



Contra Costa Community College District

500 Court Street Martinez, CA 94553

Bid # 4CD-106

International Student Health Insurance Provider

Release Date: March 1, 2024

Questions Due by: 12 PM (PT), March 13, 2023

Proposals Due by: 2 PM (PT), March 28, 2024

1.0 INSTRUCTION TO CONTRACTORS

1.1 PURPOSE

The Governing Board of the Contra Costa Community College District, herein to be known as “District,” seeks vendors to submit quotes to provide a comprehensive health insurance coverage for the District’s International Education Students.

1.2 SUBMISSION OF BID

A. Sealed Proposal to be submitted to:

**John Cook, Purchasing Department
Contra Costa Community College District
500 Court Street
Martinez, CA 94553**

B. Date/Time: Statement of Qualifications shall be received **before 2PM (PT), March 28, 2024.**

C. The face of the sealed envelope or box shall be clearly marked “**4CD-106**”.

D. A faxed proposal will not be accepted. Only mailed or hand-delivered, signed documents will be considered. The proposal must be in the possession of the District’s Purchasing Department before 2:00 PM (PST) on the closing date. Late statement of qualifications will not be accepted and will be returned to the Proposer. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.

E. Vendors must submit **one (1) original hardcopy and one electronic copy in Word or PDF format via flash drive.** DO NOT send the electronic copy by email. Each proposal received in response to this RFQ shall remain the property of the District.

1.3 QUESTIONS REGARDING THIS BID

Questions are due before 12:00 PM (PT), March 13, 2024. All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Qualifications (RFQ) shall be submitted in writing by email (preferred) to **John Cook, Purchasing Department, jcook@4cd.edu** or fax to **(925) 370-6517.**

1.4 TIMELINE The District reserves the right to modify the below schedule of events.

Bid release date: **March 1, 2024**

Questions Due by: **12 PM (PT), March 13, 2024**

Bids Due by: **2 PM (PT), March 28, 2024**

Board Meeting: **May 8, 2024**

Contract Award: **May 9, 2024**

1.5 ACCEPTANCE PERIOD. Proposals are firm for a period of ninety (90) days.

1.6 ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFQ at any time prior to the time set for receipt of statement of qualifications. Interested parties should frequently check the District's website for such addenda at <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>.

Each candidate shall acknowledge receipt of the addendum by signing the addendum/addenda and submitting it with the statement of qualifications. Failure to so acknowledge may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFQ or as part of the final contract.

1.7 AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting statement of qualifications on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a statement of qualification, his or her name, signature and post office street address must be shown. If a firm or partnership makes the statement of qualification, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the statement of qualification, the statement of qualification shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

1.8 PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

1.9 CONFIDENTIALITY. If a Contractor believes that portions of the statement of qualifications constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the statement of qualification which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

1.10 CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

1.11 INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting statement of qualifications. Failure to do so

will be at Contractor's own risk and they cannot secure relief on the plea of error.

1.12 INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the statement of qualification.

1.13 COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering into a formal contract.

1.14 INDEMNIFICATION. Contractor agrees to indemnify, defend and hold harmless the District and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractors, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) CONTRACTOR breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

1.15 NOTICE OF SUIT OR ACTION FILED. The CONTRACTOR shall give the District immediate notice of any suit or action filed or prompt notice of any claim made against the District arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to the District copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of the District to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

1.16 ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

1.17 PROHIBITED INTEREST. No Board member, officer, or employee of the Contra Costa Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

1.18 REJECTION OF PROPOSALS. The District reserves the right to reject any or all statement of qualifications or any part of statement of qualification and also to waive informalities, minor irregularities, or other requirements in our Request for Qualification and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its statement of qualification any information requested in this RFQ may result in rejection for non-responsiveness.

1.19 ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor

may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

1.20 SUBCONTRACTORS. If a subcontractor will be used by CONTRACTOR to comply with any portions of this RFQ, that fact must be stated in the statement of qualifications. The names of the subcontractors and their duties shall be specified.

1.21 CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFQ Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

1.22 FORMATION OF CONTRACT. Contractor's signed Statement of Qualification and District's written acceptance or purchase order shall constitute a binding contract.

1.23 CONTRACT DOCUMENT. Certain contract language acceptable to the District covering all of the services specified in this RFQ is detailed in Appendix D related thereto. No terms or conditions can be added or changed by CONTRACTOR after the statement of qualifications are received by the District. Attempts to change the terms or conditions specified after the statement of qualifications are received by the District may cause a statement of qualifications to be rejected as non-responsive. CONTRACTOR may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by the District.

1.24 FINAL CONTRACT. The following documents are considered part of the final agreement, in order of precedence:

- A. The final agreement between the District and the CONTRACTOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the RFQ evaluation phase for inclusion in the Final agreement;
- C. The CONTRACTOR statement of qualifications in total, including all addenda and attachments;
- D. This RFQ as originally released, with Appendices, Exhibits, and any addenda released prior to statement of qualifications opening;
- E. RFQ Response and any addenda released prior to opening.

The District may terminate any resulting Agreement(s) for convenience at any time by giving the CONTRACTOR written notice thereof. Upon termination, the District shall pay the CONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the District to effect such termination. The effective date of termination shall be the date of Notice of Termination.

1.25 DURATION OF CONTRACT. The term of this contract shall be from July 1, 2024 through June 30, 2026. The contract may be renewed for up to three (3) additional one-year (1) terms upon written agreement of District and Vendor. The District has no obligation to renew the contract.

1.26 COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

1.27 LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

1.28 SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

1.29 CONTRACTOR CONDUCT. During the RFQ Window (from release of this RFQ to Final award), CONTRACTOR is not permitted to contact any District employees or members of the Governing Board unless at the request of the District’s designated contact person or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.30 RFQ COMPLIANCE, FORMS, AND CERTIFICATES

NON-COLLUSION AFFIDAVITS

Affidavits are required to be completed by the CONTRACTOR declaring that the statement of qualifications is in all respects fair and without collusion or fraud. Please see Appendix A.

AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

CONTRACTOR may designate selected portions of their statement of qualifications as confidential, such as proprietary information not publicly disclosed about their products/services. However, if a claim to release the confidential portion is made under the California Public Records Act, the District will notify the CONTRACTOR of such a claim but will not defend the CONTRACTOR’s rights to privacy.

1.31 PROPOSAL FORMAT

CONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposal. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFQ and in the order presented in this RFQ. It is the intent of this RFQ and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and

services requested. If there are additional costs or requirements which are not covered in the RFQ and appendices it is the CONTRACTOR's responsibility to present that information during the RFQ Window (the time following RFQ release and the date the RFQ Responses are due). Failure to disclose any of these costs in the RFQ Response may constitute disqualification. All proposals should be submitted in the following format to enable the District to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

1.32 PRICING AND COST PROPOSAL

Please provide a quote for blanket policy coverage for approximately 750 International Education students attending classes at our district for the 2024-2025 school year. Note that enrollment in the program is mandatory for International Education students and waivers are only granted for government-sponsored programs. Nearly all students are in the 18-24 age-range and currently pay approximately \$140 per month, which include dependents.

The District expects reasonable expenses subject to coverage maximums for women's wellness, which includes prenatal care, and actual expenses, with minimum 48 hours of inpatient care or 96 hours if a cesarean section occurs, for maternity coverage.

The District expects reasonable expenses up to \$10,000 per coverage year related to intramural sports. The District has a separate policy for intercollegiate sports.

The District expects no limitations for pre-existing conditions.

The District is looking for 80% prescription drug reimbursement with no additional copay on top of the 80%.

Listed below are the minimum requirements:

- \$500,000 lifetime maximum benefit
- \$500,000 maximum per policy year
- \$500,000 maximum per sickness or injury
- \$2,500 out-of-pocket maximum (no deductible)
- 100% coverage in-network after \$20 co-pay for office visits or a \$50 co-pay for ER stays
- Women's wellness care
- Emotional and mental disorder coverage up to \$500,000
- Repatriation (\$50,000) and medical evacuation (\$100,000) coverage
- Emergency Family Travel Arrangements (\$1,500)
- Accidental Death and Dismemberment \$10,000 (per insured individual)
- Complies with all civil rights codes, including Title IX (pregnancy coverage)

In addition, please provide the name of the underwriter for this proposed policy and their AM Best rating.

ENTER ALL PRICING INFORMATION ON APPENDIX A!

APPENDIX A

PRICING AND COST PROPOSAL PAGE

Company Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Website: _____

Term	Dates	Student Rate
Fall	07/01/2024 – 01/15/2025	
Spring	01/16/2025 – 06/30/2025	
Fall	07/01/2025 – 01/15/2026	
Spring	01/16/2026 – 06/30/2026	
Fall	07/01/2026 – 01/15/2027	
Spring	01/16/2027 – 06/30/2027	

Provide the name of the underwriter for this proposed policy and their AM Best rating:

List all addendum/addenda: _____

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

Signature; _____ Date: _____

Printed Name; Title: _____

Phone: _____ Email: _____

APPENDIX B

REFERENCES

REFERENCES:

Please provide a minimum listing of three (3) customers who have used your services in the past year. In this listing, please provide the following information:

REFERENCE #1

- a. Name of the Customer # 1:
- b. Web Address.
- c. Contact name with phone, address, fax, and email.
- d. Dates of business.

REFERENCE #2

- a. Name of the Customer # 2:
- b. Web Address.
- c. Contact name with phone, address, fax, and email.
- d. Dates of business.

REFERENCE #3

- a. Name of the Customer # 3:
- b. Web Address.
- c. Contact name with phone, address, fax, and email.
- d. Dates of business.

APPENDIX C

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I
(Typed or Printed Name)

Am the _____ of _____, the party submitting the
(Title) (Vendor's Name)

foregoing Proposal ("the Vendor"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor or anyone else to put in sham RFP, or to refrain from submitting this Proposal.
4. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price, or that of any other Vendor, or to fix any overhead, profit or cost element of the Proposal price or that of any other Vendor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The Vendor has not, directly or indirectly, submitted the Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

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

By: _____

Title _____

**Appendix D
Professional Services Agreement**



**CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553**

PROFESSIONAL SERVICES AGREEMENT

Contract No. _____

THIS Agreement is made and entered into this _____ Day of _____ in the Year _____, by and between CONTRA COSTA COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and _____, a California corporation with offices at _____ (“CONSULTANT”) to provide consulting SERVICES for the project _____.

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Consultant is authorized by District pursuant to this Consultant Agreement effective as of the above date, to provide consultation and related professional SERVICES as follows:

SCOPE OF WORK

Consultant shall provide the District

Attachment A:

Scope of Work is specifically described in detail at the District’s Request for Qualifications dated xx-xx-xxxx and _____ by this reference shall be incorporated in this Agreement.

2. TERM:

Consultant shall commence providing SERVICES under this Agreement on the date executed by the District’s Assistant Board Secretary and shall diligently perform the SERVICES as required and complete performance by _____ or modified as agreed by both parties in writing.

3. PAYMENTS:

CONSULTANT shall provide SERVICES as listed in this Agreement for a Not-To-Exceed amount of:

_____ Thousand, _____ + _____ Hundred _____ Dollars and No Cents (\$00,000.00)

3.1 CONSULTANT shall bill monthly on a percentage of completion by task. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing SERVICES for DISTRICT, except as approved by the DISTRICT. Payment shall be Net 30 days after approval of CONSULTANT’s invoices. Additional Services may be added by Change Order either as additional fixed price amounts or on a time and material basis based on the rate schedule included in the **Attachment A** which will be in effect for the term of this Agreement.

4. INDEPENDENT CONTRACTOR:

The CONSULTANT, in the performance of this Agreement, shall be and shall act as an independent contractor. The CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered

officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of the DISTRICT or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the SERVICES to be provided under this Agreement.

5. TAXES:

The CONSULTANT acknowledges and agrees that it is the sole responsibility of The CONSULTANT to report as income its compensation received from DISTRICT and to make the requisite tax filings and payments to the appropriate Federal, State or Local tax authority. No part of the CONSULTANT's compensation shall be subject to withholding by the DISTRICT for payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

6. MATERIALS:

The CONSULTANT shall furnish all labor, materials, equipment, supplies and other items necessary to complete the SERVICES to be provided pursuant to this Agreement, at CONSULTANT's expense except as approved by the District as reimbursable.

The CONSULTANT's SERVICES shall be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her professional discipline.

7. STANDARD OF CARE:

The CONSULTANT shall render SERVICES in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the PROJECT and at the time the SERVICES are to be performed. The CONSULTANT's standard of performance may not be altered, expanded or abridged by the application, interpretation or construction of any other provision of this Agreement. The CONSULTANT expressly disclaims all warranties, express, implied, or statutory regarding the SERVICES, including, without limitation, warranties of merchantability, fitness for a particular purpose, title and non infringement. Neither party shall be liable, under any circumstances, for any incidental, indirect, exemplary, special or consequential damages.

8. CONFIDENTIALITY & USE OF INFORMATION:

The CONSULTANT shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

The CONSULTANT shall advise the DISTRICT of any and all materials used, or recommended for use by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event the CONSULTANT shall fail to so advise DISTRICT and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirements, or DISTRICT should be alleged to be in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify, defend and hold harmless, DISTRICT against any action or claim brought by the copyright holder.

9. AUDIT & INSPECTION OF RECORDS:

At any time during the normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT for examination at DISTRICT's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and CONSULTANT shall permit the DISTRICT to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. WORKS FOR HIRE / COPYRIGHT / TRADEMARK / PATENT:

The CONSULTANT understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. The CONSULTANT

consents to use of CONSULTANT name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. TERMINATION:

DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONSULTANT only for SERVICES satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of SERVICES by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or not later than ten (10) calendar days after the day of mailing, whichever is sooner.

DISTRICT may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; (c) or if CONSULTANT is adjudged a bankrupt, and CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) calendar days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) calendar days cease and terminate. In the event of such termination, the DISTRICT may secure the required SERVICES from another consultant. If the cost to the DISTRICT of obtaining the SERVICES from another consultant exceeds the cost of providing the SERVICES pursuant to this Agreement, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

12. HOLD HARMLESS:

The CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, to the extent incurred by reason of:

Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the SERVICES called for in this Agreement, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Any injury to or death of any person, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any negligent act, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or connected with, the SERVICES covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents;

Any liability for damages, which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement;

13. CERTIFICATE OF INSURANCE:

The CONSULTANT shall purchase and maintain such insurance as will provide protection against claims set forth below which may arise out of or result from the CONSULTANT's operations under the contract, whether such operations by the CONSULTANT or by any sub-consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under worker's compensation disability benefit and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
- d. claims for damages insured by usual personal injury liability coverage which are sustained, (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT, or (2) by any other person for not less than \$1,000,000 for each accident; and

requested, with postage prepaid. SERVICES shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

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

- 23. GOVERNING LAWS:
The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Contra Costa County, California.

- 24. WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

In witness thereof, the parties hereto have executed this agreement:

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
(The District)

COMPANY NAME
(The Consultant)

Assistant Secretary, Governing Board Date

Authorized Signature Date

AMY STERRY
Director of Purchasing & Contract Services

NAME
Title

Federal Tax ID No: _____