

## QUESTIONS AND ANSWERS

- Q1.** What was the last price paid, quantity and when? **This is a public records request, please email [PRR@sb-court.org](mailto:PRR@sb-court.org).**
- Q2.** What specs of the paper do you prefer? **Please see Exhibit A –Description of Goods.**
- Q3.** Any special shipping requirements i.e. pallet size, weight, dimensions etc.? **Please see Exhibit A –Description of Goods.**
- Q4.** Would 3 truckload deliveries (840 cases each) be acceptable? **Yes, delivery must be coordinated with Distribution Center. Please see delivery specifications listed in Exhibit A – Description of Goods.**
- Q5.** We noticed an error in the Price Worksheet, the ‘Total’ formula does not include line 4, the Extended Cost of the product. The cell is locked, so unable to make the correction. We copied the worksheet and edited the total formula. Will the Court accept the Price Worksheet file with the 2nd tab or instead provide a modified excel file? **See Amended Price Worksheet.**
- Q6.** Would we be disqualified or adversely impacted during the evaluation process if we do not have three references? **Minimum of three (3) clients are required.**
- Q7.** Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the Superior Court of California, County of San Bernardino (“Court”)? To clarify our question, the redlines we would propose to add/edit are highlighted below:

**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.

**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

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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. Exceptions to the Court's Purchase Order Terms and Conditions are not allowed.

- Q8.** If applicable, who is the incumbent(s) for these services and for how long have they served the Court in this capacity? There is no incumbent as these goods are not procured under a formal contract signed by both parties.
- Q9.** What is the Court's current pricing for the products requested in the solicitation? There is no current pricing as these goods are not procured under a formal contract signed by both parties.
- Q10.** What is the historical spend for this category of goods? This is a public records request, please email [PRR@sb-court.org](mailto:PRR@sb-court.org).
- Q11.** Will there be a subsequent 'contract issued' post award? A purchase order may be issued as a result of this solicitation and there could be additional purchase orders issued within the ninety (90) day Offer Period if the Court has a need for additional copy paper.
- Q12.** How many awards does the Court anticipate making? One.
- Q13.** Is Court Exempt from State Sales Tax? No. If yes, will Tax Exempt Certificate be provided with a contract? Not applicable.
- Q14.** What is the standard method of payment? Check or Electronic Funds Transfer.
- Q15.** Will P-cards be used for purchasing? No.