

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
PURCHASE ORDER and AGREEMENT
GENERAL TERMS AND CONDITIONS**

APPLICABILITY: The following General Terms and Conditions (“Terms”) shall apply to any purchase order or agreement to which they are attached, whether physically or electronically (including when attached to an email or other electronic communication), or whenever the Terms are provided to Contractor in reference to one or more purchase order(s), agreement(s) or transaction(s). The Terms shall be binding on Contractor and, in the event of any inconsistency between the Terms and any other agreements, terms, conditions or writings (including terms or conditions stated in a contract, agreement or purchase order prepared in whole or in part by Contractor), the Terms shall control.

GENERAL: The services and/or goods set forth in this Purchase Order or Agreement shall be furnished by Contractor subject to the Terms. No other terms or conditions shall be binding upon the parties unless explicitly agreed to by both the San Diego Community College District (hereinafter referred to as “the District”) and the Contractor in writing. With regard to any deviation from the Terms, only written acceptance by an authorized representative of the District acting within the scope and extent of their authority shall constitute acceptance and be binding on the District.

TERMS

- 1.0 CONTRACTING OFFICER:** The District has designated the Director of Business Support Services.
- 2.0 ASSIGNMENT:** Contractor shall not delegate or assign any interest in this Purchase Order or any Agreement referenced within the Purchase Order, whether by operation of law or otherwise, without the prior written consent of the District.
- 3.0 PUBLICATION REPRODUCTION AND USE OF MATERIAL:** The Contractor agrees that all materials, reports or products in any form, including electronic, created by Contractor for which Contractor has been compensated by the District pursuant to this Purchase Order or Agreement shall be the sole property of the District; and may be used by the District for any purpose the District deems to be appropriate, including, but not limit to, duplication and/or distribution within the District or to third parties. Contractor agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the District.
- 4.0 HOLD HARMLESS/INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the San Diego Community College District, and its officials, agents, volunteers and employees (“indemnified parties”) from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Contractor’s performance under this contract, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, Contractor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, gross negligence, or sole negligence for which that indemnified party is legally responsible, arising out of or in any way relating to this Purchase Order or Agreement, including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the San Diego Community College District, Departments, their respective directors, officers, Board of Trustees, employees, agents and representatives in any such action or claim.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's

indemnification of the District. Contractor's obligations hereunder shall be satisfied when Contractor has provided to the District the appropriate form of dismissal (or similar document) relieving the District from any liability for the action or claim involved. The specified insurance limits required in this Purchase Order or Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the District. However, Contractor shall, if requested by the San Diego Community College District, defend using counsel approved by the District in its sole discretion.

4.1 Contractor's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to the District pursuant to this Purchase Order or Agreement. In the event of any such action or claim, Contractor shall provide immediate notice to the District of the action or claim. Contractor may defend or settle the action or claim as Contractor deems appropriate; however, Contractor shall be required to obtain for the District the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Purchase Order or Agreement.

5.0 WAIVER OF DEFAULT: Any waiver by the District of any breach of any one or more of the terms of this Purchase Order or Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Purchase Order or Agreement. Failure on the part of the District to require exact, full and complete compliance with any terms of this Purchase Order or Agreement shall not be construed as in any manner changing the terms or preventing the District from enforcement of the terms of this Purchase Order or Agreement.

6.0 AVAILABILITY OF FUNDING: The District obligation for payment of this Purchase Order or Agreement beyond the current fiscal year end is contingent upon and limited by the availability of District funding from which payment can be made. No legal liability on the part of the District shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, District shall immediately notify Contractor in writing; and this Purchase Order or Agreement shall be deemed terminated and have no further force and effect.

7.0 PERIOD OF PERFORMANCE: The period of performance is limited to both funding availability and fiscal year. Each Purchase Order or Agreement with a period of performance will have a written start date and end date. In no circumstance will a period of performance exceed five years. To ensure compliance with the period of performance limitations, any Contractor agreement provisions that stipulate an automatic renewal will not be accepted.

8.0 INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE: All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance) shall be subject to inspection and test by the District or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other District representative to permit him/her to determine the Contractor's conformity with the terms of this Purchase Order or Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Purchase Order or Agreement, the District shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of the Purchase Order or Agreement at no additional cost to the District. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the District shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of the Purchase Order or Agreement; and/or (2) reduce the Purchase Order or Agreement price to reflect the reduced value of the services performed or products provided. The District may also terminate this Purchase Order or Agreement for default and charge to Contractor any costs incurred by the District because of the Contractor's failure to perform.

8.1 Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Purchase Order or Agreement; and shall permit a District representative or other regulatory official to monitor, assess or evaluate Contractor's performance under this Purchase Order or Agreement at any time upon reasonable notice to Contractor.

9.0 TERMINATION: District may terminate this Purchase Order or Agreement without cause upon 30 days written notice served upon the Contractor stating the extent and effective date of termination.

9.1 The District may, upon five (5) days written notice, terminate this Purchase Order or Agreement for Contractor's default, if Contractor refuses or fails to comply with the terms of this Purchase Order or Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. In the event of termination for default, the District reserves the right to reprocure the goods or services and if the price for the reprocured item or service is more expensive, the Contractor will be required to pay the cost associated with the reprocured item or service.

9.2 After receipt of the notice of termination, Contractor shall:
(a) Stop all work under this Purchase Order or Agreement on the date specified in the notice of termination; and
(b) Transfer to the District and deliver in the manner as directed by the District any materials, reports or other products which, if the Purchase Order or Agreement had been completed or continued, would have been required to be furnished to the District.

9.3 After termination, the District shall make payment only for Contractor's performance, which met the Purchase Order or Agreement requirements, up to the date of termination in accordance with this Purchase Order or Agreement. Payment will be pro-rated based on milestones or deliverables achieved using the rates set forth in the executed Purchase Order or Agreement or proposal accepted by the District.

9.4 Contractor's rights under this Purchase Order or Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Purchase Order or Agreement by Contractor; or in the event of Contractor's unwillingness or inability for any reason whatsoever to perform the terms of this Purchase Order or Agreement. In such event, Contractor shall not be entitled to any further compensation under this Purchase Order or Agreement.

9.5 The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Purchase Order or Agreement.

10.0 DISPUTES: The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Purchase Order or Agreement which is not resolved by the parties shall be decided by the District's Director, Purchasing and Contract Services, who shall furnish the decision in writing. The decision of the District's Director, Purchasing and Contract Services shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Purchase Order or Agreement pending the resolution of a dispute.

10.1 Prior to the filing of any legal action related to this Purchase Order or Agreement, the parties shall be obligated to attend a mediation session in San Diego County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11.0 ALTERATION OR CHANGES TO THE AGREEMENT: The Board of Trustees and the Director of Business Support Services,, are the only authorized District representatives ("authorized representatives") who may, make modifications or alterations to this Purchase Order or Agreement, provided, however, that any such modification(s) or alteration(s) shall be in writing and signed by one of the authorized representatives. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Purchase Order or Agreement, an equitable adjustment shall be made in the Purchase Order or Agreement price or delivery schedule, or both, and the Purchase Order or Agreement shall be modified by written amendment accordingly. Where any such modification or alteration is foreseeable or known to Contractor prior to delivery of goods or services, any change in the price,

delivery schedule or time for performance shall be negotiated and set forth in writing prior to commencement of performance or delivery.

11.1 Any claim by the Contractor for additional payment related to this Purchase Order or Agreement shall be made in writing by the Contractor within 30 days of when the Contractor has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the Contractor. If the District Director, Purchasing and Contract Services decide that the facts provide sufficient justification, he may authorize additional payment to the Contractor pursuant to the claim. Nothing in this section shall excuse the Contractor from proceeding with performance of the Purchase Order or Agreement even if there has been a change.

12.0 INDEPENDENT CONTRACTOR: The Contractor is, for purposes relating to this Purchase Order or Agreement, an independent CONTRACTOR and shall not be deemed an employee of the District. It is expressly understood and agreed that the Contractor (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which the District employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Contractor shall hold the District harmless from any and all claims that may be made against the District based upon any contention by a third party that an employer-employee relationship exists by reason of this Purchase Order or Agreement. It is further understood and agreed by the parties that the Contractor in the performance of this Purchase Order or Agreement is subject to the control or direction of the District merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

13.0 SUBCONTRACT FOR WORK OR SERVICES: No contract shall be made by the Contractor with any other party for furnishing any of the work or services under this Purchase Order or Agreement without the prior written approval of the District; but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned under this Purchase Order or Agreement, or for parties named in the proposal and agreed to under this Purchase Order or Agreement.

14.0 INTEREST OF CONTRACTOR: Contractor shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The Contractor warrants that it has good title to all materials or products used by Contractor or provided to the District pursuant to this Purchase Order or Agreement, free from all liens, claims or encumbrances. All goods delivered to the District will be new, unused, and suitable for use as intended. No "grey market" items are to be delivered to the District.

15.0 CONDUCT OF CONTRACTOR: The Contractor covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance under this Purchase Order or Agreement. The Contractor further covenants that no person or subcontractor having any such interest shall be employed or retained by Contractor under this Purchase Order or Agreement. The Contractor agrees to inform the District of all the Contractor's interests, if any, which are or may be perceived as incompatible with the District's interests.

15.1 The Contractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Purchase Order or Agreement.

15.2 The Contractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to District employees. A request from a District employee for a gift, gratuity, favor, or entertainment shall be immediately brought to the attention of Purchasing and Contract Services at Purchase@sdccd.edu.

16.0 NON-DISCRIMINATION: CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group

identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Purchase Order or Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

17.0 DISALLOWANCE: In the event the Contractor receives payment under this Purchase Order or Agreement which is later disallowed by the District for nonconformance with the terms of the Purchase Order or Agreement, the Contractor shall promptly refund the disallowed amount to the District on request; or at its option the District may offset the amount disallowed from any payment due to the Contractor.

18.0 GOVERNING LAW/SEVERABILITY: This Purchase Order or Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Purchase Order or Agreement shall be filed only in the Superior Court of the State of California located in San Diego, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Purchase Order or Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19.0 INSURANCE: Without limiting or diminishing the Contractor's obligation to indemnify or hold the District harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Purchase Order or Agreement:

19.1 WORKER'S COMPENSATION: If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the San Diego Community College District, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

19.2 COMMERCIAL GENERAL LIABILITY: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the San Diego Community College District, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit/\$2,000,000 annual aggregate

19.3 VEHICLE LIABILITY: If vehicles or mobile equipment are used in the performance of the obligations under this Purchase Order or Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Purchase Order or Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the San Diego Community College District, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

19.4 PROFESSIONAL LIABILITY INSURANCE (If applicable): Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Purchase Order or Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Purchase Order or Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Purchase Order or Agreement; or 3)

demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Purchase Order or Agreement.

19.5 GENERAL INSURANCE PROVISIONS – ALL LINES:

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the District Risk Manager before the commencement of operations under this Purchase Order or Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the District, and at the election of the District's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Purchase Order or Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the San Diego Community College District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the San Diego Community College District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Purchase Order or Agreement shall terminate forthwith, unless the San Diego Community College District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the District has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The District's Reserved Rights--Insurance. If, during the term of this Purchase Order or Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the District reserves the right to adjust the types of insurance required under this Purchase Order or Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Purchase Order or Agreement.

g) The insurance requirements contained in this Purchase Order or Agreement may be met with a program(s) of self-insurance acceptable to the District.

20.0 AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH: Contractor shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Purchase Order or Agreement.

21.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES: Nothing in this Purchase Order or Agreement shall prohibit the District from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the District to be in its best interest. The District reserves the right to purchase more or less than the quantities specified in this Purchase Order or Agreement.

22.0 LICENSING AND PERMITS: Contractor shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the District. Contractor warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Purchase Order or Agreement as required by the laws and regulations of the United States, the State of California, the County of San Diego and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Purchase Order or Agreement.

23.0 OSHA Regulations: Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.0 CONFLICT OF INTEREST: Contractor shall comply with all applicable Federal, State and local laws and regulations. Contractor will comply with all applicable District policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Contractor shall comply with the more restrictive law or regulation.

25.0 CONTRACTOR'S RESPONSIBILITY: Contractor represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Purchase Order or Agreement and the District relies upon this representation. Contractor shall perform to the satisfaction of the District and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California. Acceptance by the District of the Contractor's performance under this Purchase Order or Agreement does not operate as a release of Contractor's responsibility for full compliance with the terms of this Purchase Order or Agreement.

25.1 The Contractor shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Purchase Order or Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; District information or data which is not subject to public disclosure; District operational procedures; and knowledge of selection of Contractors, subcontractors or suppliers in advance of official announcement.

25.2 The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Purchase Order or Agreement, except for general statistical information not identifying any person. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Purchase Order or Agreement. The Contractor shall promptly transmit to the District all third party requests for disclosure of such information. The Contractor shall not disclose, except as otherwise specifically permitted by this Purchase Order or Agreement or authorized in advance in writing by the District, any such information to anyone other than the District. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

25.3 The Contractor is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

26.0 FORCE MAJEURE: If either party is unable to comply with any provision of this Purchase Order or Agreement due to causes beyond its reasonable control, and which could not have been reasonably

anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

27.0 EDD REPORTING REQUIREMENTS: In order to comply with child support enforcement requirements of the State of California, the District may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The Contractor agrees to furnish the required data and certifications to the District within 10 days of notification of award of Purchase Order or Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the Contractor to timely submit the data and/or certificates required may result in the contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Purchase Order or Agreement, If Contractor has any questions concerning this reporting requirement, please call (916) 657-0529. Contractor should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28.0 ACCESSIBILITY: Contractor hereby warrants the products and services to be provided under this Purchase Order or Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Contractor further agrees to indemnify and hold harmless the San Diego Community College District using the contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Purchase Order or Agreement.