REQUEST FOR QUALIFICATIONS/PROPOSALS FOR COLLEGE AVIATION PROGRAM STUDENT FLIGHT INSTRUCTION AND AIRCRAFT MAINTENANCE & TIE-DOWN

Date: APRIL 9, 2015

Coast Community College District
1370 Adams Avenue
Costa Mesa, Ca 92626
REQUEST FOR QUALIFICATIONS/PROPOSALS (RFP) NO. 2053
FOR COLLEGE AVIATION PROGRAM STUDENT FLIGHT INSTRUCTION
AND AIRCRAFT MAINTENANCE & TIE-DOWN

NOTICE TO PROPOSERS

The Coast Community College District is presently accepting Proposals for College Student Flight Instruction and Aircraft Maintenance & Tie-Down, as more described herein, until 4:00 P.M., May 20, 2015. Any questions concerning the contents of this document should be e-mailed to John Eriksen at purchasing@cccd.edu. Any changes and notices related to this solicitation will be posted by the District on the Purchasing Department’s website at www.cccd.edu/purchasing/Pages/bids.aspx. In the event this RFP is obtained through any means other than the District’s direct distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

To facilitate the evaluation process, one (1) complete electronic version on a flash drive, (1) original AND (2) additional copies of the Proposal shall be provided. All Proposals are preferred to be typed on 8½” x 11” paper, 12 point (or larger) Arial or Times New Roman font with 1” page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualifications/Proposal.

Delivered Statements of Qualifications/Proposals shall be enclosed and sealed in an envelope or container clearly marked RFP No. 2053, College Student Flight Instruction and Aircraft Maintenance & Tie-Down and addressed to Coast Community College District, Attn: District Purchasing. Proposals may be delivered in one of the following methods:

<table>
<thead>
<tr>
<th>Hand delivered to:</th>
<th>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</th>
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<tbody>
<tr>
<td>Coast Community College District</td>
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<tr>
<td>Attention: John Eriksen</td>
<td>Coast Community College District</td>
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<tr>
<td>1370 Adams Avenue</td>
<td>Attention: John Eriksen</td>
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<td>Costa Mesa, CA 92626</td>
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PROPOSAL DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESS WILL BE REJECTED AND RETURNED TO THE PROPOSER UNOPENED. It is the Proposer’s sole responsibility to ensure that his/her Statement of Qualification/Proposal is received at the proper place, at the proper time. Postmarks will not validate Statements of Qualifications/Proposals which arrive after the deadline date/time listed above. Any Statement of Qualification/Proposal received after the scheduled closing time for receipt of Statement of Qualifications/Proposal may be discarded without further consideration. Statements of Qualification/Proposal may be
withdrawn by submitting a written request to purchasing@cccd.edu prior to the scheduled closing time for receipt of Statements of Qualification/Proposal.

Proposers shall be bound to the pricing terms contained within their submitted Proposal, which shall remain in effect as stated until at least June 30, 2016. Statements of Qualification/Proposal shall be signed by an authorized individual or officer of the firm submitting the Statement. If the Proposer is a corporation or limited liability company, the Statement of Qualification/Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

**Anticipated Proposal Review and Decision Dates**

The following table identifies the estimated dates/time frame for receipt, evaluation, and notice of acceptance of Proposal(s) by District. Please note the following key dates when preparing your response to this RFQ.

<table>
<thead>
<tr>
<th>Description</th>
<th>Date*</th>
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<tbody>
<tr>
<td>Release of RFQ</td>
<td>April 15, 2015</td>
</tr>
<tr>
<td>Last day for Proposers to submit questions</td>
<td>May 06, 2015</td>
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<tr>
<td>Last day for District to respond to questions</td>
<td>May 13, 2015</td>
</tr>
<tr>
<td>STATEMENTS OF QUALIFICATIONS DUE</td>
<td>May 20, 2015</td>
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<tr>
<td>Firm Interviews by District (<em>if any</em>)</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Notification of Selection</td>
<td>To Be Determined</td>
</tr>
</tbody>
</table>

* The above noted dates are subject to change without notice.

Proposers may elect to submit proposals for either Part A (Aircraft Flight Instruction), Part B (Aircraft Maintenance & Tie-Down), or for both Parts A and B. The tie-down location of the District's aircraft will be a significant factor to be weighed in the selection of aircraft flight instruction and aircraft maintenance.

The District presently owns four aircraft, which proposer may propose to be consolidated at one location for instruction, maintenance, and tie-down, OR, Proposers may propose for District aircraft to be disbursed within a 30 mile radius from District for instruction, maintenance, and tie-down.

The District may elect to place 1 or more aircraft each at multiple locations to be determined based upon actual proposals submitted. ALL proposals shall state that the proposer has the ability and capacity to fully meet the needs of District's students, and that no qualified District student will be denied flight instruction by proposer without prior consent of District.
PART A: AIRCRAFT FLIGHT INSTRUCTION

Note: Below is an example of contract terms for proposers to consider when preparing their proposals. Proposers may propose alternative terms or program structure for District consideration. The District retains the exclusive right to determine what terms and program structure it adopts with the selected proposer.

COAST COMMUNITY COLLEGE DISTRICT

(PROPOSED) AGREEMENT FOR CONTRACT EDUCATION SERVICES

AIRCRAFT FLIGHT INSTRUCTION

This Agreement for Contract Education Services (“Agreement”) is entered into by and between the Coast Community College District (Orange Coast College), located at 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, “District”, and __________________, hereinafter, “Company”. District and Company are referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, District is authorized by Section 55170 of Title 5 of the California Code of Regulations and Section 78021 of the California Educational Code to conduct Contract Instruction and Consultation Services to serve community needs; And

WHEREAS, Company desires to contract with the District to provide flight instruction and/or training services as identified herein.

THEREFORE, District and Company agree as follows:

1. The term of this Agreement shall be from ______________ through ______________, inclusive.

2. The classes to be offered are Private Pilot Flight Lab, APT A120, Instrument Pilot Flight Lab, APT A121, Advanced Pilot Flight Lab, APT A123, and Commercial Pilot Flight Lab, APT A124, and other classes that may be offered as agreed upon by the Parties. Orange Coast College students may elect to utilize District owned aircraft tied down at ________________ Airport at District rental rates, or Company aircraft at Company's published rental rates. The scope of instructional activities and course outline are set forth in Attachment “1” hereto.

3. The services shall be conducted by Company at____________________, located at ______________________, and at ____________________ Airport. Students successfully completing each class will receive college credit from Orange Coast College in accordance with policies of the District.

4. District agrees to pay the Company the amount of $________ per hour of flight instruction. Payment of this hourly rate is based on the Company providing training in
accordance with its FAA Part 141 approved syllabus, or under its published syllabus, which meets the requirements of FAR Part 61. Company agrees to submit completed, acceptable invoices, on a weekly basis, to District, at the address listed in Section 18 below, to the Attention of Dean of Technology. All payments are due and payable no later than 30 days after receipt of a complete invoice. A complete invoice includes an itemized account for each student and the instruction provided, supported with HOBBS receipts and/or other form of acceptable documentation that demonstrates training was provided to the student listed in the invoice. Invoices with duplicate submissions will be delayed and may be denied in part of entirety in order to preserve the assets of the District.

5. District agrees to pay Company an administrative fee of $__________, with one-half payable within 30 days of commencement of this Agreement, and one-half payable by ________________.

6. The fees charged for Orange Coast College student use of a ________________ Aircraft shall at the commercial rate published by ________________.

7. District and Company will provide administrative liaison to the other in the performance of this Agreement. The administrative contact for the District will be ________________ (714) 432-5605, Dean of Technology Programs, Orange Coast College. The administrative contact for the Company will be ________________, at ________________.

8. The Parties agree that they shall not unlawfully discriminate in the selection of any student considered for, or receiving instruction under this Agreement because of that student’s race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, veteran status, genetic information, and/or medical condition.

9. Company shall provide District with Individualized Orange Coast College student training data on a weekly basis, supported with either HOBBS receipts or other documentation acceptable to District, demonstrating that such training was provided. District will pay Company for all approved and verified flight instruction and rental of Company aircraft, excluding check rides. All fees associated with allowable, approved, and verified services under this Agreement will be deducted from student financial aid, Veteran’s Administration, or other student funds on account with the Orange Coast College Bursar's Office upon approval of submitted documentation.

10. **Indemnity:** Company agrees to indemnify, defend, and hold harmless District, its trustees, employees, and agents from any and all damages, claims, or any other action or liability arising from, or relating to Company's negligent or willful acts, or omissions, relating to services and obligations required by Company under this Agreement, and for the negligent or willful acts, or omissions, of such services by Company's employees, agents, and independent contractors. District agrees to indemnify, defend and hold harmless Company, its employees, and agents from any damage or claims resulting from the grossly negligent acts or omissions of District, its
employees, or agents, relating to the services and obligations required by District arising under this Agreement.

11. **Insurance**: Company agrees to carry a comprehensive general liability insurance, specific to aircraft operations liability, with limits of $2,000,000 per occurrence, combined single limit, with a minimum of $250,000 per/passerenger sublimit, for bodily injury and property damage in a form mutually acceptable to both parties to protect Company and District, to protect Company and District against liability or claims of liability which may arise out of this Agreement. No later than 7 days **prior** to start of this Agreement, Company shall provide District with certificates of insurance evidencing all coverage and endorsements including a required thirty day prior written notice of cancellation or reduction in coverage. Company agrees to name District and its officers, agents and employees as additional insureds under said policy. Company acknowledges and agrees that all flight instruction under this Agreement shall be conducted by Company's employees, and not by independent contractors. Company agrees to maintain, during all periods under this Agreement, workers’ compensation insurance for its flight instruction employees in amounts as required under California law.

12. **Assignment.** This Agreement shall not be assigned by Company without the prior written consent of District.

13. **Strict Compliance With Applicable Laws.** Company's performance of the services herein must at all times meet the approval of the District, and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Company agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now, and which may in the future, become applicable to Company, the conduct of Company's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

14. **District Right to Audit.** District may conduct periodic audits of Company records relating to the services contemplated by this Agreement. Company agrees to cooperate fully with any District audit of business records relating to the services provided under this Agreement, subject to District providing Company with no less than 10 days prior written notice of such audit occurring. E-mail communication to Company shall be considered effective written notice.

15. **Permits/Licenses.** Company shall require that all employees secure and maintain in force all such permits, licenses, and other certifications as may be required by law in connection with the furnishing of services pursuant to this Agreement.

16. **Entire Agreement.** This Agreement supersedes all prior Agreements, either oral or written between the Parties with respect to the subject of this Agreement. Each Party to this Agreement acknowledges that there has been no representations, inducements, promises or Agreements, oral or otherwise made by any Party, which is not embodied herein. All
amendments or modifications to this Agreement shall be in writing and signed by both Parties before each amendment or modification shall take effect.

17. **Certifications.** The Company personnel assigned to develop coordinate and conduct the flight training portion of education and/or service(s) provided for herein will be Federal Aviation Administration Certificated Flight Instructors, serving as employees of Company. All records shall be kept on file with District, along with documentation evidencing the experience and credentials of Company flight instructors and maintenance personnel.

18. **Changes in Scheduled Training.** Company shall communicate with the District administrator regarding any changes to the scheduled time, location or scope of the educational service agreed upon by the Company and the District, with at least 72 hours prior notice being required to change such scheduled training.

19. **Notice/Termination.** District and Company may terminate this Agreement upon 90 days prior written notice to the other Party. District and Company recognize that terminating classroom instructional activities prior to course instruction completion is not in the best interests of District's students. However, the Parties agree that Company may terminate this Agreement upon 10 days prior written notice to District should Company's employees be required to deploy for military operations during the term of this Agreement. Notwithstanding the foregoing, District has the right to immediately terminate this Agreement should Company's licensure or insurance requirements lapse or expire.

20. Each Party shall provide notice or communication required to be given under this Agreement in writing by: personal service; or by electronic mail (e-mail) delivery; or by First Class U.S. Postal Service mail, addressed to the other party as follows:

To College: Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92626
(714) 432-5605

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Director, District Risk Services

To Company:

And to such persons or places as either of the Parties may hereafter designate in writing. All such notices personally served or delivered by courier, or sent by electronic mail (e-mail) shall
be effective when received. All notices sent by U.S. Postal Service mail shall be effective three business days after deposit in the mail.

21. Each individual executing this Agreement on behalf of the Parties represent and warrant that he/she is duly authorized to execute this Agreement on behalf of their respective PARTY and that this Agreement is binding thereto.

COMPANY

___________________________
Name: ______________________
Title: ______________________
Date: ______________________
Social Security No. or Federal ID No.

COAST COMMUNITY COLLEGE DISTRICT

___________________________
Name: ______________________
Title: Chancellor, or President, Board of Trustees
Date: ______________________
ATTACHMENT 1 - SCOPE OF SERVICES - FLIGHT INSTRUCTION

1. Company is the flight training facility chosen by District ("Orange Coast College" or "OCC") for delivery of flight lab instruction (APT A120, APT A121, APT A122, APT A123, APT A124 and APT A125) to students enrolled in the OCC flight-training program.

2. Company is recognized as part of an accredited educational institution.

3. Company's FAR Part 141 approved training syllabus will be used for all flight instruction. For those ratings where there is no FAR Part 141 approved syllabus, the Company's published syllabus meeting the requirements of FAR Part 61 may be used in lieu of with the prior approval of OCC. Only Company's published and approved syllabi are recognized and approved by OCC.

4. APT A120 will be conducted in OCC owned aircraft at discounted rates to the maximum extent possible. The hourly rental rate for OCC owned aircraft is $_______. Students will have the option of scheduling Company aircraft at Company rates if they desire or if OCC owned aircraft are not available.

5. Company agrees to provide OCC a ____% reduction over the standard per person instructional rate, which shall equal $______ per hour.

6. Company agrees to manage the scheduling of OCC students and OCC owned aircraft using its standard online scheduling module.

7. All students receiving training will be previously approved by OCC.

8. Students will pay OCC for all approved flight training in accordance with published syllabi. Company will bill OCC on a monthly basis, and shall provide sufficient documentation to support such billing, at OCC's sole determination. Payment by OCC will be due within 30 days of a completed invoice in accordance with Section 8 above.

9. Company will provide the following training records of student activity to OCC on a weekly basis: Individualized OCC Student Training Totals, HOBBS receipts and/or other acceptable documentation to substantiate the training provided.

10. All training totals will reflect the aircraft the student operated along with current billing rates and Hobbs meter readings.

11. Company will provide OCC with detailed and individualized student training records on a monthly basis: Training receipts, Company Customer Balance Sheets, and Hobbs meter readings.

12. Company will notify OCC Dean, Technology, or designee, as soon as possible regarding the following:
   a. When OCC training aircraft are out of service for any reason.
   b. When a student fails to complete any stage check.
   c. When a student is not making appropriate progress.
PART B: AIRCRAFT MAINTENANCE & TIE-DOWN

Aircraft Maintenance & Tie-Down Services Sought: The District desires to obtain aircraft maintenance and tie-down services, including all for required inspections and mandated maintenance, that are completed in strict accordance with manufacturer, Federal Aviation Administration, and other regulatory/statutory requirements, so as to properly maintain the safety and airworthiness condition of four district-owned aircraft; Piper PA 28-150 FAA registry N43241; Piper PA 28-140 FAA registry N6985W, Piper PA 28-151 FAA registry N32251, and Piper PA 28R-180 FAA registry N117VR. These aircraft are essential to the District’s operation of its Aviation Science program and are to be primarily used as instructional craft for flight training leading to student completion of federally administered written exams for licensing as pilots. These aircraft will be tied-down at one or more locations.

The District is seeking a company that competently demonstrates the necessary specialized experience, technical expertise, and required resources to effectively complete the Services required by District, and agrees to provide these Services in a timely manner in strict conformance with the laws of the State of California, the requirements of the Federal Aviation Administration, and with any with any other applicable regulatory authority, and with the aircraft manufacturer’s recommendations. The paramount concern of the District is the safe operation of aircraft utilized by the students of Orange Coast College’s Aviation Programs. A substantial and material inducement to District will be the Company’s statements of its professional competence and experience.

1. Proposed Services

   A) Perform required and routine maintenance of District owned ensuring conformance with applicable statutes, regulations, and manufacturer recommendations in an expeditious and economical manner.

   B) Company personnel performing Services must hold and maintain all applicable licenses, permits, and/or certifications required by applicable federal, state, and local laws, statutes, regulations, and rules necessary for performance of proposed services.

   C) The following services will be expected: 100-Hour Inspections; 50-Hour Inspections; Annual Inspections; Tie-down services; Additional maintenance services and repair services as needed beyond required inspections; and replacement of industry standard “consumable” items.

2. Tie-Down of Aircraft at selected Proposer's location(s).

3. Insurance requirements include:

   A) Commercial General Liability Insurance in amounts acceptable to District

   B) Workers’ Compensation Insurance with an insurance company duly licensed and admitted by the State of California
(Proposed)

AIRCRAFT MAINTENANCE SERVICES AND TIE-DOWN AGREEMENT

Between

COAST COMMUNITY COLLEGE DISTRICT

and

__________________________________________

This Aircraft Maintenance Services And Tie Down Agreement ("Agreement") is entered into by Coast Community College District, a California public educational entity (hereinafter "District"), and __________________________, a California Corporation (hereinafter "Company"). District and Company may be referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, District desires to obtain aircraft maintenance and tie-down services, including all for required inspections and mandated maintenance, that are completed in strict accordance with manufacturer, Federal Aviation Administration, and other regulatory/statutory requirements, so as to properly maintain the safety and airworthiness condition of four aircraft (the “Services”):

(1) Piper PA 28-150 FAA registry N43241

(1) Piper PA 28-140, FAA registry N6985W

(1) Piper PA 28-151, FAA registry N32251

(1) Piper PA 28R-180, FAA registry N117VR;

WHEREAS, Company warrants and represents to District that Company has the necessary specialized experience, technical expertise, and required resources to effectively complete the Services required by District, and agrees to provide these Services in a timely manner in strict conformance with the laws of the State of California, the requirements of the Federal Aviation Administration, and with any with any other applicable regulatory authority, and with the aircraft manufacturer’s recommendations;

NOW, WHEREFORE, the Parties agree as follows:

ARTICLE II -- COMPANY’S SERVICES AND RESPONSIBILITIES.

1. Company shall timely, competently, and in conformance with all applicable statutes and regulations, provide those Services set forth in this Agreement.

2. Company covenants with District that it will perform maintenance of those aircraft set described in this Agreement and will apply the necessary professional skill required to perform Services to ensure conformance with applicable statutes, regulations, and manufacturer recommendations. Company shall use its best professional efforts to complete the Services in an expeditious and economical manner consistent with the interests and goals of District. Company agrees it shall take all special precautions necessary to protect Company’s
employees, District’s employees, students, and members of the public from risk of harm arising out the nature of the Services.

3. Company personnel performing Services shall hold and maintain during the term of this Agreement all applicable licenses, permits, and/or certifications required by applicable federal, state, and local laws, statutes, regulations, and rules, determined to be necessary for performance of Services under the Agreement.

ARTICLE III-- COMPENSATION

District agrees to pay Company for Services satisfactorily rendered pursuant to the following service rate schedule:

A. Labor costs (for maintenance actions other than inspections) will be billed at $_________ hourly.
B. Parts for the aircraft will be purchased from accredited vendors and billed at actual cost incurred by Company.
C. 100-Hour Inspections will be billed at a flat rate of $__________.
D. 50-Hour Inspections will be billed at a flat rate of $__________.
E. Annual Inspections will be billed at a flat rate of $__________.
F. Monthly tie-down fee of $_______ per/District aircraft, per month.
G. Company shall request prior authorization from the Dean of Technology when performing maintenance beyond required inspections and replacement of industry standard “consumable” items.

4. In the event it become necessary for Company to contract for maintenance provided by third-party personnel, Company will obtain approval from District before committing to such maintenance agreements.

5. Company shall provide monthly written invoices to District for all work performed under this Agreement. District shall endeavor to pay Company within 30 days following the receipt of complete invoices for services rendered, subject to District approving of work performed. A completed invoice is one in which non-duplicative services rendered is itemized, including the identification number of the aircraft for which services were rendered.

ARTICLE IV-- TERM, TERMINATION

1. This Agreement shall commence on ___________. This Agreement shall expire on ___________. This Agreement may be extended or modified by mutual written consent and the approval of each Party and their governing boards.

2. District, at any time, upon three days prior written notice, and with or without cause, may terminate this Agreement with Company. District shall compensate Company through the date of termination for those Services satisfactorily performed, as determined by
District. Electronic mail (e-mail) notice by District shall be deemed acceptable notice, sufficient to terminate further performance of Services by Company.

3. Upon termination of this Agreement for any reason (other than by expiration and full and satisfactory completion of Services), Company shall not be entitled to any unpaid fees or costs, excepting for those fees or costs for Services approved by District prior to such termination.

ARTICLE V -- INDEMNITY AND INSURANCE

1. Company agrees to indemnify, and to hold harmless, the District, its trustees, officers, employees, and agents from and against all forms of claims, damages, liabilities, costs, arising in law or in equity, including reasonable attorneys’ fees, and other legal expenses, including litigation expenses, arising from, or relating to the negligent or willful actions or negligent or willful omissions of Company, or of any Company employee, agent, or independent contractor. Company’s duty to indemnify and hold harmless District extends to any loss or claim arising from services performed by third parties on behalf of Company in Company’s performance of Services under this Agreement.

2. As a condition precedent to the validity of this Agreement, District requires Company to provide District with evidence of insurance, in the form of an insurance certificate and an endorsement, with such documents naming the Coast Community College District, its trustees, officers, employees and agents as additional insured. This insurance shall include:

   (a) Commercial General Liability Insurance (Occurrence Form) with limits of not less than $1,000,000.00 for each occurrence, $2,000,000.00 aggregate, with $250,000.00 coverage as to property damage including, but not limited to, personal injury liability, and broad form property damage liability covering the activities of Company under this Agreement. This policy shall be endorsed to name District and District's Board of trustees, officers, agents, and employees as additional insureds. Such endorsement shall be made on a current ISO endorsement form acceptable to District.

   (b) Workers' Compensation Insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law covering all personnel employed on the premises during the term of this Agreement whether said personnel are employed or contracted by Company.

ARTICLE VI -- INDEPENDENT CONTRACTOR

Company, in the performance of this Agreement, will determine the method, details, and means of performing the Services, and will at Company’s own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such Services. Company has no
authority to bind District. Company and District acknowledge that Company is an independent contractor with specialized skill and experience to perform the Services contemplated in this Agreement. Company assumes sole responsibility for the acts and/or omissions of its employees, agents, and independent contractors. Company is solely responsible for the payment of all federal, state and local taxes arising from, or relating to this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

1. A substantial and material inducement to District for entering into this Agreement are Company’s statements of its professional competence and experience. Neither this Agreement, nor any interest therein may be assigned by Company without the prior written consent of District, which consent may be withheld in District’s sole discretion.

2. This Agreement represents the entire integrated Agreement between District and Company and supersedes all prior negotiations, representations, or agreements, whether in written or oral form. This Agreement shall be amended only by a written instrument signed by both District and Company.

3. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of a third party against District.

4. Time is of the essence for Services performed under this Agreement.

5. District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement, whether a claim for such damages is based on warranty, contract, or tort even if the Parties are advised of the likelihood or possibility of the same.

6. District shall have the right to conduct periodic audits of Company records relating to the Services contemplated by this Agreement. Company agrees to cooperate fully with any District audit of business records relating to the services provided under this Agreement, subject to District providing Company with 10 days prior written notice of such audit. Electronic mail (e-mail) notification to Company shall be an acceptable form of notice.

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

8. In the event of any dispute, mediation, arbitration, or litigated proceeding between the Parties hereto arising out of or relating to this Agreement, including the necessity of either Party to defend any action arising from or relating to the Services under this Agreement, the prevailing party shall be entitled to have reasonable costs and expenses including reasonable attorneys’ fees, paid by the non-prevailing party, and any judgment, decision or award rendered shall specifically include such reasonable costs, expenses and attorneys’ fees as awarded to the prevailing Party.
9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, sent by electronic mail (e-mail) or sent by United States postal service, first class mail addressed to the other Party as follows:

TO DISTRICT:  
Orange Coast College  
Attn: Dean, Technology  
1370 Adams Avenue  
Costa Mesa, CA 92626

TO COMPANY:  

Any such notices personally served, delivered by courier, or electronically mailed shall be effective when received. All notices sent by U.S. postal service shall be effective three business days after being deposited in the U.S. mail. A Party may change its address for purposes of this paragraph by giving the other Party written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, District and Company have executed this Agreement as of the date of execution by the District below.

DISTRICT                     COMPANY

_________________________________________  ______________________________
Chancellor, or President, Board of Trustees  Name: ________________________
Name: ___________________________  Title: ________________________

Coast Community College District  Social Security No. or Federal ID No.

Dated: _______________  Dated: _______________________