

(R-88-1554)

RESOLUTION NUMBER R- 270403

ADOPTED ON FEB 22 1988

WHEREAS, a serious overcrowded situation exists among the legal secretarial floor allocation on the third floor, City Administration Building (CAB); and

WHEREAS, a review of the current floor plan revealed that virtually all of the overcrowding could be eliminated by more efficient use of the space and replacement of the conventional office furniture currently used in the City Attorney's office, third floor, CAB, with more efficient modular furniture; and

WHEREAS, the purchase of office work space modules and filing systems with a one-time expenditure not to exceed \$43,000 is proposed, pursuant to the estimate and proposal attached hereto as Attachment A; and

WHEREAS, the work station components are similar to those used in many other City departments; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the Auditor and Comptroller be and he is hereby authorized to transfer within the General Fund 100, the sum of \$43,000 from the Unallocated Reserve (605) to the Allocated Reserve (901) and expend an amount not to exceed said sum for the sole and exclusive purpose of purchasing from and assembling and installing modular office space and filing systems by the Office

Pavilion Organization, pursuant to the Herman Miller systems quotation, whose execution is authorized, said quotation attached hereto as Attachment A.

APPROVED: JOHN W. WITT, City Attorney

By 
Jack Katz, Chief Deputy

JK:smm
01/26/88
Or.Dept:Atty
R-88-1554
Aud.Cert.:8800683
Form=r.none

PAVILION

HERMAN MILLER SYSTEMS QUOTATION

PREPARED FOR

SAN DIEGO CITY ATTORNEY OFFICES

BY:

Laurel Krusewski

Office Pavilion

January 8, 1988

PROPOSAL #: 247 A+L

**B-K Cox, Inc.
A Herman Miller Dealer**

**9220 Trade Place
San Diego, California
92126**

619 566-1834

R 270403

QUOTATION
January 8, 1988

Ms. Karen Weir
CITY ATTORNEY OFFICES
202 "C" Street
San Diego, CA 92101

Ms. Weir, we are pleased to quote the following:

QUANTITY	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
39	AO620 CONNECTOR H42/W2 /DARK TONE	11.00	4.62	180.18
22	AO942 CONNECTOR-2 WAY-90 DEGR H42/W3 MT MEDIUM TONE	53.00	22.26	489.72
14	AO952 CONNECTOR-3 WAY H42/W3 MT MEDIUM TONE	91.00	38.22	535.08
5	AO957 CONNECTOR-4 WAY H42/W3 MT MEDIUM TONE	126.00	52.92	264.60
28	AO618 END CAP H42 MT MEDIUM TONE	18.00	7.56	211.68
32	EK404MT ENERGY KIT W48 /MEDIUM TONE	91.00	38.22	1223.04
14	WM401MT WIRE MANAGEMENT ASSEMBLY-STRAIGHT W12 /MEDIUM	21.00	8.82	123.48

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

QUOTATION
January 8, 1988

QUANTITY	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
28	WM402MT WIRE MANAGEMENT ASSEMBLY-STRAIGHT W24 /MEDIUM	23.00	9.66	270.48
32	WM404MT WIRE MANAGEMENT ASSEMBLY-STRAIGHT W48 /MEDIUM	32.00	13.44	430.08
3	EK415MT THREE-WAY CONNECTOR KIT /MEDIUM TONE	34.00	14.28	42.84
5	EK416MT FOUR-WAY CONNECTOR KIT /MEDIUM TONE	47.00	19.74	98.70
22	WM413MT TRIM COVER-2 WAY 90 DEGREE /MEDIUM TONE	10.00	4.20	92.40
11	WM415MT TRIM COVER-3 WAY /MEDIUM TONE	11.00	4.62	50.82
28	WM411MT COVER-END CAP /MEDIUM TONE	10.00	4.20	117.60
1	EK426 DIRECT CONNECT POWER ENTRY LMT LEFT MEDIUM TONE	90.00	37.80	37.80
1	EK426 DIRECT CONNECT POWER ENTRY RMT RIGHT MEDIUM TONE	90.00	37.80	37.80
10	AO628 PANEL H42/W24 HM STD INNER TONE/MEDIUM TONE	175.00	73.50	735.00

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

QUOTATION
January 8, 1988

QUANTITY	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
42	AO627 PANEL H42/W48 HM STD INNER TONE/MEDIUM TONE	268.00	112.56	4727.52
14	AO961 PANEL H42/W12 FF FABRIC TWO-SIDED MT MEDIUM TONE 66 SILKWEAVE 04 BLUE GREY 6604 BLUE GREY	248.00	104.16	1458.24
18	AO628 PANEL H42/W24 FF FABRIC TWO-SIDED MT MEDIUM TONE 66 SILKWEAVE 04 BLUE GREY 6604 BLUE GREY	263.00	110.46	1988.28
22	AO627 PANEL H42/W48 FF FABRIC TWO-SIDED MT MEDIUM TONE 66 SILKWEAVE 04 BLUE GREY 6604 BLUE GREY	404.00	169.68	3732.96
2	EK407MT RECEPTACLE-CIRCUIT A /MEDIUM TONE	121.00	50.82	101.64
3	EK408MT RECEPTACLE-CIRCUIT B /MEDIUM TONE	121.00	50.82	152.46

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

R 270403

QUOTATION
January 8, 1988

QUANTITY	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
3	EK409MT RECEPTACLE-CIRCUIT C /MEDIUM TONE	121.00	50.82	152.46
14	G5120.19 PEDESTAL DRAWER 2-6/12 WITH PENCIL TRAY H26/W MT MEDIUM TONE	491.00	206.22	2887.08
14	AO600 TACKBOARD ACOUSTICAL H12/W48 66 SILKWEAVE 04 BLUE GREY	116.00	48.72	682.08
14	G5130.19 PEDESTAL DRAWER 12/12 H26/W15/D20 MT MEDIUM TONE	491.00	206.22	2887.08
14	G5010. PENCIL DRAWER H3/W21 MT MEDIUM TONE	24.00	10.08	141.12
28	AO379 LATERAL FILE H13/W48 MT MEDIUM TONE	412.00	173.04	4845.12
28	AO1692 TOOL BAR W48 MT MEDIUM TONE	65.00	27.30	764.40
14	M1100 SCOOTER STAND WG WARM TONE GLOSS HF INNER TONE LIGHT	230.00	96.60	1352.40

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

QUOTATION
January 8, 1988

QUANTITY	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
14	AO400 WORK SURFACE-SQUARE BACK CORNER H12/W48/D30 HM INNER TONE/MEDIUM TONE	448.00	188.16	2634.24
28	AO557 WORK SURFACE H9/W48/D30 HM INNER TONE/MEDIUM TONE	291.00	122.22	3422.16
14	AO556 WORK SURFACE H9/W48/D24 HM INNER TONE/MEDIUM TONE	229.00	96.18	1346.52
14	AO304 PIVOT ARM H4/W1 BU BLACK UMBER	51.00	21.42	299.88
14	AO303CT READER STAND H4/W15 /COOL TONE	75.00	31.50	441.00
15	E7110.10 PAPER TRAY H3" W10" D12" BA PALE BLUE	22.00	9.24	138.60
9	E7120.4 VERTICAL TRAY H8" W4" D12" BA PALE BLUE	22.00	9.24	83.16
13	E7130. DIAGONAL TRAY H10" W9" D12" BA PALE BLUE	27.00	11.34	147.42
6	E7210. ORGANIZER TRAY H1" W12" D7" BA PALE BLUE	22.00	9.24	55.44

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

QUOTATION
January 8, 1988

QUANTITY	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
7	E7310.24 MINI SHELF H3" W24" D7" BA PALE BLUE	22.00	9.24	64.68
2	E7320.05 SHELF DIVIDER W1" D5" BA PALE BLUE	10.00	4.20	8.40
5	E7410. MINI TACKBOARD W3" D10" BA PALE BLUE CY GREY	12.00	5.04	25.20
1	G7150.3A ARCH H10" W10" D6" TRIPLE BOX OF 4 BU BLACK UMBER	168.00	70.56	70.56
1	G7412. DAY CALENDAR H4" W8" D8" BOX OF 4 BU BLACK UMBER	112.00	47.04	47.04
1	G7413. CARD FILE H2" W3" D8" BOX OF 4 BU BLACK UMBER	72.00	30.24	30.24
1	G7414. TAPE DISPENSER H3" W2" D6" BOX OF 4 BU BLACK UMBER	92.00	38.64	38.64
2	G7415. PAD AND PENCIL HOLDER H2" W3" D5" BOX OF 4 BU BLACK UMBER	68.00	28.56	57.12
14	O.P. DATA JACKS	67.00	28.00	392.00
SUB-TOTAL				\$40,116.44

2/23/88
Delete G7414 + G7415 for a
total of \$95.76 + tax of \$5.75 =
Total Reduction \$101.51.
R-270403
K. Men

QUOTATION
January 8, 1988

QUANTITY	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	------------	----------------

OPTIONS

3	E7210. ORGANIZER TRAY H1" W12" D7" BA PALE BLUE	22.00	9.24	27.72
1	E7310.15 MINI SHELF H3" W15" D7" BA PALE BLUE	20.00	8.40	8.40
3	E7320.05 SHELF DIVIDER W1" D5" BA PALE BLUE	10.00	4.20	12.60
3	E7410. MINI TACKBOARD W3" D10" BA PALE BLUE CY GREY	12.00	5.04	15.12
1	G7412. DAY CALENDAR H4" W8" D8" BOX OF 4 BU BLACK UMBER	112.00	47.04	47.04
1	G7414. TAPE DISPENSER H3" W2" D6" BOX OF 4 BU BLACK UMBER	92.00	38.64	38.64
1	G7411. MESSAGE HOLDER H5" W3" D3" BOX OF 4 BU BLACK UMBER	80.00	33.60	33.60

SUB-TOTAL

\$183.12

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

QUOTATION
January 8, 1988

TERMS & CONDITIONS

PRICE:

Price is firm for 30 days from date of this offer.

Price does include inside delivery.

Price does include assembly.

Price does include installation.

TAXES:

Prices quoted do not include 6% sales tax.

F.O.B. POINT:

Destination

ESTIMATED LEAD TIME:

Twenty weeks

Lead times quoted are estimated from information gathered from each manufacturer by the Office Pavillion. We will not be held responsible for manufacturing delays or any other delays beyond our control. Changes in the estimated lead times shall in no way limit the customer's obligations to fulfill the terms and conditions of this agreement.

PAYMENT:

Terms of payment are to be based upon the following schedule:

1. 0 percent of product contract amount upon order placement.
2. 0 percent of product contract amount net 10 days upon receipt of product.
3. Installation and product contract amounts 2% 20 net 30 days upon completion of project.

In the event payment is not received when due, all overdue accounts will be subject to a finance charge at the rate of 1-1/2% per month on the unpaid balance. NO EXCEPTIONS. If the Office Pavillion takes action to collect any amount due from customer, the customer will be liable for all collection cost, including attorney's fees, whether or not a lawsuit is filed.

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

R- 270403

QUOTATION
January 8, 1988

The Office Pavilion may cancel or change credit terms at its discretion. If the financial condition of the customer does not justify the terms of payment specified above, or if the manufacture or shipment of the order is delayed by the customer, advance, full or partial payment may be required.

SHIPMENT:

Unless complete instructions are stipulated as to method of shipment, the manufacturer will select, in its opinion, the best way. If added cost is incurred by special shipping request, the cost will be billed to customer. The customer shall be responsible for inspecting and signing for all direct shipments them, and for filing of any freight damage or shortage claims.

INSTALLATION:

Installation price quoted includes the unloading and "staging" of all furniture to be installed and, after the installation is completed, the removal of all cartons and packing materials and the complete cleaning and preparation of each workstation for immediate occupancy.

Price quoted pertains only to the workstation configurations referenced in this quotation. Any alterations in these configurations may affect the price of installation. The Office Pavilion must approve any alterations in the workstation configurations.

Installation price and time required to complete the installation are contingent upon the accessibility and cleanliness of the job-site. Unimpeded access to the project site at all times shall be provided. Warehouse and staging areas must be available and approved by the Office Pavilion. Any added costs incurred due to necessary clean-up or other hindrances caused to the Office Pavilion personnel during installation will be charged to the customer. The sequence of installation is to be decided by the Office Pavilion unless we are provided with an installation schedule by the customer.

Price quoted does not include connection of the electrical system to the building's main power source, nor does it include telephone/communications system cable routing.

Pricing for installation is based on the use of only non-union labor, working a 40 hour work week, Monday through Friday, 7:00 a.m. - 3:30 p.m.

Installation personnel must be issued necessary clearance for access to the job-site.

Electrical power and lighting are to be provided by the customer during installation.

Installation personnel must be given adequate time to test the system's electrical circuitry with the system's power source "on" prior to the client's move in and connection of equipment to the system's electrical circuitry. The Office Pavilion shall not be responsible for the damage caused to equipment the test has not been completed.

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

R- 270403

QUOTATION
January 8, 1988

The Office Pavilion personnel shall not be responsible for maintaining security at the job-site during unloading, storage, staging, and installation of the system.

INSTALLATION TRAINING WORKSHOP:

The Office Pavilion will provide a one-day on-site workshop for the customer's maintenance staff. The workshop is to be conducted by the Office Pavilion personnel. The purpose of the workshop will be to allow the customer's personnel the opportunity to work with the products, to become familiar with the parts and components, and to review the "staging" process so that future reconfiguration can be handled by the customer's personnel without outside assistance. There will be no charge for providing this workshop if it is conducted at the time of the installation when installers from the Office Pavilion are present at the job-site.

ORDERING:

All orders must be received in writing to avoid error and/or duplication. Customer's signature shall constitute acceptance of this offer, and this quotation shall serve as written authorization for the Office Pavilion to proceed with the order and will bind both parties to the terms of this agreement.

GUARANTEES & SERVICE:

The Office Pavilion will provide service on all products for the period of 1 year after installation, in accordance with the manufacturer's written product warranty, after which time charges for parts and labor will apply.

STORAGE:

When shipment is delayed by the customer, the Office Pavilion reserves the right to place the goods in storage at the customer's risk and expense. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment. In the event the goods are loaded, or substantially loaded for shipment, the customer will be responsible for the receipt of the product and any costs associated with changes in destination, handling, etc.

RETURNS, CHANGES, AND CANCELLATIONS:

No merchandise may be returned without written authorization from the Office Pavilion. All return merchandise is subject to a restocking fee, and must be shipped in accordance with factory instructions.

All changes made to previously placed orders are subject to approval by the Office Pavilion. Added costs caused by changes ordered by the customer will be charged to the customer. The Office Pavilion will not be responsible for delays in shipment or delivery resulting from changes.

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

R 270403

QUOTATION
January 8, 1988

Orders may not be cancelled without written authorization from the Office Pavilion. Where cancellations are possible, all costs incurred as a result of cancellations will be charged to the customer, with a minimum cancellation fee of 10%.

CLAIMS:

The customer or its designated representative shall review with a representative of the Office Pavilion all work upon its completion. The customer shall then sign a Certificate of Completion. Any claims for discrepancies, damages, or disputed items must be noted at this time, otherwise the work shall be deemed complete.

Respectfully submitted,

Laurel Krusewski (Kathleen Wyszka)
Laurel Krusewski, Account Executive
Office Pavilion

ACCEPTED BY:

CUSTOMER'S SIGNATURE

DATE

B-K Cox, Inc.
A Herman Miller Dealer

9220 Trade Place
San Diego, California
92126

619 566-1834

R 270403

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE AC 8800683

ORIGINATING DEPT. NO. 045

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount \$ 43,000.00 Fund 100

Purpose Authorizing expenditure of funds for the purchase of secretarial work stations for the Third Floor CAB

Date January 22, 19 88

By: *Tracy Mc Murray*
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/EQUIP	FACILITY	AMOUNT
1			605	100	4903	60531				\$43,000.00
TOTAL AMOUNT										\$43,000.00

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed \$ _____

Vendor _____

Purpose _____

Date _____, 19 _____

By: _____
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE

AC-361 (REV 3-86)

*NOTE: Transfer from 100/605 to ~~1001~~/901

FEB 22 1988 R-270403

AC 8800683

205

Passed and adopted by the Council of The City of San Diego on FEB 22 1988,
by the following vote:

Council Members	Yeas	Nays	Not Present	Ineligible
Abbe Wolfsheimer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ron Roberts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gloria McColl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Wes Pratt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Struiksma	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Bruce Henderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judy McCarty	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob Filner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Maureen O'Connor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California.

(Seal)

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

By Ellen Board, Deputy.

Office of the City Clerk, San Diego, California

Resolution Number R 270403 Adopted FEB 22 1988

RECEIVED
CITY CLERK'S OFFICE
1988 JAN 28 PM 6:01
SAN DIEGO, CALIF. 92101