

**Superior Court of California,
County of Solano
600 Union Avenue, Fairfield CA 94533**



**REQUEST FOR QUOTE
RFQ NO.: 48-2026-20702
THIS IS NOT AN ORDER**

DATE ISSUED: 03/16/2026

QUOTE DUE DATE AND TIME: 03/27/2026 AT 12:00 PM PST

PLEASE SUBMIT QUOTE TO: fiscal@solano.courts.ca.gov

GOODS DELIVERY DATE: (see term in Attachment 1)

REQUIREMENTS: The Superior Court of California, County of Solano is considering pursuing the purchase of **Dell VxRail Server Hardware and Software Support Maintenance renewals**. Please submit pricing on the requested information technology goods and services listed in **Attachment 1, Specifications and Pricing**. Vendors should submit their final quote under the terms of this Request for Quote based on original equipment manufacturer's current standard terms and conditions. All quotes must be submitted in PDF format. Court will award the supply contract to the vendor submitting the highest scored responsive bid with the following criterion:

Criterion	Maximum Points
Cost	100%

VENDOR SIGNATURE: If selected by the Court, Vendor agrees (i) to sell the requested information technology goods and services to the Court at the prices specified in the final quote, (ii) to deliver the information technology goods and services to the Court by the date specified above, and (iii) that the purchase will be governed solely by the Court's **Purchase Order Terms and Conditions (Attachment 2)** without regard to any additional or other terms and conditions proposed by Vendor.

Vendor name	
Vendor address	
Phone number	
E-mail address	

Vendor Signature		Title	
Printed Name		Date	

ATTACHMENT 1
SPECIFICATIONS AND PRICING

I)Vendor's bid must include pricing on the items listed below. Please fill in the fields shaded in blue.

Line No.	QTY	Model	Part #	Description	Unit Price	Extended Price	Enter "X" if tax is applicable
1	1	VXRAIL,HORIZONXD,VXV570 EMC	822-3750	Series-E/P/V, Add-On Support, 2 Years			
2	1	VXRAIL,HORIZONXD,VXV570 EMC	890-1593	ProSupport 4-Hour 7x24 Technical Support and Assistance			
3	1	VXRAIL,HORIZONXD,VXV570 EMC	926-0476	Custom Other Services, Reinstatement Fee,Technician,Quantity 1, Ent Low End			
4	1	VXRAIL,HORIZONXD,VXV570 EMC	890-1591	ProSupport 4-Hour 7x24 Onsite Service			
5	1	VXRAIL,HORIZONXD,VXV570 EMC	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB			
6	1	VXRAIL,HORIZONXD,VXV570 EMC	1SP570HSDM125OL	VXRAIL-500 1SP570 125WL CHASSIS,FAN,HSK			
7	3	VXRAIL,HORIZONXD,VXV570 EMC	CACHESSD800GB	VXR 800GB CACHE SSD 2.5IN			
8	13	VXRAIL,HORIZONXD,VXV570 EMC	CAPACITYHDD2.4TB H	VXR 2.4TB CAPACITY 10K RPM 2.5IN HDD H			
9	1	VXRAIL,HORIZONXD,VXV570 EMC	HBA330CTRL1SH	VXRAIL-500 PERCHBA330RAIDCTR MINI12GB 1S			
10	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300			
11	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTKITRJ45H	HCIA INSTALL KIT 10GBE RJ45 H			
12	6	VXRAIL,HORIZONXD,VXV570 EMC	MEMLDIMM32GBH	VXRAIL-500 MEMORY 32GB RDIMM H			
13	1	VXRAIL,HORIZONXD,VXV570 EMC	NDCX550QP10GBRJ H	VXRAIL-500 NDC INTEL X550 QP 10GB RJ45 H			
14	1	VXRAIL,HORIZONXD,VXV570 EMC	PR-NO-2ND-PROCVXR5	VXRAIL-500 NO SECOND PROCESSOR			
15	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61261SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 1S H			
16	1	VXRAIL,HORIZONXD,VXV570 EMC	PS1600W-250VACH	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC H			
17	2	VXRAIL,HORIZONXD,VXV570 EMC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM			
18	1	VXRAIL,HORIZONXD,VXV570 EMC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS			
19	1	VXRAIL,HORIZONXD,VXV570 EMC	RISER740CNFG1SNG L	VXRAIL-500 RISER R740 CONFIG1			
20	1	VXRAIL,HORIZONXD,VXV570 EMC	RRAILKIT2U1NH	VXRAIL-500 B4 RR 2-4 POST RACKS 2U1NH			
21	1	VXRAIL,HORIZONXD,VXV570 EMC	TPM2.0MODULEH	VXRAIL-500 TPM 2.0 MODULE H			
22	13	VXRAIL,HORIZONXD,VXV570 EMC	VXROS2.4TBH	VXR HCI SYSTEM SOFTWARE(CAP 2.4 HDD)=CF			
23	1	VXRAIL,HORIZONXD,VXV570 EMC	SYSP5701SVENTH	VXRAIL 14G P570 2U1N 1S VSAN ENT H			
24	1	VXRAIL,HORIZONXD,VXV570 EMC	VXROSGDPROC SH	VXRAIL HCI SYSTEM SOFTWARE(G H)=IG			
25	1	VXRAIL,HORIZONXD,VXV570 EMC	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB			
26	1	VXRAIL,HORIZONXD,VXV570 EMC	2SP570HSDM125OL	VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK			
27	3	VXRAIL,HORIZONXD,VXV570 EMC	CACHESSD800GB	VXR 800GB CACHE SSD 2.5IN			

28	13	VXRAIL,HORIZONXD,VXV570 EMC	CAPACITYHDD2.4TB H	VXR 2.4TB CAPACITY 10K RPM 2.5IN HDD H			
29	1	VXRAIL,HORIZONXD,VXV570 EMC	HBA330CTRL2SH	VXRAIL-500 PERCHBA330+ RAIDCTR 12GB 2SLP			
30	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300			
31	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTKITRJ45H	HCIA INSTALL KIT 10GBE RJ45 H			
32	12	VXRAIL,HORIZONXD,VXV570 EMC	MEMLDIMM16GBH	VXRAIL-500 MEMORY 16GB RDIMM H			
33	1	VXRAIL,HORIZONXD,VXV570 EMC	NDCX550QP10GBRJ H	VXRAIL-500 NDC INTEL X550 QP 10GB RJ45 H			
34	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61261SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 1S H			
35	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61262SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 2S H			
36	1	VXRAIL,HORIZONXD,VXV570 EMC	PS1600W-250VACH	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC H			
37	2	VXRAIL,HORIZONXD,VXV570 EMC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM			
38	1	VXRAIL,HORIZONXD,VXV570 EMC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS			
39	1	VXRAIL,HORIZONXD,VXV570 EMC	RISER740CNFG6DUAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR			
40	1	VXRAIL,HORIZONXD,VXV570 EMC	RRAILKIT2U1NH	VXRAIL-500 B4 RR 2-4 POST RACKS 2U1NH			
41	1	VXRAIL,HORIZONXD,VXV570 EMC	TPM2.0MODULEH	VXRAIL-500 TPM 2.0 MODULE H			
42	13	VXRAIL,HORIZONXD,VXV570 EMC	VXROS2.4TBH	VXR HCI SYSTEM SOFTWARE(CAP 2.4 HDD)=CF			
43	1	VXRAIL,HORIZONXD,VXV570 EMC	SYSP5702SVENTH	VXRAIL 14G P570 2U1N 2S NVME ENT H			
44	2	VXRAIL,HORIZONXD,VXV570 EMC	VXROSGDPROC SH	VXRAIL HCI SYSTEM SOFTWARE(G H)=IG			
45	1	VXRAIL,HORIZONXD,VXV570 EMC	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB			
46	1	VXRAIL,HORIZONXD,VXV570 EMC	2SP570HSDM125OL	VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK			
47	3	VXRAIL,HORIZONXD,VXV570 EMC	CACHESSD800GB	VXR 800GB CACHE SSD 2.5IN			
48	13	VXRAIL,HORIZONXD,VXV570 EMC	CAPACITYHDD2.4TB H	VXR 2.4TB CAPACITY 10K RPM 2.5IN HDD H			
49	1	VXRAIL,HORIZONXD,VXV570 EMC	HBA330CTRL2SH	VXRAIL-500 PERCHBA330+ RAIDCTR 12GB 2SLP			
50	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300			
51	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTKITRJ45H	HCIA INSTALL KIT 10GBE RJ45 H			
52	12	VXRAIL,HORIZONXD,VXV570 EMC	MEMLDIMM16GBH	VXRAIL-500 MEMORY 16GB RDIMM H			
53	1	VXRAIL,HORIZONXD,VXV570 EMC	NDCX550QP10GBRJ H	VXRAIL-500 NDC INTEL X550 QP 10GB RJ45 H			
54	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61261SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 1S H			
55	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61262SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 2S H			
56	1	VXRAIL,HORIZONXD,VXV570 EMC	PS1600W-250VACH	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC H			
57	2	VXRAIL,HORIZONXD,VXV570 EMC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM			
58	1	VXRAIL,HORIZONXD,VXV570 EMC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS			
59	1	VXRAIL,HORIZONXD,VXV570 EMC	RISER740CNFG6DUAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR			
60	1	VXRAIL,HORIZONXD,VXV570 EMC	RRAILKIT2U1NH	VXRAIL-500 B4 RR 2-4 POST RACKS 2U1NH			

61	1	VXRAIL,HORIZONXD,VXV570 EMC	TPM2.0MODULEH	VXRAIL-500 TPM 2.0 MODULE H			
62	13	VXRAIL,HORIZONXD,VXV570 EMC	VXROS2.4TBH	VXR HCI SYSTEM SOFTWARE(CAP 2.4 HDD)=CF			
63	1	VXRAIL,HORIZONXD,VXV570 EMC	SYSP5702SVENTH	VXRAIL 14G P570 2U1N 2S NVME ENT H			
64	2	VXRAIL,HORIZONXD,VXV570 EMC	VXROSGDPROC SH	VXRAIL HCI SYSTEM SOFTWARE(G H)=IG			
65	1	VXRAIL,HORIZONXD,VXV570 EMC	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB			
66	1	VXRAIL,HORIZONXD,VXV570 EMC	2SP570HSDM125OL	VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK			
67	3	VXRAIL,HORIZONXD,VXV570 EMC	CACHESSD800GB	VXR 800GB CACHE SSD 2.5IN			
68	13	VXRAIL,HORIZONXD,VXV570 EMC	CAPACITYHDD2.4TB H	VXR 2.4TB CAPACITY 10K RPM 2.5IN HDD H			
69	1	VXRAIL,HORIZONXD,VXV570 EMC	HBA330CTRL2SH	VXRAIL-500 PERCHBA330+ RAIDCTR 12GB 2SLP			
70	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300			
71	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTKITRJ45H	HCIA INSTALL KIT 10GBE RJ45 H			
72	12	VXRAIL,HORIZONXD,VXV570 EMC	MEMLDIMM16GBH	VXRAIL-500 MEMORY 16GB RDIMM H			
73	1	VXRAIL,HORIZONXD,VXV570 EMC	NDCX550QP10GBRJ H	VXRAIL-500 NDC INTEL X550 QP 10GB RJ45 H			
74	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61261SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 1S H			
75	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61262SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 2S H			
76	1	VXRAIL,HORIZONXD,VXV570 EMC	PS1600W-250VACH	VXRAIL-500 DUALHOTPLG 1600W PS- 250VAC H			
77	2	VXRAIL,HORIZONXD,VXV570 EMC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM			
78	1	VXRAIL,HORIZONXD,VXV570 EMC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS			
79	1	VXRAIL,HORIZONXD,VXV570 EMC	RISER740CNFG6DUA L	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR			
80	1	VXRAIL,HORIZONXD,VXV570 EMC	RRAILKIT2U1NH	VXRAIL-500 B4 RR 2-4 POST RACKS 2U1NH			
81	1	VXRAIL,HORIZONXD,VXV570 EMC	TPM2.0MODULEH	VXRAIL-500 TPM 2.0 MODULE H			
82	13	VXRAIL,HORIZONXD,VXV570 EMC	VXROS2.4TBH	VXR HCI SYSTEM SOFTWARE(CAP 2.4 HDD)=CF			
83	1	VXRAIL,HORIZONXD,VXV570 EMC	SYSP5702SVENTH	VXRAIL 14G P570 2U1N 2S NVME ENT H			
84	2	VXRAIL,HORIZONXD,VXV570 EMC	VXROSGDPROC SH	VXRAIL HCI SYSTEM SOFTWARE(G H)=IG			
85	1	VXRAIL,HORIZONXD,VXV570 EMC	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB			
86	1	VXRAIL,HORIZONXD,VXV570 EMC	1SP570HSDM125OL	VXRAIL-500 1SP570 125WL CHASSIS,FAN,HSK			
87	3	VXRAIL,HORIZONXD,VXV570 EMC	CACHESSD800GB	VXR 800GB CACHE SSD 2.5IN			
88	13	VXRAIL,HORIZONXD,VXV570 EMC	CAPACITYHDD2.4TB H	VXR 2.4TB CAPACITY 10K RPM 2.5IN HDD H			
89	1	VXRAIL,HORIZONXD,VXV570 EMC	HBA330CTRL1SH	VXRAIL-500 PERCHBA330RAIDCTR MINI12GB 1S			
90	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300			
91	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTKITRJ45H	HCIA INSTALL KIT 10GBE RJ45 H			
92	6	VXRAIL,HORIZONXD,VXV570 EMC	MEMLDIMM32GBH	VXRAIL-500 MEMORY 32GB RDIMM H			
93	1	VXRAIL,HORIZONXD,VXV570 EMC	NDCX550QP10GBRJ H	VXRAIL-500 NDC INTEL X550 QP 10GB RJ45 H			

94	1	VXRAIL,HORIZONXD,VXV570 EMC	PR-NO-2ND-PROCVXR5	VXRAIL-500 NO SECOND PROCESSOR			
95	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61261SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 1S H			
96	1	VXRAIL,HORIZONXD,VXV570 EMC	PS1600W-250VACH	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC H			
97	2	VXRAIL,HORIZONXD,VXV570 EMC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM			
98	1	VXRAIL,HORIZONXD,VXV570 EMC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS			
99	1	VXRAIL,HORIZONXD,VXV570 EMC	RISER740CNFG1SNG L	VXRAIL-500 RISER R740 CONFIG1			
100	1	VXRAIL,HORIZONXD,VXV570 EMC	RRAILKIT2U1NH	VXRAIL-500 B4 RR 2-4 POST RACKS 2U1NH			
101	1	VXRAIL,HORIZONXD,VXV570 EMC	TPM2.0MODULEH	VXRAIL-500 TPM 2.0 MODULE H			
102	13	VXRAIL,HORIZONXD,VXV570 EMC	VXROS2.4TBH	VXR HCI SYSTEM SOFTWARE(CAP 2.4 HDD)=CF			
103	1	VXRAIL,HORIZONXD,VXV570 EMC	SYSP5701SVENTH	VXRAIL 14G P570 2U1N 1S VSAN ENT H			
104	1	VXRAIL,HORIZONXD,VXV570 EMC	VXROSGDPROC SH	VXRAIL HCI SYSTEM SOFTWARE(G H)=IG			
105	1	VXRAIL,HORIZONXD,VXV570 EMC	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB			
106	1	VXRAIL,HORIZONXD,VXV570 EMC	1SP570HSDM125OL	VXRAIL-500 1SP570 125WL CHASSIS,FAN,HSK			
107	3	VXRAIL,HORIZONXD,VXV570 EMC	CACHESSD800GB	VXR 800GB CACHE SSD 2.5IN			
108	13	VXRAIL,HORIZONXD,VXV570 EMC	CAPACITYHDD2.4TB H	VXR 2.4TB CAPACITY 10K RPM 2.5IN HDD H			
109	1	VXRAIL,HORIZONXD,VXV570 EMC	HBA330CTRL1SH	VXRAIL-500 PERCHBA330RAIDCTR MINI12GB 1S			
110	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300			
111	1	VXRAIL,HORIZONXD,VXV570 EMC	INSTKITRJ45H	HCIA INSTALL KIT 10GBE RJ45 H			
112	6	VXRAIL,HORIZONXD,VXV570 EMC	MEMLDIMM32GBH	VXRAIL-500 MEMORY 32GB RDIMM H			
113	1	VXRAIL,HORIZONXD,VXV570 EMC	NDCX550QP10GBRJ H	VXRAIL-500 NDC INTEL X550 QP 10GB RJ45 H			
114	1	VXRAIL,HORIZONXD,VXV570 EMC	PR-NO-2ND-PROCVXR5	VXRAIL-500 NO SECOND PROCESSOR			
115	1	VXRAIL,HORIZONXD,VXV570 EMC	PROGD61261SH	VXR INTEL CPU GD 6126 2.6G 12C 24T 1S H			
116	1	VXRAIL,HORIZONXD,VXV570 EMC	PS1600W-250VACH	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC H			
117	2	VXRAIL,HORIZONXD,VXV570 EMC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM			
118	1	VXRAIL,HORIZONXD,VXV570 EMC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS			
119	1	VXRAIL,HORIZONXD,VXV570 EMC	RISER740CNFG1SNG L	VXRAIL-500 RISER R740 CONFIG1			
120	1	VXRAIL,HORIZONXD,VXV570 EMC	RRAILKIT2U1NH	VXRAIL-500 B4 RR 2-4 POST RACKS 2U1NH			
121	1	VXRAIL,HORIZONXD,VXV570 EMC	TPM2.0MODULEH	VXRAIL-500 TPM 2.0 MODULE H			
122	13	VXRAIL,HORIZONXD,VXV570 EMC	VXROS2.4TBH	VXR HCI SYSTEM SOFTWARE(CAP 2.4 HDD)=CF			
123	1	VXRAIL,HORIZONXD,VXV570 EMC	SYSP5701SVENTH	VXRAIL 14G P570 2U1N 1S VSAN ENT H			
124	1	VXRAIL,HORIZONXD,VXV570 EMC	VXROSGDPROC SH	VXRAIL HCI SYSTEM SOFTWARE(G H)=IG			

Term: June 28, 2025 - January 29, 2027

Total cost before taxes:

Tax (8.38%), if applicable:

Sub Total:

Shipping cost, if any:

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. Attach a separate sheet in a pdf format on your company letterhead as necessary.

ATTACHMENT 2

PURCHASE ORDER 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"). THIS ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN COURT AND VENDOR, AND SUPERSEDES ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF. VENDOR'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY COURT'S DULY AUTHORIZED REPRESENTATIVE.

AUDIT RIGHT: Vendor must maintain records relating to performance and billing by Vendor under this Order until five years after final payment. During the period of time that Vendor is required to retain such records, 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.

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 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 will be "F.O.B. Destination-Freight Prepaid." 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. An itemized packing slip with Court's Order number, description of the goods, quantity and unit of measure and item/part number must be included in the shipment of the goods. If Vendor ships multiple containers for the Order, Vendor must also number the containers with shipping labels, identify the total number of containers, and identify the container in which the packing slip is enclosed. Vendor bears the risk of loss or damage to the ordered goods until Vendor delivers the goods to 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 Court gives notice of rejection or termination of this Order.

DISPUTE RESOLUTION: The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Order.

INDEMNITY: Vendor will indemnify, defend, and hold harmless 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 Order, (iii) the alleged or actual infringement of any third party intellectual property or other rights by the goods or services purchased hereunder, and (iv) a breach of a representation, warranty, or other provision of this Order. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Order 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 negligence of 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 Court at any time within thirty days after delivery to 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 Court and returned or held at Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair 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. Vendor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Order.

INVOICES, PAYMENT AND SETOFF: 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 remit address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit 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 Court due to rejections of goods or services or discrepancies in an invoice will be, at Court's option, fully credited against future invoices payable by Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by Court. Court has the right at any time to set off any amount owing from Vendor to Court against any amount payable by Court under 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, disability (mental or physical) including HIV and AIDS, medical condition (including cancer and genetic characteristics), marital or domestic partner status, age (40 and over), request for family and medical care leave, sex (including gender and gender identity) 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 Appendix," (as may be amended from time to time) posted at <http://www2.courtinfo.ca.gov/termsandconditions7.pdf>. 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 Court. This Order shall be governed by the laws of the State of California without regard to its conflict of laws provisions. For Orders \$100,000 or more, Vendor certifies, under penalty of perjury, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); and (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act or the California Fair Employment and Housing Act.

PREVAILING WAGE: For public works projects over \$1,000, this Order incorporates the terms and conditions set forth in the document entitled "Prevailing Wage Required Provisions," (as may be amended from time to time) posted at <http://www.courts.ca.gov/documents/prevailing-wage-requirements.docx>.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Vendor is an independent contractor and while performing work on or off Court's premises neither it nor any of its agents or employees will be considered agents or employees of Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of Court, and any attempted assignment, subcontract, or delegation is void. Subject to the foregoing, the terms and conditions of this Order apply to any assignee, subcontractor, or delegate.

TERMINATION: 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, 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 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 Court's directions as to work in progress and finished goods.

WARRANTIES: Vendor warrants that it complies with all applicable laws and regulations, and that it shall obtain and keep current all necessary licenses, approvals, permits, and authorizations required by applicable laws and regulations for the performance of Vendor's obligations. 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 Court to the extent disclosed to Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Vendor warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations, and in accordance with industry standards.