and supersede all prior written or oral communications or agreements with respect to the subject matter herein.

The Agreement is signed below by the parties' duly authorized representatives.

RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT

Gannet California LocaliQ


  
Iris Ingram (May 30, 2024 10:24 PDT)

Signature

Date

Iris Ingram, RSCCD Vice Chancellor of Business Services

Name, Title

  
Michael T. Skrocki (May 30, 2024 07:46 PDT)

Signature of Supplier

Date

Michael T. Skrocki, Director

Name, Title

May 30, 2024

## ATTACHMENT A: STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchase Agreement or Bid Number dated May 29, 2024 between District and Supplier ("Agreement").

### 1. Term of SOW

This SOW will begin on the execution of this agreement by the Parties or on July 1, 2024 ("Effective Date"), whichever is later, and continue through June 30, 2025 ("Expiry Date"). This SOW may not be renewed or otherwise amended except as set forth in the Agreement.

### 2. Description of Goods and/or Services and Completion Timeframe

Supplier Obligations				
Line Item	Deliverables	Description	Completion Date or Timeframe	Cost
1	Advertising Space for General Enrollment Opportunities	Vendor to provide a variety of monthly advertising space on platforms, including: TikTok, OTT/CTV, Streaming Audio, Snap Chat, YouTube, Smart Solution, XMO and Search Retargeting	July 1, 2024 - July 2025	\$248,700
2	Advertising Space for Career Education Programs	Vendor to provide a variety of monthly advertising space on platforms, including: Targeted Display, TikTok, OTT/CTV, YouTube, and Custom Social	July 1, 2024 - July 2025	\$108,350

### 3. Pricing, Invoicing Method, and Settlement Method and Terms

Pricing is addressed below.

- a) "Fixed Price Services" to be rendered under this SOW, including Goods and/or Services to be provided as part of Fixed Price Services, are described in this section as: \$357,050.00

### 4. District Obligations

District's PIO Office will provide creative content for each advertising campaign

### 5. Place(s) of Performance

Remote Services

### 6. Key Personnel

Supplier's Account Manager is listed below, is subject to District approval, and has overall responsibility for managing the District/Supplier relationship:

Name & Title	Michele Paulmann
Company	Gannet California LocalIQ

<b>Phone</b>	614-774-1187
<b>Email</b>	MPaulmann@localiq.com
<b>Address</b>	PO Box 631437, Cincinnati, OH 45263-1437

Subcontractors authorized to provide Goods and/or Services under this SOW:

<b>Name of Subcontractor</b>	<b>Goods and/or Services the Subcontractor will provide</b>
N/A	N/A

## 7. Acceptance Criteria and Testing

All deliverables will be approved by Santa Ana College PIO Office prior to airing.

## 8. Changes to the Statement of Work

District may desire to change the Goods and/or Services following execution of this SOW. If so, District will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of District's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide District with a written, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of District's Amendment. District will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether District accepts Supplier's assessment of the costs, expenses, and timeline for completion. After written acceptance by the District and approval of the Amendment by the District's Board of Trustees, District will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment. All other terms and conditions of the Agreement shall remain in full force and effect.

---END STATEMENT OF WORK---