



**Superior Court of California
San Joaquin**

Request for Bids 001-10A

**BUSINESS PC'S
FOR BUSINESS OPERATIONS**

May 28, 2010

TO: ALL PROSPECTIVE BIDDERS
FROM: Superior Court Business Services Manager

Ladies and Gentlemen:

The Superior Court of California, San Joaquin County (Court) is soliciting bids from qualified vendors to provide and deliver Business PC's as well as ongoing warranty services.

Sealed responses are to be received no later than Friday, June 11, 2010 at 2:00 PM PST.

If you have any questions, please contact me at (209) 468-8118 or e-mail jflohrschutz@courts.san-joaquin.ca.us.

Sincerely,
James Flohrschutz, CPPB
Business Services Manager
Superior Court/San Joaquin

GENERAL INFORMATION

A. BACKGROUND:

1. The Superior Court of California, San Joaquin, requires business computers for on-going business operations. The Court currently operates approximately 500 business personal computers in a wide area network across its six Court locations within San Joaquin County
2. It is the intention of the Court to purchase 54 business computers (BPC's)
3. Bidders are invited to propose direct purchase pricing.
4. The Court may require Bidders to provide one or more sample business pc's, exactly matching the proposed configuration, for a period of up to 30 days, for evaluation at no cost to the Court.
5. Upon award of bid and authorization to purchase. Units must be available for delivery no later than **July 21, 2010**, if requested by the Court.
6. Bidders must provide complete warranty information. This information shall be attached to your bid and fully explain warranty terms. In addition Bidder's warranty shall include those specified in this bid page 15 of 19.

Request for Bid No. 001-010A

Business PC's

TABLE OF CONTENTS

DESCRIPTION	PAGE
Opening Letter & General Information	2 - 3
Table of Contents	4
Key Action Events & Dates	5
Bidder's Identification & Authorization	6
Bidder's References	7
Bid Submittal Instructions	8 - 11
Terms and Conditions	12 - 13
Bid Specifications	14 - 16
Bid Pricing Sheet	17
Bidder Qualifications	18
Exhibit A – Court Purchase Order Terms & Conditions	19

KEY ACTION EVENTS AND DATES

EVENT #	DESCRIPTION	DATE
1.	Release of Request for Bid	Friday, May 28, 2010
2.	Last day for Bidders to submit questions <i>for clarification prior to submitting Bid</i>	Monday, June 7, 2010
3.	Bid is due no later than 2:00 PM, PST	Friday, June 11, 2010
4.	Award of Contract	Monday, June 14, 2010

BIDDER IDENTIFICATION & AUTHORIZATION
RESPONDENT MUST COMPLETE AND RETURN WITH BID

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

E-Mail Address: _____

Years in business: _____

The undersigned, having carefully read and examined the contract documents, and being familiar with (1) all the conditions applicable to the work or product(s) for which this bid is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete/provide the work/product(s) for which this bid is submitted in accordance with the Bid documents for the amounts quoted herein.

Bidder's Authorized Signature

Date

Bidder's Printed Name

REFERENCES

List below references to which Bidder has provided similar services/products during the past three (3) years ***Local governmental agency is preferable.***

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

BID SUBMITTAL INSTRUCTIONS

Sealed bids will be received at the Office of the Business Services Manager, 222 E. Weber Ave., Room 130, Stockton, CA. 95202, until **2:00 PM, PST, Friday, June 11, 2010.**

ALL MAILED BIDS SHALL BE ADDRESSED AS FOLLOWS:

**Bid No. 001-10A
James Flohrschutz
Superior Court of California
222 E. Weber Ave., Room 130
Stockton, CA 95202**

Your sealed envelope shall also have stated thereon the name and address of the submitting firm.

HAND DELIVERED COURIER OR PACKAGE DELIVERY SERVICE SHALL BE DELIVERED DIRECTLY TO:

**Business Services Manager
222 E. Weber Avenue, Room 130
Stockton, CA 95202**

BIDS WILL NOT BE ACCEPTED THEREAFTER. ALL BIDS RECEIVED AFTER SAID TIME/DATE WILL BE TIME STAMPED AND RETURNED UNOPENED TO THE BIDDER.

THE COURT DOES NOT ACCEPT BIDS SUBMITTED BY FAX or E-MAIL

1.1 BID SUBMITTAL:

Bidders shall conform to all instructions and conditions as specified in the RFB document. Bids must be submitted on Court bid form. Failure to properly complete the bid document may result in bid being rejected. Bid documents may be accessed through the Court's Website: <http://www.stocktoncourt.org/courts/purchasing/openbids.htm>

All bids must be sealed in an envelope and clearly state on the outside of the envelope the bid number (RFP 001-10A), bid due date and project title.

Any Bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled opening time of receipt of bids.

1.2 LATE BIDS:

NO LATE BIDS WILL BE ACCEPTED. ANY LATE BIDS RECEIVED WILL BE RETURNED UNOPENED TO THE PROSPECTIVE BIDDER. IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE BIDS HAVE BEEN RECEIVED BY THE COURT.

1.3 BID OPENING:

Bids will be opened on the date indicated. No determination of award shall be made at that time.

1.4 PROPOSAL PREPARATION INSTRUCTIONS:

Bids must be typed OR written legibly in ink. Erasures and “white-out” are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing your Bid.

Bids must be verified before submission as they cannot be withdrawn or corrected after bid opening. The Court will not be responsible for errors or omissions on the part of bidder. An authorized officer or employee must sign your bid.

1.5 PROPOSAL/BID PREPARATION COST:

Cost for preparing your bid response and any other related material is the responsibility of the Bidder and shall not be chargeable in any manner to the Court. All proposals received shall become the property of the Court.

1.6 ACCEPTANCES OR REJECTION OF PROPOSALS:

Bids are subject to acceptance anytime within thirty (30) calendar days after the opening date and time, unless a longer period of time is mutually agreed to by the parties. The Court reserves the right to reject any and all bids received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The Court realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in the Court's best interests; the Court may reject any or all bids, any part of a bid, or may waive any informality in a bid. The Court reserves the right to reject any or all bids or parts thereof, and to award the contract to the Bidder whose response is most advantageous to the Court. False, incomplete or unresponsive statements, in connection with a bid submittal, may be sufficient cause for rejection. The Court will be the sole judge in making such determinations.

1.7 PRICE GUARANTEE:

All pricing quoted in this proposal shall remain valid for thirty (30) calendar days after the bid closing date.

1.8 PAYMENT DISCOUNTS:

Terms of less than thirty (30) days for cash discount at this time cannot be considered.

1.9 DELIVERY:

Delivery is a part of the consideration and must be stated in definite terms and adhered to.

1.10 DELIVERY SERVICE:

- A. Delivery shall be made to point as specified by the Court and to the department of the Court's as ordered. Terms are FOB Delivered.
- B. Delivery of partial shipments may be accepted if agreed by the Court.
- C. All shipments shall indicate Court's reference numbers and other information instructed by the Court.
- D. Any damaged items shall be returned to the Bidder and replaced with new items at no cost to the Court. Bidder shall be responsible for picking up items and any cost incurred.

1.11 BIDDERS GUARANTEE:

- A. In quoting, the Bidder guarantees to make delivery of all items quoted, either from their stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Bidder's stock or if Bidder is unable to secure from warehouse or manufacture, it shall be the Bidder's responsibility to obtain identical items from any other source having that identical item.
- B. Default by Bidder, the Court may procure the items from other sources and will charge the contract holder for excess costs paid and the prices paid by the Court shall be considered to be the prevailing market price at the time such purchase is made.

1.12 AWARD:

The Court reserves the option to make award(s) as it deems to be in the best interest of the Court. In addition the Court reserves the right to reject, in its sole discretion, any or all bids, or any portions thereof, and to reject any items thereon. Court may, at its sole discretion, cancel this solicitation or any part of this solicitation at any time.

1.13 PAYMENT:

Invoices must reflect both the Court issued purchase order number and proof of delivery to initiate payment.

1.14 RETURNED MERCHANDISE:

In quoting, the Bidder agrees to give full credit on returned merchandise resulting from Bidder's bid.

1.15 SPECIFYING BRAND OR MANUFACTURE:

When no manufacturer is specified, Bidder must indicate brand of manufacturer being bid. When brand or manufacturer is specified, Bidder may bid items as equal, except those items marked "NO SUBSTITUTE". Bidder must be able to justify any substitute of equivalent items by providing samples for evaluation at no cost to the Court. The Court reserves the exclusive right to accept or reject any item.

1.16 PROTEST & APPEAL:

Only Bidders may appeal the recommended award. Any appeal must be in writing, containing the Bid number, and be submitted within ten (10) calendar days of the date on the Notification of Intent to Award. Appeals shall only be accepted on the following grounds:

- A. The Court failed to follow the selection procedures and adhere to the requirements specified in the Bid or any amendments or addenda.
- B. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- C. There has been a violation of a State or Federal law.

Appeals will not be accepted on any other grounds.

1.17 IMPROPER CONDUCT:

Only individuals designated as authorized to respond to questions related to this Bid shall be contacted. Any Bidder attempting to contact Court employees other than persons identified or during the pending award may be disqualified. Any Bidder that engages in offering bribery or gratuities to Court employee for the purpose of influencing the bid outcome or award will be disqualified.

1.18 INACCURACIES OR MISREPRESENTATIONS:

If in the course of the Bid process or in the administration of a resulting contract, Court determines that the Bidder has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Court, the Bidder may be terminated from the Bid process or in the event a contract has been awarded, the contract may be immediately terminated.

THIS SPACE INTENTIONALLY LEFT BLANK

BID TERMS AND CONDITIONS

2.1 TERMINATION CLAUSE:

- A. In the event the Court exercises the right to terminate the contract for dissatisfaction, the Court will give the Bidder three (3) days written notice of such termination.
- B. The Court reserves the right to cancel, for any reason, all or any portion of the services/products covered by this request for bid. To exercise this right, the Court will provide written notice.

2.2 PARTICIPATION:

The Court desires that other governmental agencies within the County of San Joaquin requiring same products or services, may at their option and through the Court's Purchasing Authority, advantage themselves of the contract resulting from this proposal. Upon notice, in writing, the Bidder agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provision that: Such governmental body shall make purchases directly through the Bidder and make payment directly to the Bidder. The Court will not be liable for any such purchase made between the Bidder and another governmental body who advantages themselves of this contract.

2.3 INDEMNITY AGREEMENT:

The Bidder agrees to fully indemnify and defend the Court against any and all loss, damage, liability, claim, demand, suit or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the performance of work or service under this request for bid or resulting contract, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of the Court.

2.4 PROPRIETARY INFORMATION:

Bid submittals become the property of the Superior Court of California, County of San Joaquin. If any proprietary information is contained in or attached to the written a bid, must be clearly identified as such.

2.5 DAMAGE:

The Bidder shall be held responsible for any breakage, loss of the Court's equipment or supplies through negligence of the Bidder or Bidder's employee while working on the Court's premises. The Bidder shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The Bidder shall immediately report to the Court any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property to the satisfaction of the Court will be a breach of this contract.

2.6 ASSIGNMENT:

The Bidder shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Court.

2.7 COURT PO TERMS and CONDITIONS:

In addition to the terms and conditions of this Request for Bid, any orders from the Court are subject to the terms and conditions of Exhibit A hereto.

2.8 INFORMED BIDDERS:

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

MINIMUM BID SPECIFICATIONS

The proposed business computers **must** meet the minimum specifications below.

Bidders are to provide specifications in the blanks provided below the Minimum Specifications provided (Labeled “VS” vendor spec). Specifications with no blanks must be provided as specified. Brochures may also be provided with specifications.

Computers must be marketed as a ‘Business PC’ (BPC) according to the standard marketing materials provided in hardcopy or via the Internet;

Quantity	48 Each FORM FACTOR MODEL
<i>VS Brand & Model:</i>	
Documentation and Cables	Provide all (BPC) Documentation, power cables, etc.
Processor:	Pentium Dual Core E5300 2.60GHz
<i>VS Processor:</i>	
Memory:	2.0GB
<i>VS Memory:</i>	
Keyboard:	Quiet Key Keyboard, No Hot Keys, English
DVD-ROM Drive:	16x DVD-ROM +/- RW SATA – No Lightscribe
<i>VS DVD-ROM Drive:</i>	
Sound Card:	Integrated Sound
<i>VS Sound Card:</i>	
Video Card:	Integrated Video
<i>VS Video Card:</i>	
Floppy Disk:	None Required
Hard Drive:	160GB SATA 3.0Gb/s and 8MB Data Burst (Minimum)
<i>VS Hard Drive:</i>	
Operating System:	Windows XP, Professional SP3 w/Windows 7 Business License, English, No Media
Mouse:	2 Button Optical Mouse w/Scroll
Network Interface:	10/100 Ethernet NIC
Monitor:	19” Viewable area LCD Flat Panel Display, VGA
<i>VS Monitor:</i>	
Service:	Three-Year, Next Business Day Parts & Labor
Speakers:	Not Required
Software	No Pre-Installed Productivity or Security Software

Quantity	6 Each TOWER MODEL
<i>VS Brand & Model:</i>	
Documentation and Cables	Provide all (BPC) Documentation, power cables, etc.
Processor:	Intel Quad Core Processor 2.66GHZ
Memory:	8GB Dual Channel
<i>VS Memory:</i>	
Keyboard:	Keyboard, No Hot Keys, English
DVD-ROM Drive:	16x DVD-ROM +/- RW SATA
<i>VS DVD-ROM Drive:</i>	
Sound Card:	Required
Video Card:	1GB with Multi-Monitor Color Capability (Nvidia Preferred)
<i>VS Video Card:</i>	
Floppy Disk:	None Required
Hard Drive:	500GB Serial ATA Hard Drive (7200RPM) w/Cashe
<i>VS Hard Drive:</i>	
Operating System:	Windows 7 Ultimate, 64-Bit with Media
Mouse:	Multi Button Mouse
Monitor:	No Monitor Required
Speakers:	Not Required
Software:	No Pre-installed Productivity or Security Software
Services	Three-Year, Next Business Day Parts & Phone Support

A. Support Services (3-year)

Next Business Day Services to include all parts, phone support and related expense to perform necessary service or repairs on Court Site. Parts shall be new and not reconditioned or used. Shipment of replacement parts shall occur on the day requested by the Court (same-day shipping). All shipping of replacement parts both to the Court and return to the Bidder shall be at no cost to the Court.

B. Loaner

If a unit (BPC) cannot be repaired and needs to be returned to a repair center, the Bidder shall provide a loaner of equal quality at no cost to Court. This shall be at the option of the Court to determine if a loaner is needed.

C. Configuration

Include in your bid response list of component descriptions and product numbers of system components.

E. Purchase Enhancements

Bidders may choose to enhance their bids by including additional services of value to the Court. These purchase enhancements would go beyond the minimum requirements of this Request for Bids, but decrease the total cost of ownership to the Court. Potential purchase enhancements include:

1. Free stock of spare parts;
2. Other enhancements which the Bidder may propose and which the Court determines to have value.

F. Technology Refresh

Please indicate within your response whether the Bidder is open to future technology refreshes under the terms and conditions of this RFB. If agreed by the Bidder as part of their response, the Court may, at its exclusive option, choose to refresh the technology purchased under this Request for Bids, or any existing, similar Court technology, with the then current Technology available from the successful Bidder at the terms and prices agreed to under this Request for Bid plus the appropriate inflation/deflation factor for a period of three-years from the acceptance of the Bidder's submittal.

G. Response to condition E and F above:

E.

1. _____ (yes/no)

2. _____ (yes/no)

F. _____ (yes/no)

BID PRICING SHEET

(Complete this sheet and return with your bid)

Item (per specifications)	Qty	Unit	Unit Price	Extended Amount
SMALL FORM FACTOR BPC & LCD Monitor Configuration	48	Each	\$	\$
			Tax	\$
			Shipping	\$
			Bid Total Cost	\$

Item (per specifications)	Qty	Unit	Unit Price	Extended Amount
Tower BPC	6	Each	\$	\$
			Tax	\$
			Shipping	\$
			Bid Total Cost	\$

If there is any cost associated with your offer that is not specified above, you must reference those cost below:

BIDDER'S QUALIFICATIONS & INFORMATION

Bidder to provide the following information:

1. Number of years under current business name

(Years) _____

2. Company Structure:

Manufacture ____ Dealer ____ Wholesaler ____

Other: _____

Bidders' must be authorized Manufactures/dealers/wholesalers for the products listed herein or other by show that Bidder is an authorized representative.

3. Your Company Pricing Structure:

Provide discount structure if any for governmental agency. Specify if your bid is based off a CMAS, WSCA or other formal contract with local governmental agency. Provide the Contract ID/Number and the managing governmental agency as well as the contract managers contact information.

4. Optional:

Provide other pertinent information to assist the court on evaluating your company's qualifications:

EXHIBIT A

PURCHASE ORDER 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. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

WARRANTIES:

Seller warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Order; (iii) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller, (iv) comply with the requirements of this Order, (v) be in compliance 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.

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 will be paid by the Court unless it is expressly included on the face of this Order. 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.

MATERIAL SAFETY DATA SHEETS

If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller must forward a completed Material Safety Data Sheet (MSDS).

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 fact of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time the Court gives notice of rejection or termination of 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 (30) 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.

INVOICES, PAYMENT AND SETOFF

The State shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the face of this Order. Payment is due 30 days from receipt of a correct 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 work completed 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 said invoices will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment by the Court. The State 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.

AUDIT RIGHTS

Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three (3) years after final payment under this Order. 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.

TERMINATION

The State may terminate this Order in whole or in part for any or no reason at any time by giving notice to Seller. In the event the Court terminates this Order for convenience, the Court's liability shall be: (a) in the case of standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent (10%) of the purchase price, (b) in the case of 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. In the event of 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.

INDEMNITY

SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE 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.

INSURANCE

Seller agrees, warrants and represents to the Court that Seller will maintain adequate insurance to cover any liabilities described in this Order. Seller further warrants and represents to the Court that Seller will 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 performing this Order.

LEGAL COMPLIANCE

- (a) Seller shall observe and comply with all federal, state, and city laws, rules, and regulations effecting 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.

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 agency of 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.