

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS**  
**REQUEST FOR QUOTE FORM**  
**(NON-INFORMATION TECHNOLOGY GOODS VALUED AT LESS THAN \$50,000)**

RFQ No: 2223-RFQ-20 – Transcription Services

Date Issued: June 12, 2023

**From (“Court”):**

Court: Superior Court of Stanislaus County  
Address: 800 11<sup>th</sup> Street  
Modesto, CA 95354

**(“Vendor” / “Seller”):**

Vendor: \_\_\_\_\_  
Address: \_\_\_\_\_

Contact: Jeanette, Buyer  
Phone: (209) 236-7832  
E-mail: [buyer@stanct.org](mailto:buyer@stanct.org)

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Acceptable Quote 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 quote due date and time will be considered “the complete quote.” Please be advised that there is a heavy demand placed on the e-mail system receiving quotes and the Court assumes no responsibility if Vendor cannot transmit its quote via e-mail, or if the entire quote is not received before the quote due date and time.*

**THIS IS NOT AN ORDER**

Deadline for Submitting Questions: Friday, June 23, 2023 by 12:00 PM (Pacific Time)

Quote Due Date and Time: Friday, June 30, 2023 by 3:00 PM (Pacific Time)

Purchase Order and/or Agreement in place by: Tuesday, August 1, 2023

**Location of Court:**

Stanislaus County Superior Court  
800 11<sup>th</sup> Street, Modesto, CA 95354

**If awarded purchase order (PO) and/or Agreement, read carefully for invoicing instructions.**

**Requested Goods and Services:**

Please submit pricing on the requested goods and ancillary services listed in Attachment A, Specifications and Pricing based upon Attachment B, Scope of Work (SOW). 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. Please refer to Attachment A for Pricing and Specifications and Attachment B for the Scope of Work (SOW).

**Other Information:**

See attached Submittal Requirements and Administrative Rules Governing Requests for Quote (Non-Information Technology Goods Valued at Less Than \$50,000).

Submit all certifications and other requirements listed under Submittal Requirements, 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 PO and/or Agreement be in place and effective Tuesday, August 1, 2023. All deliveries must be made to the Court at 800 11<sup>th</sup> St, Room 100, Modesto. Please phone 209-530-3112 to make arrangements for delivery or have any questions regarding delivery. 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.

**Submittal of this quote requires vendor’s authorized signature:**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

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**Attachment A  
Pricing and Specifications**

**Example**

Standard Transcription (14 Days Turnaround)	Expedited Transcription (Less Than 14 Days Turnaround)
\$4.00 per page	\$5.50 per page

*Vendor's quote must include pricing on the following items. Please list a price per page as example below.*

Standard Transcription (14 Days Turnaround)	Expedited Transcription (Less Than 14 Days Turnaround)

It is the Court's desire and intentions to send and receive files electronically via email.	
Are you able to receive recordings electronically?	
Are you able to receive and send files via email?	
Describe your ability to meet deadlines:	

Vendor Project Manager (PM) & Title	
Vendor's PM Email Address	
Vendor's PM Mailing Address	
Vendor's PM Phone Number	
Email Address to Submit File(s)	

Product Warranty  
Include all product warranty information

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## **Attachment B Scope of Work**

### **1. Background**

Written transcripts of official electronic recordings may be prepared under California Rule of Court 2.952. A transcript prepared and certified as provided in that rule is prima facie a true and complete record of the oral proceedings it purports to cover and satisfies any requirement in these rules or in any statute for a reporter's transcript of oral proceedings.

Misdemeanor, limited civil/unlawful detainer and infraction trial proceedings may be electronically recorded. If the judgment on the misdemeanor trial is appealed, and the appellant elects to use a transcript of the official electronic recording as the record on appeal, and the appellant is represented by a court-appointed attorney or is declared indigent by the Court, the Court may order the preparation of the transcript of the electronically recorded proceedings; or parties may elect to have transcripts prepared of the electronic recordings for their appeal process

### **2. Court's Responsibilities.**

- Provide copy of court order or provide a request to prepare a transcript.
- Provide the Contractor with specific instructions to prepare either an electronic transcript only in PDF format, or to prepare a paper original plus designated number of copies as well as a PDF.
- Provide electronically recorded audio file to Contractor.
- Provide copies of dockets or minute orders or other necessary identifying information upon request.
- Provide any special instructions, including deadlines.
- Answer questions related to spellings, format, and transcript deadlines.

### **3. Vendor's Responsibilities.**

- Contractor will transcribe any type of recorded proceedings including trials, motions, hearings, or pretrials as requested by the Court in a timely manner.
- Contractor will provide an online Administrative portal (or equivalent on-line tool) and Court access to check status of pending jobs, or provide a status update by email upon request.
- Contractor will promptly contact the Court if there are any issues with meeting deadlines or the quality of the recording.

### **4. Task and Deliverables.**

- Contractor is able to receive recordings by email.
- Contractor will deliver transcript by email, unless the transcript was specifically requested to be produced in a paper format.
- Contractor will provide the Court with one (1) copy of the transcribed proceedings. Transcriptions have a standard turnaround of Fourteen (14) days.
- Contractor will provide expedited transcriptions, upon request of the Court. Expedited transcriptions have a standard turnaround of Ten (10) days or less.
- If the Contractor is unable to meet the deadline, the Contractor will prepare an Affidavit and Order requesting an extension of time to prepare the transcript, and email it to the Court for review.
- If the Contractor has any questions regarding spelling, Contractor will contact the Court via phone or email.
- Upon request by the Court, Contractor will provide a signed declaration in the event a transcript is produced with a large number of inaudible portions noted, or if the recording cannot be transcribed due to the quality of the recording.
- Transcripts that the Contractor generates must be submitted to the court and must conform to the requirements of a reporter's transcript as provided for in California Rules of Court 8.144.
- Contractor must submit proof of certification by the federal court system or the Judicial Council of California as being skilled in producing transcripts per California Rules of Court 2.952(j)(3).
- Contractor will provide transcripts electronically to the court in PDF format, unless a paper transcript is specifically requested. If a paper transcript is requested, a PDF must also be sent electronically to the Court.
- Contractor will provide a cost estimate, upon request of the court, within seven (7) days of request on cases to be determined by the Court. Contractor's estimate will factor in difference in pricing, if any, between preparing the transcript in a PDF or paper format.
- Contractor must provide a declaration under penalty of perjury that the transcript is a full, true, and correct transcript of the designated portions of the electronically recorded proceedings.
- If a paper transcript is requested, Contractor must provide a bonded overnight courier service to be used for expedited requests only. A bonded standard courier service may be used on non-expedited request.

**SUBMITTAL REQUIREMENTS AND ADMINISTRATIVE RULES  
GOVERNING REQUESTS FOR QUOTE  
(NON-INFORMATION TECHNOLOGY GOODS VALUED AT LESS THAN \$50,000)**

**1. SUBMITTAL OF QUOTES AND RESERVATION OF RIGHTS**

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

**2. CERTIFICATIONS AND OTHER REQUIREMENTS.**

Vendor must include the following certifications in its quote:

- 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 quote.
- 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 quote indicates that the vendor accepts all terms and conditions included or referenced in this RFQ.

**4. OFFER PERIOD**

Vendor's quote is an irrevocable offer for ninety (90) days following the Quote 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](mailto: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 quote 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 Quote 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 Quote 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 Quote Due Date and Time listed on the RFQ form, Vendor submits its quote 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 quote and discovers an error in the RFQ after the Quote Due Date and Time listed on the RFQ form but before the award of the contract, Vendor may be allowed to withdraw its quote if Vendor can demonstrate to the Court's satisfaction: (i) an error exists in the RFQ, (ii) the error materially affected Vendor's quote, and (iii) Vendor did not discover the error prior to submission of its quote.

#### **8. ADDENDA**

- A. The Court may modify the RFQ before the Quote 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 quote.
- B. If Vendor determines that an addendum unnecessarily restricts its ability to submit a quote, 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 QUOTES**

Vendor may withdraw its quote at any time before the Quote 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 quote, provided that it is received at the Court no later than the Quote Due Date and Time listed on the RFQ form. Modifications offered in any other manner, oral or written, will not be considered. Quotes cannot be changed or withdrawn after the Quote Due Date and Time listed on the RFQ form.

#### **10. ERRORS IN THE QUOTE**

If errors are found in a quote, the Court may reject the quote; 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 quote.

#### **11. RIGHT TO REJECT QUOTES**

- A. Before the Quote Due Date and Time listed on the RFQ form, the Court may cancel the RFQ for any or no reason. After the Quote Due Date and Time listed, the Court may reject all quotes and cancel the RFQ if the Court determines that: (i) the quotes 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 quote. 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 quote, 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 quote.
- 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 quote.

#### **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 quotes that are received by the Quote Due Date and Time to determine the extent to which they comply with the RFQ requirements.
- B. Quotes 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 quote. Failure of Vendor to demonstrate that the claims made in its quote are in fact true may be sufficient cause for deeming a quote 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. The Court may provide notice of the date and time of the coin toss to the affected vendors, who may attend the coin toss at their own expense.
- 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 quote.

**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 quote.

**16. CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each quote 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](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500) ).

If information submitted in a quote 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 quote after application of any preference, incentives, or discounts, if applicable. A responsive quote 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.

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**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. 12101 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.

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**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.

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**Attachment 2  
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.

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