

REQUEST FOR QUOTE

Quote No. 10-2024-WATER

Closing Date: May 2, 2025, 4:00 P.M. (PDT)

The Superior Court of California, County of Fresno (Court), is seeking a qualified vendor to provide **water delivery service for multiple locations** as specified on Attachment A, Description of Services and Attachment B, RFQ Bid Sheet (Quote).

GENERAL PROVISIONS

1. Quotes must be submitted using Attachment B.
2. Quotes must include all costs – e.g., shipping and tax. Costs not included in the submitted Quote will be ineligible for payment. F.O.B. point shall be destination.
3. It is the Court's intent to contract with the successful bidder for a term of one (1) year effective July 1, 2025. The Agreement may be renewed for four (4) one-year periods, based on the mutual written consent of all parties.
4. The Court will award the contract to the vendor providing the best value.
5. The awarded vendor will be required to sign a Services—Short Form Agreement (see Attachment D for a sample).
6. All correspondence, including questions regarding this solicitation, shall be submitted in writing to the solicitations box (solicitations@fresno.courts.ca.gov).
7. Final quotes shall be submitted to the solicitations box (solicitations@fresno.courts.ca.gov). Quotes submitted after the closing date and time listed above will not be considered. Incomplete quotes may be grounds for rejection of the submitted quotes.
8. The Court may cancel this RFQ for any or no reason after the due date and time listed above. The Court may reject all quotes and cancel this RFQ if the Court determines that: 1) the quotes received are not competitive; 2) the cost is not reasonable; 3) the cost exceeds the amount expected; or 4) awarding the quote is not in the best interest of the Court.
9. All bidders must sign and submit a Darfur Certification (Attachment E).

NOTICES

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and nonresponsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is **April 30, 2025**.

Attachments:

- Attachment A, Description of Services
- Attachment B, RFQ 10-2024-WATER Bid Sheet
- Attachment C, Current Water Schedule
- Attachment D, Sample Services—Short Form Agreement
- Attachment E, Darfur Contracting Act Certification

Attachment A
DESCRIPTION OF SERVICES

1. Contractor Services and Responsibilities

- a. The Contractor will provide full water delivery services (Services) to various court buildings with multiple stops within each building. Full water delivery services include:
 - i. Delivery of water bottles every two weeks (bi-weekly).
 - ii. Removal of empty water bottles.
 - iii. Water dispenser rentals.
- b. Services will be provided on an agreed-upon schedule that details the address, building, and number of specified sites within each building location. See Attachment C, Current Water Schedule.
- c. Services are to be provided during court days and hours. Court days and hours are Monday to Friday, 8:00 a.m. to 4:00 p.m. The Court is closed and services will not be scheduled on judicial holidays, as set forth on the Court's website.
- d. Water shall be safe, potable, and compliant with all relevant local, state, and federal regulations regarding fitness for human consumption.
- e. Water shall be in sealed, spill-proof, non-breakable, sterilized bottles with no added ingredients, with the exception of optional safe and suitable disinfectants and/or minerals.
- f. Water bottle crates/storage shelves will be provided for each location as requested.
- g. Water cooler dispensers must dispense hot and cold water.
- h. Any water cooler model(s) with automatic heating shall have an automatic shut-off when the hot water tank is empty or the designated temperature is reached.
- i. In the event a water bottle or dispenser is damaged due to no fault of the Court, the Contractor will repair or replace the same at no cost to the Court. Repairs or replacements must be made or delivered within 3 court days from notice to the Contractor.
- j. The Contractor will accommodate any new service requests within the noted timeframe on the RFQ Bid Sheet. Any new dispenser requests at new sites or locations will be at the price noted in this RFQ. The Contractor will accept new dispenser requests from the Court Facilities Director or Supervisor only.
- k. The Contractor will accept any cancellation of services from the Court Facilities Director or Supervisor only. The Contractor will retrieve the dispenser(s) within one week after the cancellation date, and will stop all billing at that location on the cancellation date.
- l. The Contractor is responsible for timely and efficient deliveries with minimal disruptions to court operations.
- m. All deliveries shall be F.O.B. destination.
- n. The initial unit installation and services shall be completed within fourteen (14) court days from the last authorized signature date on the contract. Any extensions will require the written consent of the Court Facilities Director or Supervisor.
- o. The Contractor will report any safety concerns immediately and no later than one day to the Court Facilities Director or Supervisor.

2. Court Responsibilities

- a. The Court will provide an initial water service schedule noting the building names, addresses, floors, and room numbers for water dispensers needed. Any changes to the schedule will be made as noted in 2 (e).
- b. The Court will provide parking and access to the facilities that are to be serviced under this contract. The truck clearance for this access is 9'6".
- c. The Court will work with the Contractor to resolve any safety concerns.
- d. The Court will contact the Contractor for any, without limitation, service requests for dispenser repair (to include leaking, temperature, etc.), dispenser replacement, or for correction of any issues causing diminished water quality.
- e. The Court will call the Contractor for any new service requests or for any cancellation of services.

**Attachment B
RFQ 10-2024-WATER BID SHEET**

Quotes provided will be good for 90 days from the RFQ due date of **May 2, 2025**.

Company Name	
Address	
Contact Name and Title	
Contact Phone Number	
Contact Email Address	

See Attachment C for the Current Water Schedule. The final agreed-upon schedule will be finalized with the awarded vendor. There shall be no deposit or minimum order quantities required.

Description	Bi-Weekly Cost
Five (5) gallon bottled water	
Hot/cold dispenser rental fee (top load)	
Hot/cold dispenser rental fee (bottom load)	
Description	Cost Per Case
Case of 24 – 8 Oz. Bottled Mountain Spring Water	
Case of 24 – 8 Oz. Bottled Purified Water	
Case – 16.9 Oz. Bottled Purified Water	

Fee Description (e.g. startup fee, service fee, fuel surcharge, handling charge, annual increase %)	One-Time Fee	Recurring Fee	If recurring, what is the frequency? (e.g. per pick-up, per delivery, per location, weekly, monthly, annually?)

Advance Notice Needed for Additional Service or Change of Scheduling (e.g. one day, one week, two weeks)	
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Special Instructions: The prices on this RFQ Bid sheet are the firm fixed prices for the initial term of the agreement. This contract will have an initial term of one (1) year with four (4) one-year options to renew. Any costs not listed on this Quote will not be honored or included in the resulting contract and will not be paid.

Submit all bids to: solicitations@fresno.courts.ca.gov no later than **4 p.m., Friday, May 2, 2025**.

Authorized Printed Name:	
Authorized Signature:	
Signature Date:	

**Attachment C
CURRENT WATER SCHEDULE**

Courthouse	Courthouse Address	Total # of Coolers	Average # of Bottles Per Location/Month	
ARCHIVES	1963 E Street, Fresno, CA 93706	1	10	
MAIN / FL B2	1100 Van Ness Avenue, Fresno, CA 93724	4		
MAIN / FL B1	1100 Van Ness Avenue, Fresno, CA 93724	5		
MAIN / FL1M	1100 Van Ness Avenue, Fresno, CA 93724	1		
MAIN / FL 1	1100 Van Ness Avenue, Fresno, CA 93724	1		
MAIN / FL 2	1100 Van Ness Avenue, Fresno, CA 93724	3		
MAIN / FL 3	1100 Van Ness Avenue, Fresno, CA 93724	5		
MAIN / FL 4	1100 Van Ness Avenue, Fresno, CA 93724	7		
MAIN / FL 5	1100 Van Ness Avenue, Fresno, CA 93724	5		
MAIN / FL 6	1100 Van Ness Avenue, Fresno, CA 93724	3		
MAIN / FL 7	1100 Van Ness Avenue, Fresno, CA 93724	3		
MAIN / FL 8	1100 Van Ness Avenue, Fresno, CA 93724	3		185
JAIL	1265 M Street, Fresno, CA 93721	2		5
TRAFFIC	2317 Tuolumne Street, Fresno CA 93721	7	55	
SISK / FL 1	1130 O Street, Fresno, CA 93721	2		
SISK / FL 2	1130 O Street, Fresno, CA 93721	6		
SISK / FL 3	1130 O Street, Fresno, CA 93721	5		
SISK / FL 4	1130 O Street, Fresno, CA 93721	6		
SISK / FL 5	1130 O Street, Fresno, CA 93721	5		120
JJC / FL 2	3333 E. American Avenue, Suite A, Fresno, CA 93725	3	20	

Totals 77

395

**Attachment D
Sample Services – Short Form Agreement**

SERVICES—SHORT FORM AGREEMENT rev Dec. 2023

AGREEMENT NUMBER [Agreement Number]

- In this agreement ("Agreement"), the term "Contractor" refers to **[Contractor name]**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.
- This Agreement becomes effective **July 1, 2025**, ("Effective Date") and expires on **June 30, 2026**. This Agreement includes four (4) one-year options to extend through **June 30, 2030**.
- The Court does not guarantee any minimum or estimated usage amount. The prices listed in Exhibit B, Response to RFQ 10-2024-WATER Bid Sheet, are firm fixed amounts agreed to by the parties.**
- This Agreement incorporates and the parties agree to the attached provisions labeled "Exhibit A – Description of Services", "Exhibit B – Response to RFQ 10-2024-WATER Bid Sheet" and "Exhibit C – Services—Short Form Agreement Terms." This Agreement represents the parties' entire understanding regarding its subject matter.

- The Contractor will perform the following services ("Services") and deliver the following work product ("Work Product"):



Services:

Description of Services	Deliver water bottles, pick up empty bottles and provide water dispensers to multiple court locations in accordance with Exhibit A, B and C.
Completion Date	Deliveries must be made in accordance with Exhibits A and B.
Acceptance Criteria	Timely and efficient delivery of water bottles and dispensers with minimal disruptions to court operations.

Work Product:

Description of Work Product	Bottled water and water dispensers.
Delivery Date	Initial water dispensers must be delivered within fourteen (14) court days from the last contract signature date. Add-ons must be delivered in accordance with Exhibit A.
Acceptance Criteria	Water quality must be safe, potable and compliant with all relevant local, state, and federal regulations. Water dispensers must be in good, reliable, and safe working order.

- The Court's project manager is: **[Insert project manager's name.]**
- The Court will pay the Contractor as follows: **within 45 calendar days of invoice, pursuant to paragraph C of Exhibit C.**

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Fresno	CONTRACTOR'S NAME (If Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) [Contractor name]
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Dawn Annino, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS Accounts Payable 1100 Van Ness Avenue, 8th Floor Fresno CA 93724-0002	ADDRESS [Address]

Description of Services

Attachment A, Description of Services from RFQ 10-2024-WATER will be inserted here.

Exhibit B
RFQ 10-2024-WATER Bid Sheet

The awarded vendor's Attachment B, RFQ Bid Sheet
will be inserted here.

Exhibit C
Services—Short Form Agreement Terms

A. PERFORMANCE AND DELIVERY. The Contractor will perform the Services and deliver all Work Product as specified in this Agreement. Time is of the essence in the 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, the 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." The Contractor's invoice will be on the Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) the 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, the Contractor will promptly correct any inaccuracy and resubmit the invoice. If the Court rejects any Services or Work Product after payment to the 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 the Contractor pursuant to this Agreement or otherwise, and (c) requiring the Contractor to refund the overpayment within thirty (30) days of the Court's request. Unless the Contractor is a governmental entity, the Court will take no action on invoices submitted before the Contractor has completed the Court's standard payee data record form, which the Contractor may obtain from the Court. The Contractor must include with any request for reimbursement from the Court a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If the Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, the Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and the Contractor will provide those records to the Attorney General upon request.

D. WARRANTIES. The 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. The Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the Court, (iv) comply with the requirements of the Agreement, and (v) be in compliance with all applicable laws, rules and regulations.

E. CHANGES. The Contractor may not alter, add to, or otherwise modify this Agreement. The 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 both parties' authorized representative.

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

G. INDEMNITY. THE 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 THE 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.

H. TERMINATION. The Court may terminate all or part of this Agreement for convenience at any time by giving 30 day's written notice to the 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. The Court will not pay the Contractor for any pick-up fees of bottles and dispensers. 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, the Contractor will, unless otherwise directed, cease work. The Contractor will follow the Court's directions as to work in progress and the delivery of completed or partially-completed Work Product.

I. INSURANCE. General Requirements.

By requiring the minimum insurance set forth in this Agreement, the Court shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the Court in compliance with the insurance requirement set forth in this Agreement. The Court may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the Court that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

The Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the Court, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.

For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the Court. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the Court. The Court may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the Court. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Court and Court Individuals. The Court may deduct from any amounts otherwise due the Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. The Court reserves the right to obtain a copy of any policies and endorsements for verification.

The Contractor is responsible for and may not recover from the State of California, Judicial Council, the Court, or any Judicial Branch Entity or Judicial Branch Individual, any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, the Contractor warrants that it will maintain funds to cover losses required to be insured against by the Contractor under the terms of this Agreement.

The Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that the Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include State of California; Judicial Council of California; the Court and Court Individuals. No payments will be made to the Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the Court.

The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, the Court, or any Judicial Branch Entity or Judicial Branch Individual. The Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

Failure to provide the documentation as required prior to the commencement of Services shall not constitute or be construed as a waiver of the obligation to provide such documentation.

The Certificates of Insurance must be addressed and mailed to: Procurement@fresno.courts.ca.gov

All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the term of this Agreement, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or the Contractor will be in breach of this Agreement, and the Court may direct the Contractor to stop work or may take other remedial action. The Contractor must provide renewal insurance certificates and signed policy endorsements to the Court on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by the Contractor must conform to the requirements of this Agreement.

In the event the Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, the Court may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

The Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, JBE, the Court and their respective elected and appointed officials, judicial officers, officers, employees and agents for direct physical loss or damage to the Services, and for any liability arising out of or in connection with the Services performed by the Contractor under this Agreement or arising out of or in connection with the Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

The Contractor shall provide the Court with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement.

In the event of the expiration or cancellation of any insurance policy, the Contractor shall **immediately** notify the Court's Project Manager.

The Court reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by the Contractor within **TEN (10)** business days following the request by the Court.

The Contractor must require insurance from its subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Court, and the Judicial Branch Entities and Judicial Branch Individuals.

Individual Policy Requirements.

Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Services or the termination of this Agreement, whichever occurs first.

Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than \$1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Services, including, without limitation, owned, hired, and non-owned motor vehicles.

Workers' Compensation & Employers' Liability Insurance

If the Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall not be less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit and \$1,000,000 as the disease limit for each employee. If the Contractor does not have employees, it shall provide a letter, on company letterhead, to the Court certifying, under penalty of perjury, that it does not have employees. Upon the Court's receipt of the letter, the Contractor shall not be required to maintain workers' compensation insurance.

Umbrella Policies

The Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

J. REPRESENTATIONS. The Contractor represents and warrants the following: (i) the 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) the 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) the Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor may interact in the performance of this Agreement; (iv) the 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 the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court requiring the Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) the Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if the Contractor is a corporation,

limited liability company, or limited partnership and this Agreement will be performed in California, the Contractor is qualified to do business and in good standing in California; and (viii) the 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. The 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. The 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. The 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 the Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the 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 the 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 the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the 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. The Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. The Contractor is an independent contractor and the Contractor will take all action available to the Contractor to prevent the Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. The 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, 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. The Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by the 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. The 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. The Contractor shall provide all releases, waivers, and permissions the Court may require for background checks. The Contractor understands all background checks and badges will be conducted and processed by the Court or the Court's chosen agency at the Contractor's expense. The Contractor shall not assign personnel who refuse to undergo a background check or whose background check results are unacceptable to the Court. The Contractor, the Contractor's employees and subcontractors shall adhere to the Vendor/Contractor Access Policy posted on the Court website, <https://www.fresno.courts.ca.gov/system/files/vendor-contractor-access-policy.pdf>.

N. 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.

**Attachment E
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in PCC 10476, or (ii) receive written permission from the Court to submit a proposal.

To submit a proposal to the Court, the proposer/bidder must complete Section 1 OR Section 2 below:

SECTION 1

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box</i>	<i>Date Completed</i>

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the Court to submit a proposal pursuant to PCC 10477(b). A copy of the written permission from the Court is included with our proposal.

OR

SECTION 2

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a "scrutinized company" as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____</i> <i>in the State of _____</i>