SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO

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| **NON-IT GOODS—SHORT FORM AGREEMENT** rev 3-19-21 | |
| AGREEMENT NUMBER |
|  | **PR2021** |

1. In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Court” refers to the **Superior Court of California, County of San Benito**.

2. This Agreement becomes effective as of **[Date]*,*** (the “Effective Date”) and expires on **[Date]**.

3. This Agreement incorporates and the parties agree to Attachment 1 (“Specifications and Pricing”) and Attachment 2 (“Short Form Agreement Terms”). This Agreement represents the parties’ entire understanding regarding its subject matter.

4. The Court may, from time to time, order printed documents from Contractor.

For business card orders, the Court will submit the personnel information (name, title, phone number, email address, etc.) to Contractor. Contractor will print the personnel information on a business card matching the Court’s standard business cards.

For other printed documents, the Court will submit the document to be printed to Contractor in PDF or Word format when it places an order. Contractor will print the document in accordance with the specifications for that type of document, as set forth in Attachment 1.

Within fifteen (15) business days of Court placing an order, Contractor will deliver the requested printed documents to the Court. Printed documents must be clear, legible, properly aligned, and free from scratches, slurring, hickeys, offsetting, ghosting, mottling, doubling, banding, and wrinkles.

5. Contractor will invoice the Court in accordance with section D of Attachment 2. The pricing for each order of printed document is set forth in Attachment 1.

|  |  |
| --- | --- |
| **COURT’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
| **Superior Court of California,**  **County of San Benito** | **[Contractor name]** |
| BY *(Authorized Signature)*  ✍ | BY *(Authorized Signature)*  ✍ |
| PRINTED NAME AND TITLE OF PERSON SIGNING  Gil Solorio, Court Executive Officer | PRINTED NAME AND TITLE OF PERSON SIGNING  **[Name and title]** |
| DATE EXECUTED  **[Date]** | DATE EXECUTED  **[Date]** |
| ADDRESS  450 Fourth Street,  Hollister, CA 95023 | ADDRESS    **[Address]** |

**ATTACHMENT 1**

**SPECIFICATIONS AND PRICING**

**A. Duplicate form**

**1. Specifications**

• no-carbon-required copy paper

• 8.5 inches wide by 11 inches high

• two pre-punched holes at the top each page, centered 2½ inches apart and 5/8 inch from the top

• printed in black ink

• thin layer of glue on the top of the form to hold pages together

• two-part (duplicate) form

|  |  |
| --- | --- |
| **Sheet #** | **Paper Color** |
| 1 (top) | white |
| 2 (bottom) | yellow |

**2. Pricing**

|  |  |
| --- | --- |
| **Number of copies per order** | **Total cost** |
| 500 |  |
| 1,000 |  |
| 10,000 |  |
| 20,000 |  |

**B. Triplicate form**

**1. Specifications**

• no-carbon-required copy paper

• 8.5 inches wide by 11 inches high

• two pre-punched holes at the top each page, centered 2½ inches apart and 5/8 inch from the top

• printed in black ink

• thin layer of glue on the top of the form to hold pages together

• three-part (triplicate) form

|  |  |
| --- | --- |
| **Sheet #** | **Paper Color** |
| 1 (top) | white |
| 2 | yellow |
| 3 (bottom) | pink |

**2. Pricing**

|  |  |
| --- | --- |
| **Number of copies per order** | **Total cost** |
| 500 |  |
| 1,000 |  |

**C. Quadruplicate form**

**1. Specifications**

• no-carbon-required copy paper

• 8.5 inches wide by 11 inches high

• two pre-punched holes at the top each page, centered 2½ inches apart and 5/8 inch from the top

• printed in black ink

• thin layer of glue on the top of the form to hold pages together

• four-part (quadruplicate) form

|  |  |
| --- | --- |
| **Sheet #** | **Paper Color** |
| 1 (top) | white |
| 2 | yellow |
| 3 | pink |
| 4 (bottom) | gold |

**2. Pricing**

|  |  |
| --- | --- |
| **Number of copies per order** | **Total cost** |
| 500 |  |
| 1,000 |  |

**D. Card stock form**

**1. Specifications**

• 12 pt cardstock

• 8.5 inches wide by 11 inches high

• two pre-punched holes at the top each page, centered 2½ inches apart and 5/8 inch from the top

• printed in black ink

• single-part (one page) form

• single sided

**2. Pricing**

|  |  |
| --- | --- |
| **Number of copies per order** | **Total cost** |
| 500 |  |
| 1,000 |  |

**E. Perforated form**

**1. Specifications**

• 8.5 inches wide by 14 inches high

• printed in multicolor ink (blue and red)

• single-part (one page) form

• double sided

• designed to fold in thirds

• up to 6 perforations across the entire page

**2. Pricing**

|  |  |
| --- | --- |
| **Number of copies per order** | **Total cost** |
| 5,000 |  |
| 10,000 |  |
| 20,000 |  |

**F. Business card (single sided)**

**1. Specifications**

• 12 pt cardstock

• 3.5 inches wide by 2 inches high

• printed in blue ink

• single sided

**2. Pricing**

|  |  |
| --- | --- |
| **Number of copies per order** | **Total cost** |
| 100 |  |
| 500 |  |

**G. Business card (double sided)**

**1. Specifications**

• 12 pt cardstock

• 3.5 inches wide by 2 inches high

• printed in blue ink

• double sided

**2. Pricing**

|  |  |
| --- | --- |
| **Number of copies per order** | **Total cost** |
| 100 |  |
| 500 |  |

**ATTACHMENT 2**

**SHORT FORM AGREEMENT TERMS**

**A. PERFORMANCE AND DELIVERY.** Contractor will deliver all printed documents as specified (i) on the coversheet of this Agreement, and (i) in Attachment 1. Time is of the essence in Contractor’s delivery of printed documents. Court will not reimburse any of Contractor’s costs or expenses related to this Agreement. The prices listed in Attachment 1 include all Contractor expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits. The Court does not guarantee that it will purchase a minimum number of printed documents.

**B. ACCEPTANCE.** All printed documents are subject to written acceptance by the Court. The Court may reject any printed documents that (i) do not meet the specifications or requirements in Attachment 1, (ii) are not as warranted, (iii) are delivered late, or (iv) do not otherwise meet the Court’s expectations or requirements. Payment by the Court does not signify acceptance of the printed documents.

**C. INTELLECTUAL PROPERTY.** Contractor acknowledges that the Court retains all intellectual property rights in the printed documents and in any materials it provides to Contractor (the “Court Materials”). Contractor will use the Court Materials solely for creating the printed documents.

**D. INVOICES, PAYMENT AND SETOFF.** After the Court has accepted a shipment of printed documents, Contractor will send one original and two copies of a correct, itemized invoice for the accepted printed documents to “Accounts Payable” at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor’s standard printed 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 requested by the Court considers from time to time. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the Court rejects any printed documents 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) calendar days of the Court’s request. 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.

**E. WARRANTIES.** Contractor warrants that, upon delivery, all printed documents will (i) be free from defects in workmanship, material, and manufacture, (ii) be of merchantable quality and fit for the purposes intended by the Court, (iii) comply with the requirements of this Agreement, (including Attachment 1) and (iv) be in compliance with all applicable laws, rules, and regulations.

**F. 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.

**H. TERMINATION.** The Court may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) calendar days following notice of default (or, in the opinion of the Court, is not capable of being cured within this cure period); or (ii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods.The Court may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. 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 printed documents.

**J. COMPLIANCE.** 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 Code16645-49; (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”) 10286.1, and is eligible to contract with the Court. Contractor certifies either: (a) it does not currently have, and has not had within the previous three years, business activities or other operations outside of the United States, or (b) it is not a “scrutinized company” as that term is defined in PCC 10476 (part of the Darfur Contracting Act of 2008). 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. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

**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 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. 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, 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, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Benito 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 or the printed documents without first obtaining the Court’s prior written approval, which may be denied for any or no reason.