

**Request for Qualifications (RFQ) / Request for Proposals (RFP)**  
**for**  
**Workstation, Office, Public Space and Ancillary Furniture and Installation**  
**for the**  
**Regional Agency Headquarters Facility**  
**at 375 Beale Street, San Francisco**  
**PART 1: RFQ,**  
**Dated December 18, 2013**

**Questions and Answers / Responses to Requests for Clarification and Exception Document #2**

**January 3, 2014**

- Question 1: We are requesting that the Bonding Assurance requirement, listed on page 13 of Section VIII, Statement of Qualification Evaluation of the RFQ be revised as follows:  
We provide surety credit to the Dealer and have reviewed the contract documents for 375 Beale Street with an estimated project cost of x.xx million dollars. We shall provide a supply bond covering the service portion of the project provided by the Dealer provided that certain criteria related to timing for order placement, provision of required submittals for proper order placement and that changes, if any, are managed and documented correctly. For products provided by the Manufacturer assuming that the majority of the product to be purchased is Manufacturer or a Manufacturer company, a direct purchasing agreement shall be established and thus a performance bond shall be provided directly from the Manufacturer. It is assumed that ancillary furniture will not require a performance bond.
- Answer 1: This change is not accepted. One way proposers could meet the requirements of the RFQ would be to arrange with the manufacturer's surety to provide the performance and payment bond on the contract with the Dealer as one of the indemnitors. How you structure the relationship with the surety, yourself and the manufacturer is between yourselves, however the principal on the bond must be the same as on the supply and install contract. Ancillary furniture will not require a performance bond.
- Question 2: We are requesting that Appendix C, Article 6, Termination, Subarticle A. Termination for Convenience on page 31 of the RFQ be revised as follows:  
BAHA may terminate this Agreement for convenience, in whole or in part, at any time by written notice to DEALER. Upon receipt of notice of termination, DEALER shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BAHA. DEALER shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed \_\_%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. The DEALER and the selected manufacturers shall outline cancellation terms prior to order placement. A matrix of terms relating to each manufacturer selected shall be established. If cancellation occurs within the established guidelines the cancellation shall be accepted per the manufacturers

terms. BAHA shall be responsible for all cancellation charges for orders that have already been placed with manufacturers per BAHA's purchase order that are cancelled outside of the prescribed cancellation policy by each manufacturer. DEALER shall be paid for hours worked and reimbursed for authorized expenses, plus reasonable termination costs, not to exceed the maximum amount payable for the terminated work. If DEALER has any property in its possession belonging to BAHA, DEALER will account for the same, and dispose of it in a manner BAHA directs. Except as provided above, BAHA shall not in any manner be liable for DEALER's actual or projected lost profits had DEALER completed the services required by this Agreement.

Answer 2: This change is not accepted. As per Appendix C, Article 6, Termination, Subarticle A. Termination for Convenience on page 31 of the RFQ: "DEALER shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed \_\_%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. DEALER shall be paid for hours worked and reimbursed for authorized expenses, plus reasonable termination costs, not to exceed the maximum amount payable for the terminated work."

Question 3: We are requesting that Appendix C, Article 9, Indemnification on page 33 of the RFQ be revised to provide mutual indemnification.

Answer 3: This change is not accepted.