

**ATTACHMENT
BULLETIN 99-06
GENERAL PROVISIONS FOR COMMODITY AND SERVICE ACQUISITIONS
CRL 020
Revision 1/29/99**

Revised Clauses:

1. Governing Law: All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Contractor shall comply with any State or federal law applicable to Contractor's performance under this Contract. *The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.*

6. Discounts, Invoices, and Payments: In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the University, time will be computed from date of delivery of the commodities as specified, or from date correct invoices are received in the office specified by the University if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the University, date of delivery shall mean the date the supplies, equipment or services are accepted by the University following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the University warrant or check.

The Contractor shall submit invoices to the University for payment of goods and services rendered. ~~Invoices for purchases of products and associated fees are not due and payable until successful completion of any applicable acceptance testing. Unless invoice payment deadlines are otherwise specified in the bid solicitation, purchase order, or contract, the provisions of Sections 926.15 and 926.17 of the California Government Code concerning payment deadlines and penalties shall prevail.~~ *Payment shall not be due until the later of: (a) the date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice. Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et seq., as applicable.*

21. Violation of Air or Water Pollution Laws: Unless the Contract is less than ~~\$5,000~~ *\$10,000* or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. If such determination is final, Government Code Section 4481 requires the State Water Resource Control Board and the Air Resources Board to notify State agencies of such persons.

Prior to an award, the University shall determine whether the intended awardee is a person included in notices from the Boards by reference to notices. No award will be made to a person who is identified either by the published notices or by

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Board notification as a person in violation of State or federal air or water pollution control laws.

30(b) Patent, Copyright, and Trade Secret Indemnity:

Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the University shall permit the Contractor at its option and expense either to procure for the University the right to continue using the product, or to replace or modify the same so that they become non-infringing. If ~~neither or none of~~ these options can reasonably be taken, or if the use of such product by the University shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the University in procuring a substitute product. If, in the sole opinion of the University, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the University shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the University has paid Contractor less any reasonable amount for use or damage.

New Clauses:

38 Americans With Disabilities Act (ADA) – General Provisions: Contractor assures the University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

39 Bid Evaluation Preferences: In evaluating bids, the University will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area Act (LAMBRA), the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycle products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the University will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

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40 *Child Support Compliance Act:* For any contract in excess of \$100,000, the contractor acknowledges in accordance with PUBLIC CONTRACT CODE Section 7110, that:

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

41 *Recycling:* Contractor hereby certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies offered, or products used in the performance of this contract meet or exceed the minimum percentage of recycled material as defined in Sections 12161 and 12205 of the PUBLIC CONTRACT CODE.