



IFB2026-02 Dell PowerEdge Servers

Date: 09/01/2026

Addendum No.: 1

The Superior Court of California, County of Kern hereby incorporates the questions and answers below to IFB2026-02 by this reference as follows:

1. Question: Given the crazy server market, especially with Dell pricing and lead times, can you consider grade A refurbished with or equal to new Dell Warranty options here as well?

Answer: The Court will only accept new, unused items in their original packaging with all manuals and warranties listed on Exhibit A of the Bid Request Packet included.

2. Question: Appendix A refers to IFB2026-01 in two places. Should bidders revise those references to IFB2026-02 when completing the form, or submit it unchanged?

Answer: Please revise IFB2026-01 to IFB2026-02 on Appendix A. An updated Appendix A is included with this Addendum

3. Question: The Bid Terms state that the Court's Purchase Order Terms and Conditions are attached, but they do not appear to be included in the 17-page packet. Could you please provide the applicable terms and conditions?

Answer: Please see the Court's Purchase Order Terms and Conditions included with this Addendum.

4. Question: Page 1 permits submission by email or physical delivery, while the Rules Governing IT Goods and Services RFQs refer to submission by mail or fax. Please confirm that submitting the bid by email to purchasing@kern.courts.ca.gov is acceptable.

Answer: Yes, sending in a bid by email to purchasing@kern.courts.ca.gov is an acceptable way to submit your bid.

5. Question: Page 1 states that a completed Payee Data Record must accompany the bid, while page 6 indicates that it is required after award. Please confirm whether it must be included with the initial bid.

Answer: Please include with your bid submission a completed Payee Data Record Form.

6. Question: Are the Electronic Funds Transfer Authorization forms on pages 10–11 required with the bid, required only after award, or optional?

Answer: The Electronic Funds Transfer Authorization form is an optional form. If not submitted with the initial bid, the Court will confirm with the Awarded Vendor if they wish to submit an Electronic Funds Transfer Authorization form.



7. Question: Please confirm that the September 9, 2026, 3:00 p.m. submission deadline is Pacific Time.

Answer: Yes, the Bid Due Date and Time is September 9, 2026, 3:00 p.m. Pacific Standard Time

8. Question: When would the Purchase Order be issued?

Answer: The Purchase Order will be issued within 5 days after the Bid Due Date and Time. Once the bid tabulation is completed, award information will be sent to all Vendors that submitted a bid.

9. Question: what time do you need the delivery of servers?

Answer: The Court expects the goods to be delivered to the Court within 30 days from receipt of order. Please include your company's anticipated delivery window in your bid submission

10. Question: Will you please provide the delivery location for the product associated with the above IFB?

Answer: The delivery location will be

Superior Court of California, County of Kern

Attn: IT Department

1415 Truxtun Ave.

Bakersfield, CA 93301

Please note that this delivery location does not have a loading dock or a forklift on site

Thank you,

Richard Tapia, Court Buyer

[Superior Court of California, County of Kern](#)

Bidder hereby acknowledges receipt of this addendum and any changes made to the IFB. Bidder must sign a copy of this addendum and return with their bid response.

Bidder Signature

Date

APPENDIX A

Will your company be using Generative AI in the deliverables, services, software, or any other goods named in bid proposal submitted to the Court for IFB2026-02?

_____ Yes

_____ No

I hereby certify that I have read and understand the contract provisions regarding the use of Genrative AI.

<i>Contractor Name (Printed)</i>
<i>By (Authorized Signature)</i>
<i>Printed Name and Title of Person Signing</i>
<i>Date Executed</i>

If you responded “yes,” to use of AI in the deliverables, Vendor must read the “General AI Contract Provisions” listed below and provide any documentation that fully describes the Generative AI you will be using for IFB2026-02

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/termsandconditions8.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.

ARTIFICIAL INTELLIGENCE: This Order incorporates the terms and conditions (as may be amended from time to time) posted at: <https://courts.ca.gov/system/files/file/genai-provisions-031726.pdf>