

Questions/Answers for 610041205

Terms & Conditions Document, Page 20-21, Section V.20 Contract-014.1 Post-Consumer Recycled

Content: Can you please provide a complete list of all waivers as it relates to recycled content for office furniture or provide their location on your website. (There are no waivers listed.)

Terms & Conditions Document, Page 22, Section V.28 Contract-019.1 Hold Harmless Provision: Please confirm the Contractor's indemnity/hold harmless liability is limited to our negligence. (The clause is self-explanatory.)

Terms & Conditions Document, Page 23, Section V.30 Contract-021.1 Default: Please confirm if a Contractor receives a written notice of default, they will have a reasonable opportunity to cure prior to contract termination. (A cure notice would be issued prior to a written notice of default.)

Terms & Conditions Document, Page 25, Section V.32 Contract-023.1a Termination Provisions, Termination for Convenience: Because we are a custom, made-to-order manufacturer, please confirm within the Termination for Convenience clause that manufacturers will be paid for work in progress. (The clause is self-explanatory.)

Specifications Document, Page 4, Flammability Test section: The State of California changed the California Technical Bulletin 117 test requirement and it is now titled California Technical Bulletin 117-2013. Can you please confirm you will be updating the bid specification to require the new CAL TB 117-2013? (This change will be updated in the issued addendum.)

Cancellation of Orders: As our product is largely made-to-order and may be customized at the customer's request, please confirm that order cancellations after production has commenced are subject to reasonable cancellation charges. (See terms & conditions document, Page 25, Section V.32 Contract-023.1a Termination Provisions, Termination for Convenience.)

Restocking Fees: Our products are custom made-to-order and as such we do not stock items. We are requesting the State approves allowing restocking fees per our published commercial rate of 45% upon authorization from the manufacturer. (The State does not approve this request.)

Specials: In order to meet the unique needs of an end user, we have the ability to customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our catalog or our list pricer. Please clarify if we can offer this 'specials' program upon contract award. (The State does not approve this request.)

The questions above were the only ones that pertained to the bid and the attachments, all other inquires/questions had to do with how to bid or download documents.

Thank you!