SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
REQUEST FOR QUOTE
BID FORM
(INFORMATION TECHNOLOGY GOODS/SERVICES VALUED AT LESS THAN $150,000)

RFQ No: **41-2526-RFQ – Datavantage** **Date Issued:** **Monday, February 23, 2026**

From ("Court"):		**To ("Vendor" / "Seller"):**	
Court:	Superior Court of Stanislaus County	Vendor:	
Address	800 11th Street Modesto, CA 95354	Address:	
Contact:	Jeanette, Buyer	Contact:	
Phone:	(209) 530-3110	Phone:	
E-mail:	buyer@stanct.org	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, March 4, 2026 by 12:00 PM (Pacific Time)**

Bid Due Date and Time: **Wednesday, March 11, 2026 by 3:00 PM (Pacific Time)**

Delivery Date of Good(s)/Delivery of all items requested is required on or before: **Monday, April 27, 2026**

Location of Delivery:
Stanislaus County Superior Court
800 11th Street, Room 100, Modesto CA 95354
If awarded purchase order (PO), read carefully for delivery instructions.

Requested Information Technology Goods and Services:

Please submit pricing on the requested information technology goods and 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 $175,000, 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. Vendors quotes will **not** be accepted in lieu of the completed RFQ. All pricing shall be listed in the completed RFQ, page 2.

Other Information:

See attached Submittal Requirements and Administrative Rules Governing Requests for Quote (Information Technology Goods and Services Valued at Less Than $150,000).

Submit all certifications and other requirements listed under Attachment 2, Submittal Requirements and Administrative Rules, section 2. Below is a check-off list of the basic information needed to submit the formal bid. If these items are not included, your bid may be marked as non-responsive and may not considered for the award.

☒ Completed RFQ (this document – completed)
☒ DARFUR
☒ CA Seller's Permit

Include the following if Solicitation 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 delivery on or before **Monday, April 27, 2026**. 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 may need to 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
Specifications and Pricing

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

Item No.	Required Quantity	Part #/MFG	Description	Unit Price	Extended Price	Taxes (x8.875%)
1.	280	VAD-251-500SA MFG: VARONIS	VARONIS FOR ACTIVE DIRECTORY SAAS SUBSCRIPTION			
2.	280	VWIN-251-500SA MFG: VARONIS	VARONIS FOR WINDOWS/NAS SAAS SUBSCRIPTION			
3.	1	CL-1-5OS MFG: VARONIS	COLLECTOR LICENSE			
4.	1	VER3-1SA MFG: VARONIS	EXTENDED EVENT RETENTION FOR 3 YEARS			
Renewal **Term Date: April 29, 2026 – April 28, 2027**						

Total cost before taxes (Item No's 1 - 4): _____

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: _____

Product Warranty/Include all product warranty information or
This section is an opportunity for you to provide additional information that is not listed in the above chart.

Attachment 2
Submittal Requirements and Administrative Rules
Governing Requests for Quote
(Information Technology Goods and Services Valued at Less Than $150,000)

1. SUBMITTAL OF BIDS AND RESERVATION OF RIGHTS

The completed bid, including pricing and required certifications, must be delivered to the Court contact listed on the Request for Quote bid form ("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 be in good standing and qualified to conduct business in California.

C. Vendor must provide 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 for Vendor and all of its affiliates that make sales for delivery into California.

If the value of this procurement is greater than $5,000, 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 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

Unless stated otherwise in this RFQ, 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. FEASIBILITY STUDIES AND ACQUISITION RECOMMENDATIONS

Bids provided in response to requests for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (e.g., service contracts, original equipment manufacturer (OEM) agreements, remarketing agreements) that may foreseeably allow the Vendor to benefit materially from the Court's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

6. 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.

7. 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.

8. 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.

9. 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.

10. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BID

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.

11. 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.

12. 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.

13. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

Eligibility for and application of the DVBE incentive are governed by the Court's DVBE Rules and Procedures. Vendor will receive a DVBE incentive if, in the Court's sole determination, Vendor has met all applicable requirements.

DVBE incentive qualification is **optional**. Failure to qualify for the DVBE incentive will not render a bid non-responsive.

14. SMALL BUSINESS PREFERENCE

Eligibility for and application of the small business preference are governed by the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. Vendor will receive a small business preference if, in the Court's sole determination, Vendor has met all applicable requirements.

Small business participation is optional. Failure to qualify for the small business preference will not render a bid non-responsive.

FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

15. 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 Joshua Woolworth, Fiscal Analyst.

16. 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.

17. 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.

18. 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.

19. PAYMENT

A. Unless otherwise specific, payment terms will be NET 30.

B. **THE COURT DOES NOT MAKE ADVANCE PAYMENTS.** Payment is normally made based upon delivery of goods and/or 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.

20. AWARD AND EXECUTION OF CONTRACT

A. Award of contract, if made, will be to the responsible vendor submitting the highest scored 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 requiremnts), 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.

D. The following criterion will be used to evaluate submitted bids:

Criterion	**Maximum Points**
Cost	100%

21. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Hugh K. Swift, CEO.

22. PROTESTS

Protests will not be accepted, as the value of this procurement is less than the protest threshold of $100,000 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.

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

Attachment 4
GENERAL TERMS AND CONDITIONS

ACCEPTANCE: BY DELIVERING THE ORDERED GOODS OR COMMENCING PERFORMANCE UNDER THIS ORDER, VENDOR AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS IN OR REFERENCED BY THIS DOCUMENT (COLLECTIVELY, THE "ORDER"). VENDOR'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.

AUDIT RIGHTS: Vendor agrees to maintain records relating to performance and billing by Vendor under this Order for a period of four years after final payment. During the period of time that Vendor 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 Vendor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will 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, Vendor must 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: VENDOR 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 GOODS OR SERVICES PURCHASED HEREUNDER. (II) AN ACT OR OMISSION OF VENDOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. (III) THE INFRIGNEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS BY THE GOODS OR SERVICES PURCHASED HEREUNDER. (IV) 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 INDEMENITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT OR DELIVERY AND ACCEPTANCE OF THE GOODS AND SERVICES. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCY OF THE COURT.

INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder are 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 Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

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

INVOICES, PAYMENT AND SETOFF: The Court has 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 must be printed on Vendor's standard printed bill form, and must include at a minimum (i) the Order number, (ii) Vendor'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 will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Vendor within thirty days from Vendor's receipt of a debit

memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Vendor to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

LEGAL COMPLIANCE: (a) Vendor must observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Vendor and its subcontractors, if any, must 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. Vendor must ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Vendor and its subcontractors, if any, must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Vendor must 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, as well as California's Fair Employment and Housing Act (Government Code section 12990 et seq.). (d) This Order incorporates the terms and conditions set forth in the document entitled "JBCL Required Provisions," (as may be amended from time to time) posted at http://www2.courtinfo.ca.gov/phoenix_termsandconditions.pdf.

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

RISK OF LOSS: Vendor bears the risk of loss or damage to the ordered goods until Vendor 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, Vendor bears 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: Vendor is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees will be considered agents or employees of the Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Vendor. Should Court terminate this Order for convenience, the Court's liability will 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 will 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 will be used in determining a reasonable price. Upon receipt of a termination notice, Vendor must, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

WARRANTIES: Vendor warrants that all goods delivered will (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 fit for the purposes intended by the Court to the extent disclosed by Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Vendor further warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

End of General Terms and Conditions
(Rev. 02-14)