

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
REQUEST FOR QUOTE
BID FORM FOR
(NON-INFORMATION TECHNOLOGY GOODS/SERVICES VALUED AT LESS THAN \$75,000)

RFQ No: 2425-RFQ-01

Date Issued: July 1, 2024

From ("Court"):

Court: Superior Court of Stanislaus County
Address: 800 11th Street
Modesto, CA 95354

("Vendor" / "Seller"):

Vendor: _____
Address: _____

Contact: Jeanette, Buyer
Phone: (209)530-3110
E-mail: buyer@stanct.org

Contact: _____
Phone: _____
E-mail: _____

Acceptable Bid Delivery Methods: E-mail: Mail or Express Delivery

To be considered, all pages of the e-mailed Request for Quote (RFQ) must be completed and are received before the bid due date and time will be considered "the complete bid." Please be advised that there is a heavy demand placed on the e-mail system receiving bids and the Court assumes no responsibility if Vendor cannot transmit its bid via e-mail, or if the entire bid is not received before the bid due date and time.

THIS IS NOT AN ORDER

Deadline for Submitting Questions: Wednesday, July 10, 2024 by 12:00 PM (Pacific Time)

Bid Due Date and Time: Wednesday, July 17, 2024 by 3:00 PM (Pacific Time)

Delivery Date of Good(s)/Delivery of all items requested is required on or before: Tuesday, August 20, 2024

Locations of Services:

Modesto Main	800 11 th Street, Modesto, CA 95354
City Towers	801 10 th Street, Modesto, CA 95354
Traffic	2260 Floyd Avenue, Modesto, CA 95354
Turlock	300 Starr Avenue, Turlock, CA 95380

Requested Goods and Services:

Please submit pricing on the requested goods and ancillary services listed in Attachment 1, Specifications and Pricing. The Court reserves the right to order additional quantities of goods and services or similar manufacturer parts listed in Attachment 1, not to exceed \$100,000, within 90 days of the date the bid is submitted to the Court. This Bid Form contains the following Attachments: 1, 2, 3 and 4. Vendor quotes will not be accepted in lieu of the completed RFQ. All pricing shall be listed in completed RFQ, page 2.

Other Information:

See attached Submittal Requirements and Administrative Rules Governing Requests for Quote (Non-Information Technology Goods Valued at Less Than \$75,000).

Submit all certifications and other requirements listed under Attachment 2, Submittal Requirements and Administrative Rules, section 2.

Include the following if RFQ includes printer or copier cartridges: It is unlawful to prohibit a printer or copier cartridge that is sold to a Judicial Branch Entity from being recycled or remanufactured, except as noted below:

Exception: This requirement does not apply where the Vendor enters into signed agreements with its customers consenting to the return of the used cartridge to the Vendor for (a) recycling and remanufacturing, or (b) recycling.

Terms of Delivery

The Court requires the services start on **Tuesday, August 20, 2024**. All deliveries must be made to the Court at specified address in above and/or on the Purchase Order (PO). Instructions for deliveries will be provided on the PO. The Vendor shall reduce the invoice amount by 25% if the delivery is not made by the requested delivery date. Vendor to keep pricing for the year in the event that the court would like to re-order or add to the order.

Submittal of this bid requires vendor's authorized signature:

Vendor Signature _____ Date _____

Printed Name _____ Title _____

Phone Number _____ Email _____

**Attachment 1
Statement of Work (SOW) and Pricing**

Vendor's bid must include pricing on the following items.

Service Requested: Alarm Monitoring Service

The Court is seeking a vendor to provide monitoring and service on perimeter alarm system. The systems will need to be monitored Monday through Friday from 5:00pm – 7:30am and weekends for 24 hours.

Vendor will need to use the existing system that is currently in place at each location identified below.

Modesto Main	800 11 th Street, Modesto, CA 95354
City Towers	801 10 th Street, Modesto, CA 95354
Traffic	2260 Floyd Avenue, Modesto, CA 95354
Turlock	300 Starr Avenue, Turlock, CA 95380

The Vendor shall connect the alarm system(s) to their monitoring facility (the "Center") and monitoring will be provided in accordance with the Statement of Work.

Vendor will bill Court directly for monitoring services. When an alarm signal from the System is received in the Center, Vendor will contact the first person designated on Court's Emergency Notification List, and then try to telephone the proper police department and the other persons designated on Subscriber's Emergency Notification List.

An after-hours call list will be provided once contract is awarded.

There may be times that the Vendor will have to provide after-hours alarm call service for a patrol vehicle to check out the site.

Attach an additional sheet if below chart does not include all necessary items for pricing but the below chart must be completed as well.

Item No.	Location		Hourly Rate	Price
1.	Modesto Main	800 11 th St, Modesto 95354		
2.	City Towers	801 10 th St, Modesto 95354		
3.	Traffic	2260 Floyd Ave, Modesto 95354		
4.	Turlock	300 Starr Ave, Turlock 95380		
5.	After Hours			

Total cost before taxes (Item No's 1 - 5): _____

Tax (8.875% indicate tax, if applicable*): _____

Note that tax must be billed separately on the invoice.

SubTotal: _____

Shipping F.O.B.: Indicate shipping cost, if any: _____

Note shipping costs are a non-taxable item and bill separately on the invoice.

Grand Total: _____

This contract will be awarded and start Tuesday, August 20, 2024. The contract will end June 30, 2025. Upon the termination date of June 30, 2025 of the contract, the Court may proceed on a month to month basis for up to one (1) year to expire June 30, 2026. The Court will be moving into a new courthouse and specifications of the new courthouse are not available at this time. The awarded vendor will have the option to submit a bid

Attachment 2
SUBMITTAL REQUIREMENTS AND Administrative Rules
Governing Requests for Quote
(Non-Information Technology GOODS VALUED AT LESS THAN \$75,000)

1. SUBMITTAL OF BIDS AND RESERVATION OF RIGHTS

The Vendor must complete and sign one copy of the Request for Quote bid form ("RFQ form"). The completed bid, including required certifications, must be delivered to the Court contact listed on the RFQ form prior to the bid due date and time indicated.

2. CERTIFICATIONS AND OTHER REQUIREMENTS.

Vendor must include the following certifications in its bid:

- A. If Vendor has had business activities or other operations outside of the United States within the previous three years, Vendor must complete the Darfur Contracting Act Certification (Attachment 2) and submit the completed certification with its bid.
- B. If Vendor is a corporation and the contract will be performed in California, Vendor must submit proof that Vendor is in good standing and qualified to conduct business in California.
- C. Vendor and all of its affiliates that make sales for delivery into California are holders of either: (i) a California seller's permit issued under Revenue and Taxation Code section 6066 and following; or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.

Required if value of procurement is greater than \$5,000. NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

3. ACCEPTANCE OF TERMS

The requested goods and any ancillary services will be provided pursuant to the attached terms General Terms and Conditions and the terms and conditions set forth in the attachment entitled "Purchase Order: Judicial Branch Contract Law Attachment" located at <http://www.courts.ca.gov/documents/jbcm-attach1po.pdf>, and any additional terms and conditions that may be referenced in this RFQ. Submittal of a bid indicates that the vendor accepts all terms and conditions included or referenced in this RFQ.

4. OFFER PERIOD

Vendor's bid is an irrevocable offer for ninety (90) days following the Bid Due Date and Time. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

5. COMMUNICATIONS WITH COURT REGARDING THE RFQ

Except as specifically addressed elsewhere in the RFQ, Vendor must send any communications regarding the RFQ to buyer@stanct.org. (the "RFQ Contact"). Vendor must include the RFQ Number in the subject line of any communication.

6. QUESTIONS REGARDING THE RFQ

- A. Vendor's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, Vendor may submit the question via the RFQ Contact, conspicuously marking it as "CONFIDENTIAL." With the question, Vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and Vendor will be notified.
- B. Vendors interested in responding to the RFQ may submit questions via the RFQ Contact on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the Deadline for Submitting Questions listed on the RFQ form. If Vendor is requesting a change, the request must set forth the recommended change and the Vendor's reasons for proposing the change. Questions or requests submitted after the Deadline for Submitting Questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available.

7. ERRORS IN THE RFQ

- A. If, before the Bid Due Date and Time listed on the RFQ form, Vendor discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, Vendor must immediately notify the Court via the RFQ Contact and request modification or clarification of the RFQ. Without disclosing the source of the request, the Court may modify the RFQ before the Bid Due Date and Time by releasing an addendum to the RFQ.
- B. If Vendor fails to notify the Court of an error in the RFQ known to Vendor, or an error that reasonably should have been known to Vendor, before the Bid Due Date and Time listed on the RFQ form, Vendor submits its bid at its own risk.

Furthermore, if Vendor is awarded the contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

- C. If Vendor has submitted a bid and discovers an error in the RFQ after the Bid Due Date and Time listed on the RFQ form but before the award of the contract, Vendor may be allowed to withdraw its bid if Vendor can demonstrate to the Court's satisfaction: (i) an error exists in the RFQ, (ii) the error materially affected Vendor's bid, and (iii) Vendor did not discover the error prior to submission of its bid.

8. ADDENDA

- A. The Court may modify the RFQ before the Bid Due Date and Time listed on the RFQ form by issuing an addendum and providing notice to prospective vendors. It is Vendor's responsibility to inform itself of any addendum prior to its submission of a bid.
- B. If Vendor determines that an addendum unnecessarily restricts its ability to submit a bid, Vendor shall immediately notify the Court via the RFQ Contact no later than one day following issuance of the addendum.

9. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS

Vendor may withdraw its bid at any time before the Bid Due Date and Time by notifying the Court in writing of its withdrawal. The notice must be signed by Vendor. Vendor may thereafter submit a new or modified bid, provided that it is received at the Court no later than the Bid Due Date and Time listed on the RFQ form. Modifications offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the Bid Due Date and Time listed on the RFQ form.

10. ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to Vendor (if selected for the award of the contract), Vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

11. RIGHT TO REJECT BIDS

- A. Before the Bid Due Date and Time listed on the RFQ form, the Court may cancel the RFQ for any or no reason. After the Bid Due Date and Time listed, the Court may reject all bids and cancel the RFQ if the Court determines that: (i) the bids received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse Vendor from full compliance with the RFQ requirements. Until a contract resulting from this RFQ is awarded, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any vendor.
- C. The Court reserves the right to issue similar RFQs in the future. The RFQ is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the bid.
- D. Vendor is specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of Vendor's bid.

12. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

13. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Vendor should be directed to Buyer.

14. EVALUATION PROCESS

- A. The Court will review all bids that are received by the Bid Due Date and Time to determine the extent to which they comply with the RFQ requirements.
- B. Bids that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFQ.
- C. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the Court may require Vendor's representative to answer questions with regard to Vendor's bid. Failure of Vendor to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.

- E. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees.
- F. During the evaluation process, the Court may perform certain checks to determine if Vendor is deemed ineligible for contract award. For example, if the contract will be performed in California, Vendor must be qualified to do business in California and in good standing.
- G. The Court may contact Vendor to clarify aspects of Vendor's bid.

15. DISPOSITION OF MATERIALS

All materials submitted in response to the RFQ will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the bid.

16. CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a bid contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

17. PAYMENT

- A. Payment terms will be specified in any purchase order or contract that may ensue as a result of the RFQ.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected vendor. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the contract between the Court and the selected vendor.

18. AWARD AND EXECUTION OF CONTRACT

- A. Award of contract, if made, will be to the responsible vendor submitting the lowest responsive bid after application of any preference, incentives, or discounts, if applicable. A responsive bid must be compliant with all the requirements of the RFQ and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. Vendor must be prepared to use a standard Court purchase order or contract form rather than its own contract form.
- C. If the successful vendor refuses to use the standard Court purchase order or contract form, the Court may award the contract to the next qualified vendor.

19. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Buyer.

20. PROTESTS

Protests will not be accepted, as the value of this procurement is less than the protest threshold of \$50,000 established in Chapter 7, section 7.2 of the *Judicial Branch Contracting Manual*.

**Attachment 3
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or 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 bid or proposal.

To submit a bid or proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

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.

OR

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

OR

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/bidder 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 _____ in the State of _____ .</i>

Attachment 4
GENERAL TERMS AND CONDITIONS

ACCEPTANCE: BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER MAY NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

AUDIT RIGHTS: Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three years after final payment. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS: Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order shall be F.O.B. "Destination". Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

INDEMNITY: SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

INFRINGEMENT PROTECTION: Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INSURANCE: Seller agrees, warrants and represents to the Court that Seller shall maintain adequate insurance to cover any liabilities that may occur in the performance of services and delivery of goods under this Order. Seller further warrants and represents to the Court that Seller shall maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees providing service or performing work under this Order.

INVOICES, PAYMENT AND SETOFF: The Court shall have no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice shall be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

LEGAL COMPLIANCE: (a) Seller shall observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller shall, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

RISK OF LOSS: Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Seller. Should Court terminate this Order for convenience, the Court's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

WARRANTIES: Seller warrants that all goods delivered shall (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Seller further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.