

RESEARCH FOUNDATION GENERAL PROVISIONS  
for  
ACQUISITION OF GOODS  
12/10/2014

**1) Definition**

Throughout this document, the following words have the following meanings.

- a) "Research Foundation" shall mean California State University, Long Beach Research Foundation.
- b) "Contractor" shall mean the person or entity providing goods or services to Research Foundation.
- c) "The Parties" shall mean "Research Foundation" and "Contractor."
- d) "University" shall mean California State University, Long Beach.

**2) Commencement of Work**

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer

**3) Entire Agreement, Modification & Integration**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party. No modification, alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.





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\*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance. With Research Foundation's approval, the Contractor may delegate the responsibility to provide this additional coverage, as

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### 20) Delivery

Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the Research Foundation shall not be required to make any payment for the excess deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the Research Foundation at law or in equity.

### 21) Substitutions

Substitution of Deliverables may not be tendered without advance written consent of the Research Foundation. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Research Foundation.

### 22) Inspection, Acceptance and Rejection

Unless otherwise specified in the Statement of Work all deliverables may be subject to inspection and test by the Research Foundation.

### 23) Taxes, Fees, Expenses, and Extras

- a) Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold Research Foundation are exempt from certain Federal Excise Taxes. Research Foundation will furnish an exemption certificate on request.
- b) Unless specified otherwise, prices quoted shall include all required and applicable taxes.
- c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by Research Foundation unless expressly included and itemized in the Contract. Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50. On "FOB Shipping Point" transactions, should any shipments under this Contract be received by Rixes52ppill2.6 (r)n03 (r)4.6 es52(x)-0.pay, aat1 (ss)1 (g)6.2 (

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- c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

### 32) Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and, (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed or resulting Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and,
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Note: Authority Cited: Government Code Section 8350-8357.

### 33) Forced, Convict, Indentured and Child Labor

By accepting a contract with Research Foundation, Contractor:

- a) Certifies that no equipment, materials, or supplies furnished to Research Foundation pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of childr(or)2.6 n(s)10.4 ( f)8.70 Td[(C)7ren L97 ( or)28 (a)2 (t)2.f8 (on)-9.1 ( o)1.9 (r)4.6 ( D