

## Attachment A – Sample Services—Short Form Agreement

SUPERIOR COURT OF CALIFORNIA, COUNTY

### SERVICES—SHORT FORM AGREEMENT rev 5-4-15

AGREEMENT NUMBER <b>10-2021-XXXX-O</b>
---

1. In this agreement (the "Agreement"), the term "Contractor" refers to **XXXXXXXX**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.

---

2. This Agreement becomes effective as of **XXXXX**, (the "Effective Date") and expires on **XXXXX**. This Agreement shall automatically renew for additional one-year terms through June 30, 2026.

---

3. The maximum amount that the Court may pay Contractor under this Agreement is \$XXXXX (the "Maximum Amount") for the initial term and \$XXXX for each additional one-year term at the rates detailed in Exhibit B – Response to RFQ 10-2021-UNIFORMS, RFQ Detail Sheet.

---

4. This Agreement incorporates and the parties agree to the attached provisions labeled "Exhibit A - Services—Short Form Agreement Terms", "Exhibit B – Response to RFQ 10-2021-UNIFORMS, RFQ Detail Sheet", and "Exhibit C – Vendor/Contractor Access Policy." This Agreement represents the parties' entire understanding regarding its subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

5. Contractor will perform the following services (the "Services"), and deliver the following work product (the "Work Product"):

**Services:**

Description of Services	Provide rental services for uniforms and mats as described in Exhibit B.
Completion Date	Products will be picked up and cleaned at intervals of monthly for mats and weekly for uniforms, and returned to the Court by Contractor.
Acceptance Criteria	Any items found not clean upon return will be returned for cleaner replacements; any products in need of repair will be repaired or replaced by Contractor.

**Work Product:**

Description of Work Product	See Exhibit B – Response to RFQ 10-2021-UNIFORMS, RFQ Detail Sheet.
Acceptance Criteria	Any items found not clean upon return will be returned for cleaner replacements; any products in need of repair will be repaired or replaced by Contractor.

6. The Court's project manager is: **Fenix Batista, Facilities Manager**

---

7. The Court will pay Contractor as follows: **See Exhibit A, Services—Short Form Agreement Terms, Item C.**

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>Superior Court of California, County of Fresno</b>	<small>CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</small> <b>[Vendor Name]</b>
<small>BY (Authorized Signature)</small> 	<small>BY (Authorized Signature)</small> 
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Dawn Annino, Assistant Court Executive Officer</b>	<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>[Name and title]</b>
<small>DATE EXECUTED</small>	<small>DATE EXECUTED</small>
<small>ADDRESS</small> <b>Accounts Payable                      1100 Van Ness Avenue                      Fresno CA 93724-0002</b>	<small>ADDRESS</small> <b>[Address]</b>

**Exhibit A**  
**Services – Short Form Agreement Terms**

**A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor’s performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

**B. ACCEPTANCE.** All Services and Work Product are subject to written acceptance by the Court. The Court may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Court does not signify acceptance of the Services or Work Product.

**C. INVOICES, PAYMENT AND SETOFF.** After the Court has accepted Services and Work Product, Contractor will send one original correct, itemized invoice for the accepted Services and Work Product to “Accounts Payable” at [accounts\\_payable@fresno.courts.ca.gov](mailto:accounts_payable@fresno.courts.ca.gov). Contractor’s invoice will be Contractor’s standard bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor’s name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Work Product delivered. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. Payment will follow within 45 business days of receipt of proper invoice. If the Court rejects any Services or Work Product after payment to Contractor, the Court may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the Court’s request. Unless Contractor is a governmental entity, the Court will take no action on invoices submitted before Contractor has completed the Court’s standard payee data record form, which Contractor may obtain from the Court. Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

**D. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, (ii) not infringe any third party’s rights, including intellectual property rights, (iii) be fit for the purposes intended by the Court, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

**E. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor’s additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court’s authorized representative.

**F. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.

**G. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS’ FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.

**Exhibit A**  
**Services – Short Form Agreement Terms**

**H. TERMINATION.** The Court may terminate all or part of this Agreement for convenience at any time by giving 30 days' written notice to Contractor. If the Court terminates this Agreement for convenience, the Court's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Court's directions as to work in progress and the delivery of completed or partially-completed Work Product.

**I. INSURANCE.** Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

**J. REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

**K. ANTITRUST.** Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

**L. MISCELLANEOUS.** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions,

**Exhibit A**  
**Services – Short Form Agreement Terms**

governs this Agreement. In this Agreement, “including” means “including but not limited to.” The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Fresno County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party’s waiver of enforcement of any of this Agreement’s terms or conditions will be effective only if it is in writing. A party’s specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Court’s prior written approval, which may be denied for any or no reason.

**M. BACKGROUND CHECKS AND BADGES.** Contractor shall provide all releases, waivers, and permissions the Court may require for background checks. Contractor understands all background checks and badges will be conducted and processed by the Court or the Court’s chosen agency at Contractor’s expense. Contractor shall not assign personnel who refuse to undergo a background check or whose background check results are unacceptable to the Court. Contractor, Contractor’s employees and subcontractors shall adhere to Exhibit C, Vendor/Contractor Access Policy.

**N. SWEATSHOP LABOR.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or 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 children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the Court

**O. COUNTERPARTS.** This Agreement may be executed via electronic transaction (documents scanned and sent via email) and will have the same effect and validity as signed original counterparts.

**Exhibit B**  
**Response to RFQ 10-2021-UNIFORMS**  
**RFQ Detail Sheet**

The awarded vendor's response will be  
inserted here.

**Exhibit C**  
**Vendor/Contractor Access Policy**

**Superior Court of California, County of Fresno**  
**Policy**

**Vendor/Contractor Access, Keys, Codes & Identification Badges**

---

It is the policy of the Superior Court of California, County of Fresno (Court) to ensure that all court facilities are as safe and secure as practical for all those who work in or visit the Court. In an effort to ensure the safety and security of all court facilities, vendors and contractors and their employees who are selected to provide services requiring access to private or public spaces within court facilities shall be required to submit to thorough background screenings. All costs related to vendors, contractors and their employees background screening, and identification badges, will be borne by the vendor or contractor unless otherwise agreed to by the Court.

Access to the Superior Court of California, County of Fresno, is at the sole discretion of the Court.

The Facilities Division (Division) of the Court shall be responsible for ensuring that the selected contractor or vendor and its employees are properly screened, provided identification badges, and access instructions. The Division must also approve all service delivery schedules and will interact with the vendor or contractor and their employees on all issues related to access to court facilities. In so doing, the Division shall maintain a written/electronic record identifying who has been granted access and the date access was granted or removed.

Upon award and prior to the commencement of any work, the vendor or contractor shall submit an accurate listing of all their employees needing access to or within court facilities for background screening by the Court on the court's Facilities Access Request Form. The Court shall conduct the screening and provide the outcome to the vendor or contractor prior to the start of any work.

The vendor or contractor is responsible for the security of all keys, electronic access and identification badges issued to themselves or their employees. These items shall not be shared with or provided to others without prior approval from the Court Facilities Director or his/her designee. Misuse of issued keys, codes, or identification badges may lead to suspension of privileges.

Keys, codes and identification badges are the sole property of the Court. Loss of any key, code or identification badge shall be reported immediately to the Court Facilities Division.

**Exhibit C**  
**Vendor/Contractor Access Policy**


Vendors and contractors will be required to provide a report of the loss of a key or keys from a law enforcement agency prior to replacement of their issued keys. Costs for replacement of lost identification badges shall be the sole responsibility of the vendor or contractor.

All court issued keys, codes, and identification badges shall be returned to the **Court Facilities Division within five (5) working days of the projects conclusion or expiration of the contract.**

Vendors and contractors and their employees shall wear their issued identification badges, in a conspicuous manner, at all times while working in or at court facilities.

Policy Approved:

  
\_\_\_\_\_  
Sheran L. Morton, Court Executive Officer

  
\_\_\_\_\_  
Date

**Exhibit C**  
**Vendor/Contractor Access Policy**

**EVALUATION CRITERIA:**

The Court will review the results of background screenings using the following evaluation criteria.

Applicants are not suitable for access to private areas of court facilities if the results of an applicant's background check reveal any of the following:

- A felony conviction of any kind; or
- Any misdemeanor conviction or charge pending court disposition involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, gang activity, drugs (excluding certain misdemeanor marijuana convictions more than two years from the date of such conviction, as specified in California Labor Code section 432.8), or moral turpitude.
- Crimes of moral turpitude (that are not already described in the criteria above)
- Assaultive crimes involving false imprisonment, discharging a firearm, and shooting at an inhabited dwelling.
- Drug crimes involving maintaining a drug house, possessing heroin for sale, possessing marijuana for sale, selling drugs, and transporting a controlled substance.
- Escape crimes involving escape with or without violence and evading a peace officer.
- Property crimes involving arson, forgery, and receiving stolen property.
- Sex crimes involving indecent exposure, lewd acts on a child, pimping and pandering, and rape.
- Weapon crimes involving possessing or conspiring to possess an illegal firearm and possessing a deadly weapon with intent to assault.
- Other crimes involving bribery, extortion, kidnapping, perjury, and terrorist threat.

The following will be reviewed on an individual basis to determine suitability for access to a court facility:

- Misdemeanor convictions greater than 10 years old;
- Misdemeanor arrests, infractions, and/or convictions within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor's suitability for access; or Felony arrests.