

Solicitation 0910-006

SYBASE POWERBUILDER ENT 11.5 EML



Superior Court of California, County of Orange

Bid 0910-006
SYBASE POWERBUILDER ENT 11.5 EML

Bid Number 0910-006
Bid Title SYBASE POWERBUILDER ENT 11.5 EML

Bid Start Date Oct 29, 2009 1:42:53 PM PDT
Bid End Date Nov 4, 2009 4:00:00 PM PST
Question & Answer End Date Nov 2, 2009 11:00:00 AM PST

Bid Contact Karl Truong
Buyer
Purchasing
ktruong@occourts.org

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 30 days

Bid Comments The Superior Court of California, County of Orange (Court) is the third largest trial Court of general jurisdiction in California with approximately 115 Judges and 29 Commissioners. The Court employs over 1800 people in more than 70 different job classifications to perform a wide range of Court-related functions. Cases are heard in seven (7) Justice Centers located across the county.

The Court is seeking quotes for SYBASE POWERBUILDER ENT 11.5 EML.

All questions or requests for clarification must be submitted through BidSync. If you have questions or concerns regarding registering as a supplier on the BidSync site, or regarding processing your quote/proposal, please e-mail BidSync Customer Service at vendorsupport@bidsync.com or call BidSync Customer Service at 800-990-9339.

Please do not contact the Buyer or other Court personnel directly. The only exception would be if you are having website or document accessibility issues/problems, in which case you may e-mail or contact the Buyer for assistance.

The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically. The Court shall have no obligation to any company or firm or the successful bidder unless or until the Court and the successful bidder fully execute a final and definitive contract negotiated between the parties. Neither the mere selection and notification by the Court that a bidder has been selected as the successful bidder for the purposes of negotiating a contract nor the process of negotiating a contract shall create any obligation on the Court. No oral representations, agreements, or modifications shall be binding on the Court. All modifications must be in writing and executed by a properly authorized Court employee.

Item Response Form

Item 0910-006-1-01 - SYBASE POWERBUILDER ENT 11.5 EML
Quantity 2 each
Unit Price
Delivery Location Superior Court of California, County of Orange

CENTRAL JUSTICE CENTER
700 Civic Center Drive West
Santa Ana CA 92701
Qty 2

Description

PURCHASE TWO POWERBUILDER SOFTWARE LICENSES.
SOFTWARE OWNED BY SYBASE.
ELECTRONIC DELIVERY - NO PHYSICAL MEDIA TO BE DELIVERED.

COURT LOCATIONS**CENTRAL JUSTICE CENTER (CJC)**

700 CIVIC CENTER DRIVE WEST
SANTA ANA, CA 92701

HARBOR JUSTICE CENTER (HJC/LH)

23141 MOULTON PARKWAY
LAGUNA HILLS, CA 92653-1251

HARBOR JUSTICE CENTER (HJC/NB)

4601 JAMBOREE ROAD RM
NEWPORT BEACH, CA 92660-2595

LAMOREAUX JUSTICE CENTER (LJC)

341 THE CITY DRIVE SOUTH
ORANGE, CA 92868-3205

NORTH JUSTICE CENTER (NJC)

1275 N. BERKELEY AVE
FULLERTON, CA 92832-1258

WEST JUSTICE CENTER (WJC)

8141 13TH STREET
WESTMINSTER, CA 92683-4593

COMPLEX CIVIL CENTER (CXC)

751 WEST SANTA ANA BLVD.
SANTA ANA, CA 92701

COMMUNITY COURT

909 N. MAIN ST.
SANTA ANA, CA 92701

SUPERIOR COURT RECORDS STORAGE / Irvine Facility

17112 ARMSTRONG AVE.
IRVINE, CA 92606

Contract Exceptions Form

PROPOSER'S ACCEPTANCE OF THE CONTRACT TERMS

Mark the Appropriate Choice, below:

- ☐ Proposer accepts Attachment A – Model Contract, including its Terms and Conditions, without exception.

OR

- ☐ Proposer proposes exceptions/modifications to Attachment A – Model Contract, including its Terms and Conditions.

If Proposer indicates the 2nd choice above, Proposer must attach a list of any and all exceptions to Contract Terms and provide rationale for the exception(s).

Proposer:

Company:

Signature:

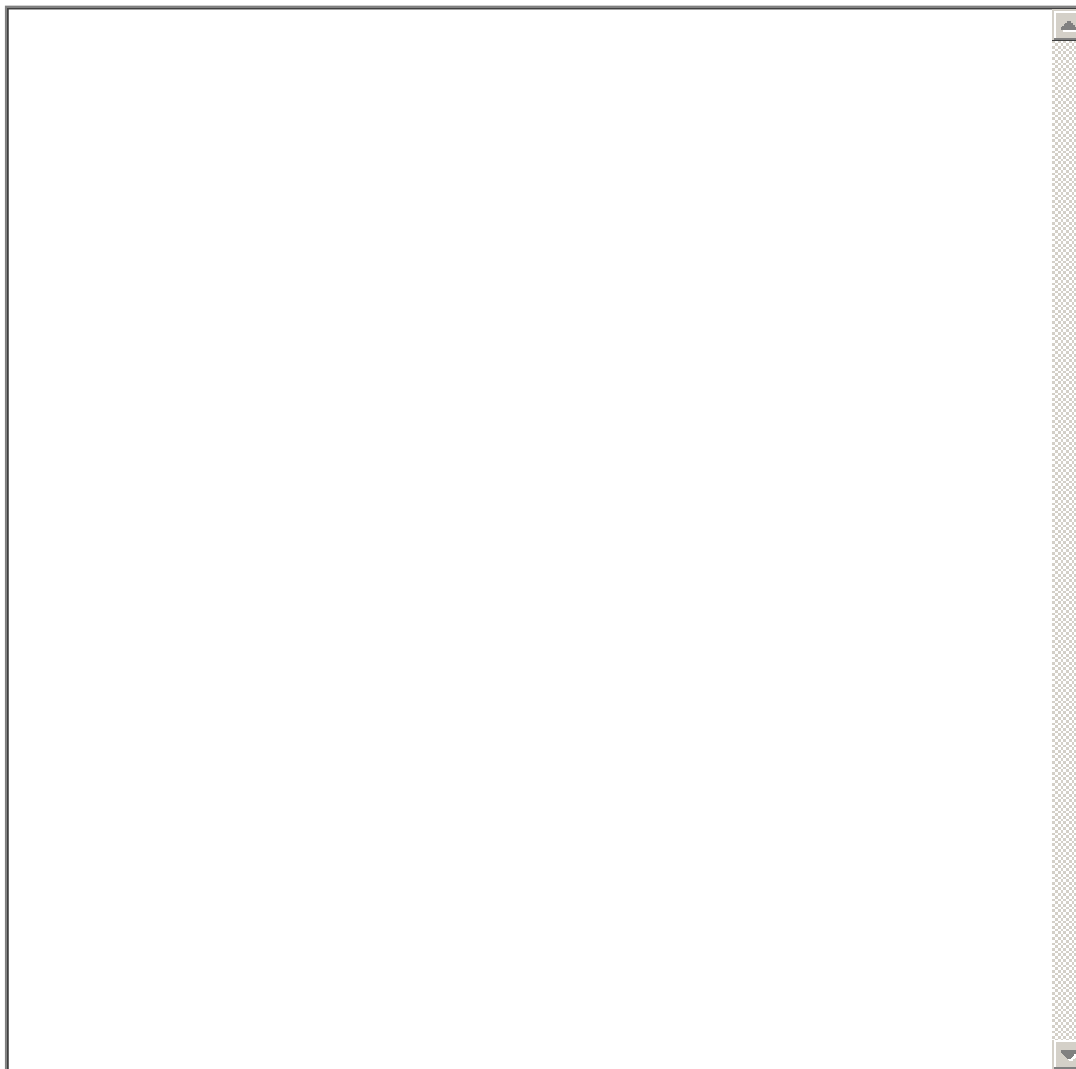
Print Name:

Title:

Date:

Contract Exceptions Form (continued)

Proposer must attach a list of any and all exceptions to Model Contract, including its Terms and Conditions, below, and provide rationale for the exception(s):

A large, empty rectangular box with a thin black border, intended for the proposer to list exceptions to the Model Contract and provide rationale. The box is currently blank. There are small, faint icons in the top-right and bottom-right corners of the box, possibly indicating a scroll or zoom function.

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

AUDIT RIGHTS: Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three years after final payment. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS: Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order shall be F.O.B. "Destination". Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

INDEMNITY: SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

INFRINGEMENT PROTECTION: Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INSURANCE: Seller agrees, warrants and represents to the Court that Seller shall maintain adequate insurance to cover any liabilities that may occur in the performance of services and delivery of goods under this Order. Seller further warrants and represents to the Court that Seller shall maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees providing service or performing work under this Order.

INVOICES, PAYMENT AND SETOFF: The Court shall have no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice shall be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

LEGAL COMPLIANCE: (a) Seller shall observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 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.

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

RISK OF LOSS: Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Seller. Should Court terminate this Order for convenience, the Court's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units

on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

WARRANTIES: Seller warrants that all goods delivered shall (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Seller further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

PAYEE DATA RECORD (in lieu of IRS W-9)		For Office Use Only	
AOC TCAFS Revised FY Updated 05/11/0504/05) Form V1 (Required when receiving payments from the Judicial Council of California in lieu of IRS W-9)		VENDOR #	PMT TERMS
Required			
Superior Court, County of			

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information returns(1099). See Page two for more information and Privacy Statement.	
	NOTE: Governmental Entities: Federal, State, and Local (including School Districts), are not required to submit this form.	
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print Clearly) 	
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (First, MI Last) 	E-MAIL ADDRESS
	MAILING ADDRESS 	BUSINESS ADDRESS
	CITY, STATE, ZIP CODE 	CITY, STATE, ZIP CODE
3 PAYEE ENTITY TYPE	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	ENTITY TYPE: ☐ PARTNERSHIP ☐ CORPORATION ☐ ESTATE OR TRUST ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit)	
CHECK ONE BOX ONLY	☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: (SSN required by authority of California revenue and Tax Code Section 18646)	
4 PAYEE	☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding	

RESIDENCY STATUS	☐ No services performed in California ☐ Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) 		TITLE
	SIGNATURE 	DATE 	TELEPHONE
	Please choose from the 1099 category below to help us expedite your payment		
6	☐ EMPLOYEE ☐ INTERPRETER ☐ ARBITRATOR		
	☐ VOLUNTEER ☐ MEDIATOR ☐ INTEREST PAYMENT ONLY		
	☐ COURT APPT. COUNCIL ☐ GENERAL (MISC)		☐ Other
	☐ COURT REPORTER ☐ CONTRACTORS		
7	Please return completed from to: Superior Courts of California - County of Orange Attn: Financial Services Dept - Vendor Maintenance P.O. Box 1994 Santa Ana, CA 92702-1994 FAX: (714) 834-4547		
8	* Account Information for ACH Credit (Direct Deposit) ☐ Checking ☐ Savngs		
	9 Digit Routing #	Account #	
* This information is for future use upon software enhancements.			

Requirement to Complete Payee Data Record, STD. 204

1	A completed Payee Data Record, STD. 204, is required for payments and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
Are you a California resident or nonresident? A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through	

4	the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Also, provide the date the form was completed.
6	Please check the box the best describe the type of business/work you provide. This will assist us in processing your payment.
7	Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.
8	If you wish to have the money electronically transferred via an ACH credit to your bank account, please provide the information in this box. * This information is for future use upon software enhancements.

PROPOSER CERTIFICATION FORM

I certify that neither (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California.

I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal that have terminated for cause or default.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

List of all Contracts with Government or Commercial Customers during the Five Years preceding Submission of this Proposal that have terminated for cause or default:

Question and Answers for Bid #0910-006 - SYBASE POWERBUILDER ENT 11.5 EML

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Nov 2, 2009 11:00:00 AM PST