

ORIGINAL

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER RFP 10090042-23-F, As-  
Needed Furniture Provider for City of San Diego**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) (Contractor).

**RECITALS**

On or about 6/28/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Herman Miller System brand standardized office furniture and related services for various departments within the City of San Diego as further described in the Scope of Work, attached hereto as Exhibit B. and incorporated herein by reference (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Department of Real Estate and Airport Management (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Karen Johnson, Asset Manager  
Department of Real Estate and Airport Management  
1200 3<sup>rd</sup> Avenue Suite 1700  
San Diego, CA 92101  
(619) 236-6191  
[kkjohnson@sandiego.gov](mailto:kkjohnson@sandiego.gov)

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$12,500,000.00

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

G|M Business Interiors  
Proposer

110 West A Street, Suite 140  
Street Address

San Diego, CA 92101  
City/State/Zip

(800) 686-6583  
Telephone No.

kvrabel@gmbi.net  
E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY: 

Print Name: Alia Khouri  
Deputy Chief Operating Officer  
General Services Branch

Deputy Chief Operating Officer

5/6/24  
Date Signed

BY: Diana K.  
Nickell

Digitally signed by Diana K. Nickell  
DN: cn=Diana K. Nickell, o=GM  
Business Interiors, ou=GM Business  
Interiors, email=dnickell@gmbi.net,  
c=US  
Date: 2023.08.02 11:54:52 -07'00'

Signature of  
Proposer's Authorized  
Representative

Diana K. Nickell  
Print Name

Contract Manager  
Title

08/02/2023  
Date

Approved as to form this 13<sup>th</sup> day of  
May, 20 24.  
MARA W. ELLIOTT, City Attorney

BY:   
Deputy City Attorney

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

**B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100)) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP, with the exception of living and prevailing wages, which are regulated by government and shall be allowed to be adjusted accordingly. If escalation, with the exception of wages is allowed,

proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Optional Interview/Oral Presentation.** The City may require proposers to interview and/or make an oral presentation.

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer



based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<hr/> 20
<ol style="list-style-type: none"> <li>1. Requested information included and thoroughness of response</li> <li>2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.</li> <li>3. Technical Aspects</li> </ol>	
<b>B. Staffing Plan.</b>	20
<ol style="list-style-type: none"> <li>1. Qualifications of personnel adequate for requirement</li> <li>2. Availability/Geographical location of personnel for required tasks</li> <li>3. Clearly defined Roles/Responsibilities of personnel</li> <li>4. Documentation proof for Staff who have passed/cleared any security background checks</li> </ol>	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	35
<ol style="list-style-type: none"> <li>1. Relevant experience of the Firm and subcontractors</li> <li>2. Previous relationship of firm and subcontractors on similar projects</li> <li>3. Other pertinent experience</li> <li>4. Location in the general geographical area of the project and knowledge of the locality of the Project</li> <li>5. Past/Prior Performance</li> <li>6. Capacity/Capability to meet The City of San Diego needs in a timely manner</li> <li>7. Reference checks</li> </ol>	
<b>D. Price.</b>	10

	MAXIMUM EVALUATION POINTS
<b>E. Mandatory Demonstration/Presentation.</b>	<b>15</b>
1. Equipment	
2. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

#### D. ANNOUNCEMENT OF AWARD

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. OVERVIEW**

The City of San Diego (City) wishes to retain a Contractor to provide Herman Miller System (Manufacturer) brand standardized office furniture (Standardized Furniture) and related services for reconfiguration, teardowns, and rebuilding standardized work station office furniture in City departments on an as-needed basis under the pricing set forth in this exhibit. The City has identified the need to continue with the standardization of office furniture to ensure compatibility of office furniture systems throughout the City, to maximize the use of office space with a standard office furniture configuration, and to reduce workstation obsolescence through office furniture standardization.

**B. SPECIFICATIONS**

1. The Contractor, through the Manufacturer, must guarantee availability of all Standardized Furniture purchased by the City for a minimum of ten (10) years from the date of acceptance of installed Standardized Furniture. During the same period, the Contractor must notify the City of any discontinued Standardized Furniture or Standardized Furniture enhancements for future consideration.
  
2. In the event that an actual Standardized Furniture order is not available by the required date, the Contractor, at its own expense, must ensure the delivery and installation of temporary furniture substantially similar to the Standardized Furniture ordered (Temporary Furniture) until such time that the ordered Standardized Furniture becomes available. Temporary Furniture shall be provided in such a manner as to minimize any disruption to the City and shall be furnished at no extra cost to the City.

**C. REQUIRED REGISTRATIONS**

The Contractor shall be required to provide the City with a current/valid Department of Industrial Relations (DIR) Registration Number.

	Name	Registration Number	Expiration Date
DIR Registration Number	Goforth & Marti DBA: GJM Business Interiors	1000001979	06/30/2026

The Contractor shall be required to provide a current/valid State of California Contractor's License.

	Name	Registration Number	Expiration Date
State of California Contractor's License	Goforth & Marti DBA: GJM Business Interiors	944352	03/31/2024

#### **D. CONTRACTOR PROJECT MANAGER RESPONSIBILITIES**

1. The City shall have the right to request a Contractor Project Manager. If the Contractor Project Manager is not performing to the City's expectations, the City may request removal and replacement of the Contractor Project Manager.
2. Contractor Project Manager will be responsible for providing the planning, ordering, delivery, and installation, of Standardized Furniture, bill of lading, verification of orders, and inspection for damage or order inconsistencies (e.g. wrong color or quantities). Contractor Project Manager shall be responsible for reordering furniture or punch list items. Contractor Project Manager shall be the single point of contact thorough the entire project, up to and including, completion of any outstanding punch list items.
3. Contractor Project Manager shall coordinate all delivery and installation of Standardized Furniture with the City's assigned representative(s).
4. If a project requires storage of materials/furniture, the Contractor Project Manager shall be responsible for securing such materials/furniture, at its sole cost and expense; provided, however, that the City may, but shall not be obligated to, provide for such storage, unless the City is the cause of the delay of installation thus necessitating storage. The Contract Project manager shall be responsible for coordination of transportation and installation of Standardized Furniture, including providing labor, equipment, and tools therefor.
5. Contractor Project Manager shall remove all cartons, packing materials, etc., from the job site. Job site is to be left clean and free of debris.
6. Contractor Project Manager will be responsible for tracking shipments, resolving material issues on any invoice, and verifying receipt of any materials/furniture ordered.
7. Upon award of a project, Contractor Project Manager shall coordinate a "Design Selection Meeting" in which the Contractor Project Manager shall invite representatives from all parties involved in the project to meet and discuss final details and specifications of projects. Contract Project Manager shall provide a written estimate within one (1) week of initial meeting with City representatives, in accordance with Contract pricing. Written estimate must include the number of hours, equipment, supplies, personnel, and cost it anticipates will be required to complete the requested project.
8. Contractor Project Manager is responsible for all field measurements including re-verification of measurements prior to ordering of products. Re-verification of measurements is the sole responsibility of the Contractor.
9. The Contractor Project Manager will follow up and rectify the punch list of the furniture project so the project itself can be completely finished and final payments can be made. Contractor Project Manager must be involved

throughout project until project is complete and all open issues have been resolved. Contractor Project Manager may not hand-off completion of project to any alternate individual without proper written justification and then approval by City Technical Representative.

10. The Contractor Project Manager will provide the City Technical Representative and the Purchasing Representative with a copy of all pre-punch list items (at delivery and installation), including any missing furniture items or items on backorder/delay with updated delivery date(s). In addition, pre-punch items shall be ordered by Contractor at time of discovery by Contractor of omission or defect and must be completed as quickly as possible and within a maximum of thirty (30) days. Contractor Project Manager, Technical Representative(s), and design firm must complete a final inspection and sign-off.
11. The Contractor Project Manager must report to the City any accident causing property damage or injury to persons related to the project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

#### **E. QUALITY ASSURANCE**

1. All Standardized Furniture must meet or exceed standards established by the Business and Institutional Furniture Manufacturers Association (BIFMA) and the American National Standards Institute (ANSI). Contractor shall provide documentation with each project to show compliance with all requirements.
2. Provide each item with all needed materials, fully furnished, and with all accessories; glides, hanging clips, rubber stops, cantilevers, etc., as required by the specifications and as recommended by the approved manufacturers.
3. Upon completion of projects, the Contractor shall notify the City Technical Representative in writing that the project is complete and perform a walk-through for the generation of a punch list. Contractor shall notify the Technical Representative at least three (3) days in advance of the walk-through. All punch list items must be rectified and completed as quickly as possible and within a maximum of thirty (30) days.

#### **F. COORDINATION**

1. The City shall not be responsible for any additional charges outside of those items listed in the pricelist submitted by the Contractor.
2. Installation activities shall be coordinated with the Technical Representative to ensure efficient and orderly installation, connection, and operation.
3. Loading dock and elevator usage shall be coordinated with the Technical Representative.
4. Staging area shall be coordinated with the Technical Representative. The Contractor and its sub-contractors shall receive, organized and store products and hardware in an orderly fashion.

5. Connection of building electrical power and communication cabling to systems furniture shall be coordinated with the Technical Representative.

#### **G. SHIPMENT AND DELIVERY**

All deliveries shall be FOB to final destination. Installation of products shall be priced separately, as set forth in Section T below. Contractor Project Manager will indicate all shortages and/or damages on the delivery receipt, identifying such shortages/damages by carton number, and the time the product is received. All items shall be re-ordered at the time of discovery. Contractor shall replace or repair within thirty (30) calendar days any damaged or lost product and notify the City of the same.

#### **H. STORAGE**

1. There shall be no extra cost to the City for storage of product unless storage is due to a delay caused by the City.
2. Contractor must provide a bonded warehouse facility, separate and secured from other tenants, for the storage of all furniture to be stored. The facility must be secured and have the required fire sprinklers. The warehouse shall be owned or leased by the Contractor unless agreed to in writing by the City. Contractor shall insure the City's product against theft, fire, and any liabilities that may occur, while such product is in Contractor's possession until the product is installed and finally approved by Technical Representative.

#### **I. INSTALLATION**

1. Installation of products shall be the responsibility of the Contractor and will occur during normal business hours (8:00 a.m. to 5:00 p.m.) per Department unless otherwise specified. Installers must work in tandem with other trades to successfully complete the job in the time allotted.
2. If unusual site conditions exist that the Contractor feels will seriously impact its ability to deliver and install effectively and in the specified time frame, the Contractor must bring such conditions to the attention of the City Representative. There will be no additional charges for dock, elevator, or security during an installation and the decision of the City on any site issues shall prevail.
3. Any work/installation to be accomplished outside of normal working hours (8:00 a.m. to 5:00 p.m.) per Department must be approved in advance by the City Representative. Installation delays not caused by the City shall be the responsibility of the Contractor.
4. It shall be the responsibility of the Contractor to ensure that all installation teams are properly trained in the installation methods of the Manufacturer's product lines.
5. The Contractor must complete a thorough employee background check on all independent installers to be used. The City may, at its sole discretion, accept or reject the team or any members thereof and request replacement(s).

6. If independent installers are used, the Contractor or Contractor Project Manager shall provide the City a list of past jobs and credentials, including reference names and phone numbers of the independent team.
7. The Contractor is responsible for damage to the product that they are installing due to negligence, fault, or omission of Contractor, of its employees or subcontractors in the handling or installation of product.
8. Any damage to data, electrical, and/or hydraulic cables occurring during delivery and installation period shall be the responsibility of the Contractor.
9. All products deemed by the City to be excess must be removed from the premises and shall be delivered to a City designated location.
10. All panel installation must be plumb and level. Panels must be leveled and aligned prior to component installation, with all vertical and horizontal joints flush and level. All reveals and exposed panel terminating edges must be maintained in constant line and width. All panel runs shall be flush, straight, and squared off including work surfaces that need to be modified on site.
11. All files, shelving, cabinets, and overhead cabinets shall be set plumb and if required, bolted together end to end, and top to bottom or secured to the adjacent walls with brackets or earthquake straps. All necessary shimming and leveling must be provided.
12. Contractor shall provide protective coverings for all doors, walls, floors, elevators, and existing furniture during all phases of installation.

**J. ADJUSTMENT, CLEANING AND PROTECTION**

1. Installations in progress and adjoining materials in place must be cleaned and protected during handling and installation.
2. Finished surfaces must be protected from damage and soiling during handling and installation, covered with polyethylene film or other protective coating during the process.
3. The Contractor is responsible for ensuring the removal of any soiled spots caused by installation of furnishings, as well as for the face of the flooring or other finished surfaces, using cleaning processes recommended by the product's manufacturer.
4. The Contractor shall be responsible for replacing any items where cleaning has failed to restore appearance and quality.
5. All hard surfaces must be wiped down and any residue from packing materials, mastic, adhesives, fingerprints, labels, and other debris on furniture must be removed.
6. All upholstered panels and seating shall be vacuumed, cleaned, and wiped down where required to remove debris.
7. All doors, drawers, hardware fixtures, and moving or operating parts must be adjusted to function smoothly and correctly.



8. All floor levelers or glides must be adjusted after each item is placed in its final position.
9. All minor scratches must be touched up with appropriate manufacturer's finish or replaced at Contractor's expense if touch up is not acceptable to the City.
10. All trash and debris must be removed and disposed of from each floor, each day of installation. Contractor must ensure that written maintenance and operational instructions are provided for all items.
11. Contractor and subcontractors shall not allow the installation, storage, or release of hazardous substances in, on, or from the project. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances.

#### **K. RECONFIGURATION OF EXISTING FURNITURE**

1. Contractor shall provide reconfiguration services on existing office furniture to the City as follows in accordance with the price schedule set forth in this exhibit.
2. Contractor shall review drawings for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge condition, two-way, three-way, or four-way connection.
3. Contractor shall conduct field study for site measurements. Review conditions of site for obstructions of columns, switches, HVAC vents, etc. Coordinate with City representative for electrical, phone and data installation, and other trades as necessary.
4. Contractor shall coordinate delivery of product to the job site and schedule with the City Representative time of installation to include:
  - a. Scheduling of dock use
  - b. Scheduling of elevator use
  - c. Selection of staging area for product
  - d. Installation start and completion date
  - e. Number of personnel needed to perform job; and
  - f. Total number of hours needed to complete the job.
5. Extra product that has been left from a reconfiguration will be stored at a location to be determined by the City.
6. Contractor shall be responsible for the removal and disposal of all packing material from City premises.
7. The City shall render the job site clean, clear, and free of debris prior to delivery and reconfiguration. Electricity, HVAC, and elevator service will be furnished without charge to the Contractor.

8. The Contractor shall be solely responsible for all damages to the installed product, as well as to any additional City property, which may occur as a result of installation service.
9. All work is to be performed during regular service hours (8:00 a.m. to 5:00 p.m.) unless required by the City.
10. The reconfiguration work may involve de-installing and re-installing furniture on the same floor, between floors or in different buildings.
11. The Contractor shall have the ability to purchase additional matching or compatible product to complete reconfiguration as required by the City.

#### **L. APPROVAL OF WORK**

1. The ordering department/project manager prior to approval for payment shall approve all completed work. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the Technical Representative. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.
2. For all invoices submitted, Contractor must agree that all pricing can be verified in the price lists submitted after award and on file with the Purchasing Department.

#### **M. INVOICING**

Contractor shall provide a total project cost for all services identified herein. Invoicing should consist of detailed accounting for all work performed including itemized costs for parts, labor cost, and date(s) of service and must be submitted to the individual Technical Representative for whom the work was performed. Invoicing shall be submitted to the City in accordance with the City's General Contract Terms and Provisions, Article 3.2.2, Service Contracts.

#### **N. PACKAGING**

All furniture, unless otherwise stipulated by the City, shall be shipped carton/packaged to conform to appropriate National Motor Freight Classifications, including supplements and re-issues. Contractor shall be responsible for removal and disposal of all packaging material from the City Locations.

#### **O. LEAD TIMES**

Contractor shall provide an estimated delivery and installation schedule and immediately notify the City of any delays that will impact the project's projected schedule.

#### **P. CUSTOMER SERVICE**

1. Contractor shall respond to all service calls within two (2) business days of notification by the City.
2. Contractor shall make every effort to make all appropriate repairs and/or replacements immediately but within thirty (30) calendar days of notification by

the City. If Contractor is unable to accomplish all repairs and replacements within thirty (30) days of notification, Contractor must provide the City with valid justification in writing as to the reason such tasks cannot be completed.

#### **Q. TASK ORDER PROCESS**

1. Department will provide a copy of the task order form (Attachment 1) and Statement of Work to the Contractor as services or materials are needed, prior to Contractor providing a quote or proposal for each work area, see Attachment 1 - Sample Task Order Form
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Technical Representative.
4. Technical Representative will review documents to ensure the task requested is in compliance with contract scope, limits, requirements, and includes all required supplemental forms.
5. If the task requested complies with contract terms & conditions and scope, Technical Representative will issue a Purchase Order for the work and provide notice to Contractor to proceed with work.

#### **R. TECHNICAL REPRESENTATIVE**

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will be specified on individual purchase orders issued under the Contract and will provide daily oversight of the Contract to ensure compliance with the Scope of Work and/or performance to Contract specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under the Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, nor a written request, for changes to the Contract from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

**S. CONTRACT PRICING**

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variation for these estimated quantities shall not entitle the Contractor to an adjustment in the unit prices or to any additional compensation. Proposer shall complete the pricing pages in their entirety to include the estimated annual bid total.

Proposers must enter the appropriate labor rate in Column A and the Material Cost in Column C. Column D is calculated as follows (A x B) + C = D.

TASK DESCRIPTION	(A) Labor Rate (per hour)	(B) Labor Hours	(C) Materials Cost	(D) Annual Cost
Delivery and Installation Services	Included in sell price	(01)	please see Tab C	pricing schedule *
Moves and Reconfigurations (based on Prevailing Wage)	Regular hours: \$49/hour After hours/weekend/holiday: \$59/\$69/hour	(01)	please see Tab C	pricing schedule *
Asset Management (based on Prevailing Wage)	Regular hours: \$49/hour After hours/weekend/holiday: \$59/\$69/hour	(01)	please see Tab C	pricing schedule *
Space Modeling (based on Prevailing Wage)	Regular hours: \$75/hour After hours: \$75/hour	(01)	please see Tab C	pricing schedule *
Restoration and Refurbishment (based on Prevailing Wage)	Regular hours: \$49/hour After hours/weekend/holiday: \$59/\$69/hour	(01)	please see Tab C	pricing schedule *
Maintenance Services (based on Prevailing Wage)	Regular hours: \$49/hour After hours/weekend/holiday: \$59/\$69/hour	(01)	please see Tab C	pricing schedule *
<b>Total Bid Price Per Year for Category</b>				

\*The number of labor hours varies per job, but we wanted to provide an hourly rate based on (01) hour. Annual cost total would depend on the number of jobs or tasks per year.

**EXHIBIT B - STATEMENT OF WORK  
ATTACHMENT 1 – SAMPLE TASK ORDER FORM**

Address \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

REQUEST DATE: \_\_\_\_\_

PURCHASE ORDER NO: \_\_\_\_\_

Description of the Complete Scope of Services: \_\_\_\_\_

**Check One:** \_\_\_ Standard Priority      \_\_\_ High Priority

Total Cost of Task Order Services: \$ \_\_\_\_\_ **Check One:** \_\_\_ Firm Price      \_\_\_ Not to Exceed Estimate

Other services required to complete this project: \_\_\_\_\_

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ \_\_\_\_\_ as full payment for the provision of these services and shall complete these services by \_\_\_\_\_.

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

**PROJECT MANAGER**

Title (or other appropriate title)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

**EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.



**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or



in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract



termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**12.1. Registration.** The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**C. Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

**A. BID/PROPOSAL/SOLICITATION TITLE:**

10090042-42-F As-Needed Furniture Provider for City of San Diego  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

<b>Goforth &amp; Marti</b>		<b>G M Business Interiors</b>	
Legal Name		DBA	
110 West A Street, Suite 140	<b>San Diego</b>	<b>CA</b>	<b>92101</b>
Street Address	City	State	Zip
Kyra Vrabel, Account Manager	<b>(800) 686-6583</b>	<b>(619) 236-0550</b>	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.



\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
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Name	Title/Position
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Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?  
 Yes       No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 04/01/1960 State of incorporation: California

List corporation's current officers: President: Laurinda P. Easley, President/CEO/Secretary  
Vice Pres: Stephen L. Easley, COO  
Secretary: Laurinda P. Easley, President/CEO/Secretary  
Treasurer: Josie Wong Donley, CFO

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes       No

If Yes, after what date: 04/01/1960

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following: 

	Authorized	Issued	Outstanding
--	------------	--------	-------------

- |                                     |       |        |          |
|-------------------------------------|-------|--------|----------|
| a. Number of voting shares:         | _____ | _____  | _____    |
| b. Number of nonvoting shares:      | _____ | _____  | _____    |
| c. Number of shareholders:          |       |        | _____    |
| d. Value per share of common stock: |       | Par    | \$ _____ |
|                                     |       | Book   | \$ _____ |
|                                     |       | Market | \$ _____ |

Limited Liability Company Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partnership Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sole Proprietorship Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 04/01/1960 State of incorporation: California

List corporation's current officers: President: Laurinda P. Easley, President/CEO/Secretary  
Vice Pres: Stephen L. Easley, COO  
Secretary: Laurinda P. Easley, President/CEO/Secretary  
Treasurer: Josie Wong Donley, CFO

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  **Yes**       **No**

If **Yes**, after what date: 04/01/1960

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2014001778 Year Issued: 2023

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: County of San Diego

Contact Name and Phone Number: Lisa Purser (619) 517-2022

Contact Email: Lisa.Purser@sdcounty.ca.gov

Address: 5560 Overland Avenue, Suite 270 MS-O32, San Diego, CA 92123-1204

Contract Date: August 1, 2021

Contract Amount: \$ 3,000,000.00

Requirements of Contract: Systems furniture, freestanding deskings, files, tables, seating, design, delivery & installation.

Company Name: BD (Becton Dickinson)

Contact Name and Phone Number: Joyce Olsen (858) 617-1510

Contact Email: Joyce.Olsen@bd.com

Address: 5859 Farinon Drive, Suite 200, Dept. 100, San Antonio, TX 78249

Contract Date: July 1, 2018

Contract Amount: \$ 9,689,001.00

Requirements of Contract: Systems furniture, freestanding deskings, files, tables, seating, design, delivery & installation. Service Net

Company Name: Tandem Diabetes Care

Contact Name and Phone Number: Danielle Schult (858) 414-2827

Contact Email: dschuh@tandemdiabetes.com

Address: 11045 Roselle Street, San Diego, CA 92121

Contract Date: January 1, 2018

Contract Amount: \$ 4,218,120.00

Requirements of Contract: Systems furniture, freestanding deskings, files, tables, seating, design, delivery & installation.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- (b)** Woman or Minority Owned Business Enterprise Certification # WBE2001720 (National Women's Business Enterprise Certificate) & AZ15186 (National Minority Supplier Development Council Certificate)
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A (No Subcontractors)

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: N/A (No Subcontractors)

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San



Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.

Diana K. Nickell, Contracts Manager

Name and Title

Diana K. Nickell

Digitally signed by Diana K. Nickell  
DN: cn=Diana K. Nickell, o=GM Business Interiors,  
ou=GM Business Interiors, email=dnickell@gmbi.net,  
c=US  
Date: 2023.08.02 13:18: 55:23 -0700

Signature

08/02/2023

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

**Attached Certifications:**  
WBE2001720 (National Women's Business Enterprise Certificate) &  
AZ15186 (National Minority Supplier Development Council Certificate)

**Attached additional references as well.**

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Diana K. Nickell, Contracts Manager

Print Name, Title

Diana K. Nickell

Digitally signed by Diana K. Nickell  
DN: cn=Diana K. Nickell, o=GM Business Interiors, ou=GM  
Business Interiors, email=dnickell@gmbi.net, c=US  
Date: 2023.08.02 18:53:28 -07'00'

Signature

08/02/2023

Date

Tab



# Executive Summary & Response to Specifications





# Human centered, future forward

City of San Diego

As-Needed Furniture Provider for City of San Diego



# Contents

- Tab A**
- Submission of Information & Forms**
- Complete & Signed Contract Signature Page
  - Exceptions
  - Contractor Standards Pledge of Compliance Form
  - EOC Forms
  - Living Wage Ordinance Certificate of Compliance
  - Additional Information

- Tab B**
- Executive Summary & Response to Specifications**
- Title Page
  - Table of Contents
  - Executive Summary
  - Response to RFP

**Tab C**

**Cost/ Price Proposal**

We believe in being our client's advocate by negotiating on their behalf to provide the best value at the lowest price.

Dear Ms. Ferguson,

GJM Business Interiors values the opportunity to continue our alignment for the City of San Diego As-Needed Furniture Provider RFP. As a current contract holder for the past 5 years, and the only Herman Miller certified dealer in San Diego, we have been very fortunate to partner with most of your departments on creating cost-effective and higher performing Herman Miller workspaces to support your valuable team members within the City of San Diego.

At GJM, we believe the only way to provide great service is by walking in our customers' shoes. We have outlined what we feel has been and will continue to be our key differentiators in being a valued partner:

- Past Performance.** With respect to our current partnership, GJM has supported many departments by helping the City capitalize on their investment in Herman Miller products with great service and a product that can grow and change with the City's needs. We've included testimonials from a variety of GJM clients that will attest to our overall performance and executional capabilities.
- Vertically Integrated Team.** Our highly trained team is prepared to provide project excellence. The key ingredient in our team is caring. We promise our team will do whatever it takes to ensure your happiness, on any day at any time. Your dedicated team is committed to streamline communication, achieve milestones together, and remain agile for the variety of needs the City of San Diego may have.
- Highest Quality Service.** More than just another furniture dealership, we truly care about our customers and always think like you! Our GJM Promise is to provide our clients with a redefined, world-class furniture buying experience. With nearly 55 GJM service vehicles, and a guaranteed 2-hour response time for emergency service calls, we offer unmatched service performed by our own highly trained and uniformed personnel to ensure top quality work at the lowest price, resulting in on-time delivery and project excellence.
- Experience.** GJM has supported all vertical markets in Southern California since becoming a Herman Miller dealer in 1989 with Local Government being one of our strongest. Working with countless Cities and (4) major Counties in SoCal, we have the experience to support you. GJM has had contracts with County of Riverside & County of San Bernardino for over 30 years and with County of Orange & County of San Diego over the past 5 years. Our partnership continues as projects complete to ensure you will have continued support and the return on investment you desire.

We recognize how incredibly important your work is and understand that your workplace success depends on the success of your furniture dealer. It continues to be our goal and mission to deliver our expertise regarding ergonomics, sustainability, workplace knowledge, and on-going daily services to truly be a partner of value to the City of San Diego. Being a local, minority-Woman Owned business located in San Diego, we take great pride in the partnership we've created and look forward to the great things we can accomplish together in the years ahead! We very much appreciate the opportunity to continue our partnership with the City of San Diego.

Dedicated to your workplace success,



*Lauri Easley*

Lauri Easley  
Owner/President

GJM Business Interiors



*Kyra Vrabel*

Kyra Vrabel  
Account Manager

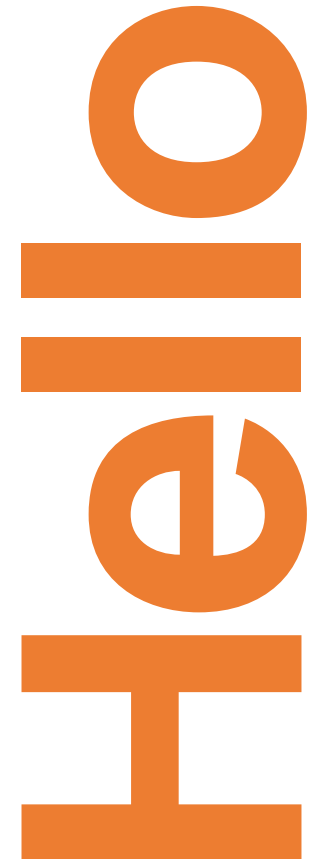
GJM Business Interiors



*Jason Stierl*

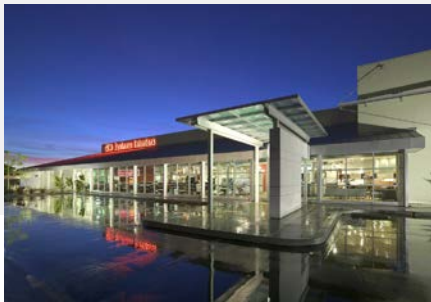
Jason Stierl  
Corp. Vice President of Sales

GJM Business Interiors



# Contact Us

(800) 686-6583  
www.gmbi.net



## Inland Empire Showroom & Distribution Center

1099 W La Cadena Drive  
Riverside, CA 92501

37,000 sq. ft.



## San Diego Showroom

110 W A Street, Suite 140  
San Diego, CA 92101

13,250 sq. ft.



## San Diego Distribution Center

5950 Nancy Ridge Drive, Ste 300  
San Diego, CA 921210

40,440 sq. ft.



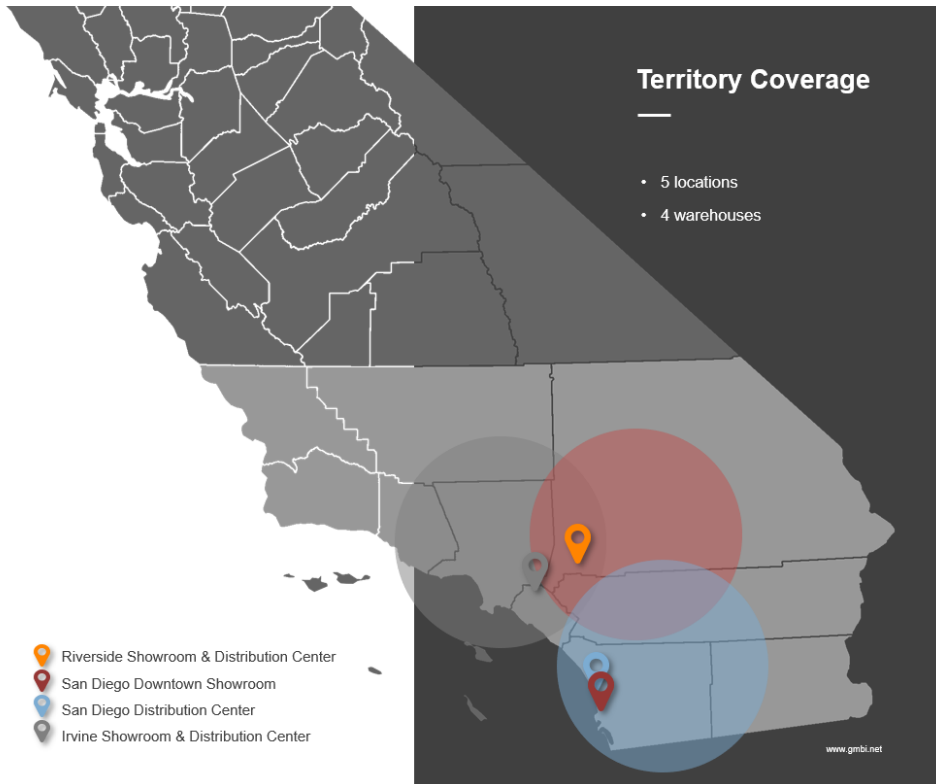
## Irvine Showroom & Distribution Center

9750 Irvine Blvd, Suite 107  
Irvine, CA 92618

46,000 sq. ft.



In 2003, G|M Business Interiors expanded and relocated its operation from San Bernardino to Riverside, opening a new 36,000 sq ft facility. Four years later, G|M opened an additional showroom in downtown San Diego and a warehouse in Sorrento Valley. This was followed by two expansions of the San Diego Showroom as well as a 40,000 square foot Client Experience Center in Sorrento Valley. In 2018, a new member was welcomed to the G|M family, DIV13, a DIRTT partner. DIV13's mission to create custom prefabricated interior spaces is harmonious with G|M's mission to create exciting workspaces that promote happiness, health, and higher performance. In 2020, G|M Business Interiors continues expanding throughout the Southern California market and has opened a new 47,000 sq ft location in Irvine, CA and another 18,000 sq ft. distribution center in Vista, CA.



Physical locations:

CEC Client Experience Center (40,000 sq ft)  
Warehouse 5950 Nancy Ridge Drive Suite 300 San Diego, CA 92121

G|M San Diego Showroom (13,250 sq ft) 110 West A Street (110 Plaza Building) Suites 140 + 150 + 225 San Diego, CA 92101

G|M Distribution Center (18,000 sq ft) 1359 Keystone Way Vista, CA 92081

G|M Riverside (37,000 sq ft) 1099 West La Cadena Drive Riverside, CA 92501

G|M Irvine (47,000 sq ft) 9750 Irvine Blvd Suite 108 Irvine, CA 92618

## Work Plan & Methodology

The City of San Diego is currently managed by (1) G|M MicroTeam. This dedicated team has supported the City in striving to be a high-quality model government agency that delivers services to the community in ways that demonstrate; excellence, leadership, stewardship, and innovation.

Our G|M MicroTeam includes an Account Manager who is your one point of contact. Your Account Manager is responsible for your overall happiness with our team and leads their Job Captain (JC), Designer, Project Manager (PM), and Punchlist & Customer Service Manager to project success. Your Account Manager is responsible for communicating your needs & goals to everyone at G|M and ensuring that resources are deployed to accomplish those goals. Our MicroTeam organizes weekly meetings to maintain a high level of communication. Our technology enables everyone at G|M to track design work orders, quotation progress and orders placement. Alerts are programmed to go out to notify the team of critical order checkpoints such as acknowledgement checks and that product has been received into the warehouse. Project Managers assist the MicroTeam with all orders that are (10) workstations equivalent or more.

Additionally, we currently employ 45 individuals (companywide) who possess a minimum of a four-year interior design or architectural degree. Our design team members work in a variety of departments as a team to achieve exceptional results.

As one of the top contract furniture dealerships in the region with locations in Riverside, San Diego and Irvine, G|M serves more than 10 Southern California Counties and countless organizations seeking a business partner that will aide them in elevating their workplace

## Account & Project Team



**Kyra Vrabel**  
Account Manager  
kvrabel@gmbi.net  
(619) 634-8841



**Linda Hardwin**  
Job Captain  
jhardwin@gmbi.net  
(800) 686-6583



**Melanie Biggs**  
Designer  
mbiggs@gmbi.net  
(800) 686-6583



**Gino Galarza**  
Design Assistant Manager  
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(619) 316-5198



**Dylan Kaufman**  
Project Manager  
dkaufman@gmbi.net  
(619) 854-8638



**Candice Young**  
Dir. of Workplace Success  
cyoung@gmbi.net  
(619) 301-4073



**Shellie Bollenbach**  
Dir. of Client First Sales Ops  
sfbollenbach@gmbi.net  
(800) 686-6583



**Christina Walton**  
Primary Partner Design Manager  
cwalton@gmbi.net  
(619) 203-2380



**Bob Hunt**  
Vice President of MAC Services  
rhunt@gmbi.net  
(619) 252-1100



**Chris Rabara**  
MAC Services Operations Director  
crabara@gmbi.net  
(619) 306-9082

**Jason Stierl**  
Corporate VP of Sales  
jstierl@gmbi.net  
(619) 302-8714

**Stephen L Easley**  
Principal | COO  
seasley@gmbi.net  
(909) 856-4974

**Danielle Isla**  
Design Operations Manager  
disla@gmbi.net  
(619) 548-4964

**Bobby Dillon**  
Project Management Director  
rdillon@gmbi.net  
(619) 893-3202

**Jeff Zimmerman**  
Dir. of Operations Warehouse & Installation  
jzimmerman@gmbi.net  
(619) 200-3761

# KYRA VRABEL

ACCOUNT MANAGER

To apply my unique skillset and perspective to elevate the workplace.

To work hard and go the extra mile for our client and my team to deliver the best possible service.

## PROFESSIONAL EXPERIENCE



**G | M Business Interiors** | San Diego, CA  
Account Manager, 2021-Present  
Project Manager, 2019-2021  
Designer, 2017-2019



**Intuit** | San Diego, CA  
Workplace Contractor, 2016-2017



**Renditions** | San Juan Capistrano, CA  
Intern, 2015

## EDUCATION

**Purdue University**  
BA Interior Design  
West Lafayette, IN  
2016

**Torrey Pines High School**  
Torrey Pines, SD  
2012

## PROJECT EXPERIENCE

City of Carlsbad  
City of San Diego  
Cal Coast Credit Union  
Jenny Craig International  
San Diego State University  
Scripps Healthcare  
San Diego Gas & Electric  
Sempra  
UC San Diego Marketplace



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# LINDA HARDWIN

JOB CAPTAIN

To utilize my interior design education and professional furniture sales experience. To elevate customers' workplaces by generating quotes, and exceeding customers' service expectations.

## PROFESSIONAL EXPERIENCE



**G | M Business Interiors** | Riverside, CA  
Job Captain, 2022 - Present



**Patio Productions** | San Diego, CA  
Showroom Manager, 2020-2022



**Dunn Edwards** | San Diego, CA  
Professional Color Advisor, 2017-2019

## EDUCATION

**San Diego Mesa College**  
Interior Design

**National City High School**  
San Diego, CA

## PROJECT EXPERIENCE

Biomed Realty, L.P.  
City of San Diego  
Foundation Medicine  
Palomar Health  
Tri City Medical Center  
Trilink Bio Technologies LLC.  
UC San Diego  
UC San Diego Health



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# MELANIE BIGGS

INTERIOR DESIGNER

Grow in knowledge and expertise within the commercial design world, provide spaces for users that are functional, support present and future needs and are aesthetically pleasing.

## PROFESSIONAL EXPERIENCE



**G | M Business Interiors** | San Diego, CA  
Interior Designer, 2022-Present



**Millington Lockwood Business Interiors** | Buffalo, NY  
Interior Designer, 2018-2022

## EDUCATION

**Villa Maria College**  
B.F.A. Interior Design  
Buffalo, NY  
2018

## PROJECT EXPERIENCE

City of Encinitas  
City of La Mesa  
City of San Diego  
Co. of Orange HCA  
CSU Fullerton  
FOundation Medicine  
Kaiser Permanente  
Palomar Health  
Riverside Community College  
Scripps Health



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# GINO GALARZA FRANCO

ASSISTANT DESIGN MANAGER

To create innovative design solutions that make people feel inspired in the work place.

Exploring new ideas helping the end user obtain a more productive, healthier and enjoyable work experience.

## PROFESSIONAL EXPERIENCE



**G | M Business Interiors** | San Diego, CA  
Assistant Design Manager, 2022-Present



**Pivot Interiors** | Los Angeles, CA  
Designer, 2016-2022



**MBH Architects** | Alameda, CA  
Designer, 2010-2016

## EDUCATION

**Woodbury University**  
BS Architecture  
San Diego, CA  
2009

**Bonita Vista High School**  
Chula Vista, CA  
2000

## PROJECT EXPERIENCE

City of La Mesa  
County of San Diego  
First American Commercial Bancorp  
Los Alamitos USD  
Scripps Health  
Sharp Healthcare  
Trilink Bio Technologies



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# DYLAN KAUFMAN

PROJECT MANAGER

My goal is to facilitate the creation of spaces with personalities that match and or compliment the personalities of the occupants, with an emphasis on comfort and productivity, as well as mindfulness and employee wellness.

## PROFESSIONAL EXPERIENCE



**G | M Business Interiors** | San Diego, CA  
Project Manager, 2021-Present  
Punch List Manager, 2014-2019



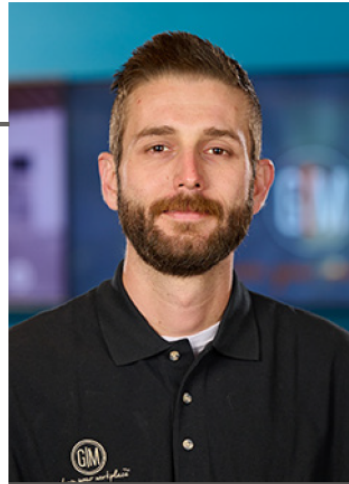
**American Office** | Washington DC  
GSA Project Manager, 2019-2021

## EDUCATION

**El Capitan High School**  
Lakeside, CA  
2010

## PROJECT EXPERIENCE

City of San Diego  
Neurocrine  
Perkin COIE  
Sempra HQ  
TSA  
US San Diego Health  
USCIS



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www.gmbi.net

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Suite 300  
San Diego, CA 92121



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# CHRISTINA WALTON

PRIMARY PARTNER DESIGN MANAGER

To continue to lean and grow as a designer for office interior spaces.

To provide functional and unique working environments to fit our client's needs and desires for their personal work spaces.

## PROFESSIONAL EXPERIENCE



**G | M Business Interiors** | San Diego, CA  
Primary Partner Design Manager, 2020-Present  
Director of WE Team Operations, 2019-2020  
Designer Manager, 2018-2019  
Product Application Specialist, 2010-2018



**Seal Furniture & Systems, Inc** | San Diego, CA  
Designer, 2007-2010

## EDUCATION

**San Diego State University**  
BS Interior Design  
San Diego, CA  
2004

**International School Manila**  
Makati, Philippines  
1997

## PROJECT EXPERIENCE

City of San Diego  
Cumming Corporation  
Event Network  
Sempra  
San Diego Gas & Electric  
Scripps Health  
Synthetic Genomics  
Pfizer  
UC San Diego Medical Center  
US Navy



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# CANDICE YOUNG

DIRECTOR OF WORKPLACE SUCCESS

My goals are to help with team development, growing our San Diego market, strong networking, and leadership resource for entire San Diego team

## PROFESSIONAL EXPERIENCE

- G | M Business Interiors** | San Diego, CA  
Director of Workplace Success, 2022-Present
- Herman Miller** | San Diego, CA  
Sales Manager, 2019-2021  
Business Development Manager, 2012-2019
- Tangram Interiors** | San Diego, CA  
Account Executive, 2011-2012

## EDUCATION

**California State University, Fresno**  
B.S. Business Administration  
Fresno, CA  
2005

**Thornapple Kellogg High School**  
Middleville, MI

## PROJECT EXPERIENCE

Locale Advisors  
SPAWAR  
GKN Aerospace  
USCIS  
Vertex Pharmaceuticals  
Palm Springs USD  
Loma Linda University Health  
Maravi



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# SHELLIE BOLLENBACH

DIRECTOR OF CLIENT FIRST SALES OPERATIONS

To grow and learn with G|M in order to build extraordinary customer experiences as well as my own personal insights.

To become a valuable asset to every person I interact with throughout my tenure here at G|M.

## PROFESSIONAL EXPERIENCE

- G | M Business Interiors** | Riverside, CA  
Dir. of Client First Sales Ops., 2021-Present  
Job Captain Manager, 2016-2021  
AMA Assistant Manager, 2015-2016  
Account Manager Administrator, 2014-2015
- Nordstrom** | Costa Mesa, CA  
Department Manager, 1999-2007
- Nordstrom** | San Diego, CA  
Department Manager, 1998-1999

## EDUCATION

**The Art Institute of CA, Orange County**  
BS Interior Design  
Santa Ana, CA  
2007

**Riverside Poly High School**  
Riverside, CA  
1995

## PROJECT EXPERIENCE

City of Redlands  
County of San Bernardino Architecture & Engineering  
Arrowhead Regional Medical Center  
County of San Bernardino  
County of Orange  
Edwards Air Force Base  
Hoag Hospital  
Leaf Capital Funding  
State Compensation Insurance Fund  
United States Citizenship and Immigration Services (USCIS)



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Riverside, CA 92501



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# BOB HUNT

VICE PRESIDENT OF MAC SERVICES

Continue to demonstrate pride in the quality of my work and willingness to perform any task in order to remove obstacles and get the job done.

## PROFESSIONAL EXPERIENCE

- > **G | M Business Interiors** | San Diego, CA  
Vice President of MAC Services, 2022-Present  
Director of Furniture/MAC Services, 2014-2022  
Senior Project Manager, 2013-2014
- > **Corovan Moving & Storage** | Portland, OR  
SDG&E Move Manager, 2009-2013
- > **Alexander's Mobility Services** | Portland, OR  
SDG&E Move Manager, 2005-2008

## EDUCATION

**San Diego State University**  
BA Marketing/Public Relations  
San Diego, CA

**Valhalla High School**  
San Diego, CA  
1992

## PROJECT EXPERIENCE

- Bridgepointe Education
- Carefusion
- CBRE
- City of San Diego
- County of San Diego Sheriff
- Cumming Corporation
- Sempra
- San Diego Gas & Electric
- San Diego Unified School District
- Sharp Healthcare
- San Diego VA Hospital
- Naval Medical Center



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# CHRIS RABARA

MAC COORDINATOR

To continually showcase G|M MAC Services and present a positive move experience tailored to our client's needs. We achieve this by listening to our client's vision and executing their goals through our talented G|M team.

## PROFESSIONAL EXPERIENCE

- > **G | M Business Interiors** | San Diego, CA  
MAC Coordinator, 2013-Present
- > **Agile (1)** | San Diego, CA  
MAC Database Administrator, 2012-2013
- > **Presentation Services** | San Diego, CA  
Sales Manager, 2006-2010

## EDUCATION

**California State University, San Marcos**  
BA Business Administration  
San Marcos, CA  
2005

**Rancho Bernardo High School**  
San Diego, CA  
2000

## PROJECT EXPERIENCE

- San Diego Gas & Electric
- Sempra Energy
- Illumina, Inc.
- Pfizer
- Axos Bank
- Mission Federal Credit Union
- Calpine Energy Solutions
- County of San Diego Sheriff
- Costco
- California Constructors
- Coned Clean Energy Businesses



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## Equal Opportunity Employer

It is G|M's policy to provide equal employment opportunities for all applicants and Team Members.

G|M does not unlawfully discriminate on the basis of race, color, religion, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression and sex stereotyping, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding Team Member wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, G|M also makes reasonable accommodations for disabled applicants and Team Members; for pregnant Team Members who request an accommodation, with the advice of their health care providers, for pregnancy, childbirth, or related medical conditions; for Team Members who are victims of domestic violence, sexual assault, or stalking; and for applicants and Team Members based on their religious beliefs and practices.

G|M prohibits sexual harassment and the harassment of any individual on any of the other bases listed above.

As a government contractor, G|M has adopted an Affirmative Action Plan and is committed to making a good faith effort towards achieving the objectives of the Plan.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and Team Member to conscientiously follow this policy.

## Woman & Minority Owned Business

It has always been G|M's policy to provide equal employment opportunities for all – and now G|M is proud to be a woman and minority owned business.



NAICS: 337214  
UNSPSC: 56101700  
Cert# WOSB201098  
Exp: 07/31/2024



NAICS: Various  
UNSPSC: 56101700  
Cert# AZ15186  
Exp: 02/22/2024



## Why G|M Business Interiors

G|M creates exciting & dynamic spaces for people to work, heal, learn, and thrive. We solve the really tough problems facing organizations today including workflow, space utilization, collaboration, and rightsizing. Our experience & knowledge make the difference. With Pride, Passion, and Performance; we listen, we execute, and we have fun doing it! High performance organizations need every edge; our job is not complete until your team is happier, healthier, and higher performing!



# Our History

Creating a passionate, educated and professional office furniture dealership.

With humble roots dating back to 1944, GJM Business Interiors first got its start as a small office equipment supplier in San Bernardino, CA. Arrowhead Office Equipment was a one-stop-shop for customers office equipment needs. Soon thereafter, the business was incorporated as Goforth & Marti Office Supply Inc. and in 1987, it was purchased by William F. Easley.

In 1989, William's son, Stephen L Easley, noticed a serious need for a more passionate, educated and professional office furniture dealer in the project delivery ecosystem. He envisioned an organization that embraced design and that could better serve clients by creating excellent projects and controlling all steps of the service process with in-house professionally-trained team members. Steve joined the firm as President, and the Contract Interiors division was re-named GJM Business Interiors, a division of Goforth & Marti, also becoming a Herman Miller dealership.

In 2003, GJM Business Interiors expanded and relocated its operation from San Bernardino to Riverside, opening a new 36,000 sq ft facility. Four years later, GJM opened an additional showroom

in downtown San Diego and a warehouse in Sorrento Valley. This was followed by two expansions of the San Diego Showroom as well as the new 40,000 square foot Client Experience Center in Sorrento Valley.

In 2018, a new member was welcomed to the GJM family, DIV13, a DIRTT partner. DIV13's mission to create custom prefabricated interior spaces is harmonious with GJM's mission to create exciting workspaces that promote happiness, health and higher performance.

In 2020, GJM Business Interiors continues expanding throughout the Southern California market and has opened a new 44,000 sq ft location in Irvine, CA.

As one of the top contract furniture dealerships in the region with locations in Riverside, San Diego and Irvine, GJM serves more than 10 Southern California Counties and countless organizations seeking a business partner that will aide them in elevating their workplace.





## General Financial Overview

Updated January 20, 2023

G|M Business Interiors is the dba of Goforth & Marti, established in 1944 is a private, minority and woman owned enterprise with 261 employees.

Vertically integrated, G|M is one of the few office furniture dealers in California with its own showrooms, warehouses, fleets of service vehicles and our own fully trained Interior Construction, Design, Storage and Installation divisions - making G|M uniquely qualified and positioned to handle large clients with significant project needs.

G|M currently holds over 60 on-going major contracts with government, healthcare and education entities throughout Southern California as well as; Federal Government Contract GS-28F-0022X for Office Package, US Navy Contract #N0018917A0052 and multi-year contracts with: Orange, Riverside, San Bernardino and Riverside Counties, Sempra Energy, SDGE, Pfizer, Esri, Illumina and Becton Dickinson.

G|M possesses a California Contractor's Licenses for C61 for pre-fabricated equipment and D34 license for prefabricated modular office, laboratories, medical equipment & cabinetry.

G|M Business Interiors and Herman Miller + knoll

RFP Response for Client and/or Project Name

## Key Financial Highlights

(Under current ownership since 1989)

- Since 2000, G|M has sold over \$1.57B of office furniture products, interior construction and services.
- G|M has an excellent, uninterrupted 33-year (under same ownership) track record of sales growth and paying its bills on time through all economic cycles.
- Our D&B Commercial Credit Score Class is '1', which is the best possible score.
- Our credit line of \$10.0M in concert with our significant retained earnings of \$21,376,251, affords G|M the financial capacity to deliver extremely large projects, worry free to our very important clients.
- G|M has invested over \$ 12.5MM since 1995 in the development of proprietary software to deliver exceptional services and technology to our Clients.
- Our technology infrastructure and capability is unmatched in our industry.
- G|M's retained earnings of \$21.4MM at FY22 year end demonstrates the dedication of our ownership to financially strengthen the business and continues to invest and fund for our future growth and success.
- Our 2022 sales were \$ 109M or 28% higher than 2021. G|M's fiscal year is January 1 through December 31.
- G|M has an excellent proven track record of handling projects of all sizes and complexities from \$5M to over \$20M. Please see our attached exhibits of single largest purchase order to see the size and complexity of four projects. For the past 33 years, we have maintained documentation of references in all vertical markets, Client satisfaction survey scores and records of all our highest single project purchase orders.
- G|M maintains excellent relationships with our vendors and we hold the highest rankings for enhanced purchase power with each manufacturer we represent. G|M is a Diamond, Platinum, Preferred, Key or Premium dealer for each of our manufacturers. This gives you peace of mind that you will receive the lowest possible pricing on any product you should desire.
- G|M is a top 10 Platinum member of the Herman Miller Certified Global Network. G|M has continually exceeded the stringent financial qualifications required for membership upon annual renewal certification. MillerKnoll, overall has 50 Certified Dealers in the United States.
- G|M has demonstrated that it possesses a diversified client base in healthcare, education, government and private enterprise, thus providing the economic continuity to be there for our clients in the future.

## Customer Service

Communication within the MicroTeam is supported by the JC receiving their Account Manager's e-mails. This ensures responsiveness to you even if your Account Executive is in a meeting. The rest of your team includes our Information Technology Integrator, who will ensure all computer programs, such as e-Asset are integrated into our system for you. Our Scheduling Manager will handle all order distribution and scheduling and our Customer Service Specialist will handle warranty items, punchlist completion and service requests.

Our proprietary operating software "elev8" has been developed to make our communication with our customers natural and seamless. Our workflow is patterned to keep our staff informed about what they need to do for our customers. All input elements are completely accessible by our customers.

Orders are managed and e-mail notifications are generated and sent to our customers, keeping you quietly & politely informed of your order's progress. All documents related to each, and every order are web accessible on our secure, password protected website. Our technology is proprietary and can be adapted to our client needs.

G|M is vertically integrated, employing G|M trained team members we manage our responsiveness, workload, and the quality of our services. Our G|M Promise includes the premise of service excellence by thinking like our client and utilizing our vertical integration to custom tailor services for each individual client. G|M goes above and beyond in providing outstanding services by scheduling installers who are experienced on your project and providing continuity by scheduling those same installers on your next project. This helps our clients save time and money through efficiency. We provide exceptional installation services, G|M punch-list stickers, key boxes, wood kits for wood desking, vacuuming and clean furniture that is leveled, fully set-up and polished.

# Our Promise

To provide our treasured clients a redefined, world class furniture buying experience.



## Elevating your Workplace™

It is our trademark...we believe no amount of great furniture can make up for sub-par design, therefore we are not order takers, we are a workplace leader and innovator. We employ a talented Workplace Excellence Team of over 40 interior designers whose mission is to ensure your workplace is happy, healthy and higher performing. We help you and your design partners create a facility that supports the work of your teams and your processes, while enhancing engagement and productivity.

## Technology

Why is it important that we invest in our own proprietary technology? It supports all GJM processes throughout our organization enabling accuracy, efficiency and teamwork. Elev8 and ePortfolio speed the process for discovery and programming the best solutions. Visualization software makes the furniture buying experience fast, fun and simple. MyWindow allows GJM to be the only dealer to provide unprecedented transparency in our transactions.

## Products + Price Value

Value is not the lowest price today, but the lowest price over the life of the product. We contemplate long term costs to ensure you pay the least per year for top quality, performance products that will last the test of time. This ensures you pay the lowest price over the expected and warranted life of your products. We are 99.80% error free in our specifications, so you don't pay for our mistakes. We are your advocate, negotiating on your behalf with factories, allowing you to maximize benefit from our collective purchasing power.

## Service

Our clients are all different but they all expect 100% service. We believe great service starts by walking in your shoes to understand your specific needs. We are full service, meaning we offer a complete suite of 37 services including; planning, workplace strategy, consultation, interior construction, delivery, installation, move management, reconfigurations, flooring and refurbishment services. GJM employs its own 150 member client services division, all badged, trained and uniformed. We believe in continuity and will assign team members to clients to streamline processes.

## Caring

When asked what is the number 1 reason behind GJM's success...we answer that it's our caring team members. Caring is what makes the difference. Greatness requires caring at its highest level, to go above and beyond, set the bar and do what's right. Our highly engaged team members are passionate about being there for our clients, no matter the time of day or day of week. You will see it in every GJM department, every day. Our team's goal is to continually earn your trust and be your relied upon business partner. We won't stop working until you are completely satisfied and 100% happy.

## G|M Services Menu

G|M is skilled in providing specialized products & services to our customers in government, healthcare, education and private enterprise.

### Complete G|M Service Offering

#### Planning Services

Our professional team utilizing advanced listening and data gathering tools will identify key visions and develop an office to Elevate your Workplace™.

#### Assembly + Installation

G|M Client Services Group is renowned in the industry as the best. Uniformed, trained and polished to provide the most professional services!

#### Wall Coverings

G|M is equipped to coordinate all aspects of your project, including wall coverings, painting and other vertical surface needs, providing a turnkey solution.

#### Moves, Adds + Changes

Our very experienced G|M MAC Team takes pride in making our clients happy! They have an amazing satisfaction record and extensive testimonial collection.

#### Refurbishment

Maximizing your investment and doing the smart thing now and for the future are the cornerstones of determining the scope of your re-use of assets. We will always verify the most cost effective solution for you.



#### eAsset Inventory Management

Store your additional product or office equipment with G|M at our secure warehouse facilities. It will cost you less for the long run with G|M transporting the product immediately to you versus traveling to a third party location.

#### Data Cabling Coordination

Systems Furniture can only be installed as fast as data cabling is installed after we build the frames or panels. G|M can handle the scheduling and coordination of data cabling for our clients as another service to enhance project efficiency and speed the process.

#### Specialized Accessories

Accessories are almost always a serious afterthought. This needs to stop. A great project needs the small details to be thoughtful and on target or it can ruin and otherwise great design.

#### Flooring

Coordinating a successful project requires all team members to be in sequence. Many of our Clients have come to realize that more services G|M provides the smoother the project. Getting flooring in time is critical to all weekend projects. Let G|M manage this for you!



## G|M Installation Team

With over 140 in-house client service team members, G|M is equipped to successfully manage delivery and installation every step of the way.

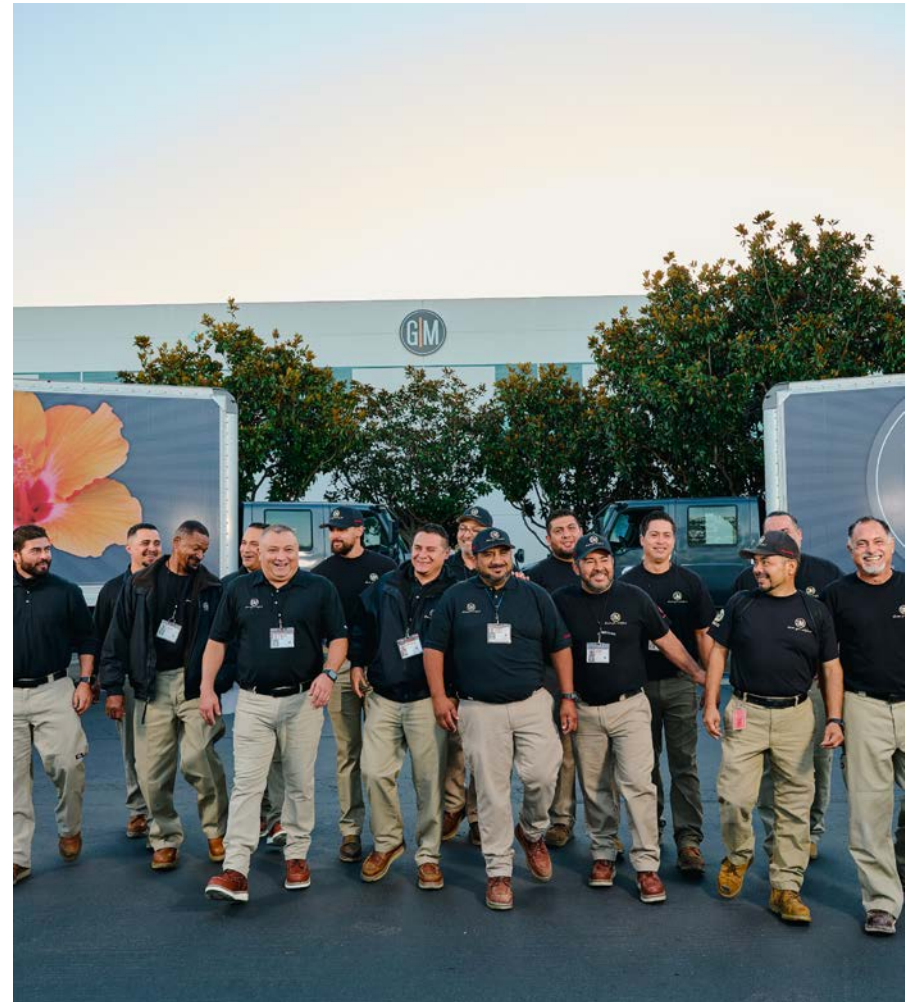
We ensure that all product is delivered according to schedules and coordinated with the site manager and tradespeople. We provide supervision, equipment, and all the necessary permits to proceed quickly and safely. And we verify the product against the delivery ticket with a commitment to clean, repair, or replace damaged product.

Our installation services don't just start when product is delivered. We plan the installation, prepare the site, and disassemble and remove any existing furniture. If desired, we'll move existing furniture and reinstall it in a new location.

Our installers are also Herman Miller Certified—meaning they complete a series of training programs and demonstrate a thorough knowledge of installation practices. We follow prescribed procedures and adhere to plans and drawings. When the product arrives, our installers unpack, stage, and assemble it in compliance with the manufacturer's standards—and restore the area to broom clean condition.

Once installed, we check the product carefully to make sure it's level, aligned, and working properly. Then we clean and polish it as instructed by the manufacturer. Even after installation is complete, our service isn't. We also train your people to use the product, follow up to assure you're satisfied, and make any necessary changes.

[View our G|M Services Video >>](#)



# Project Management

Our project management cycle starts with providing a Project Timeline to ensure project goals are front and center, enabling us to perform milestones on time. A full-time project manager is assigned to each project and the team follows the internal “POP” (Project Organization Principles) program which keeps all MicroTeam members on track throughout the project. Key milestone checkpoints are tracked in our proprietary software at each stage of the project.

Throughout the project your GJM Project Manager will complete many objectives in managing your project; double checking measurements, attending construction or project team meetings, ensuring electrical requirements are understood, scheduling all product deliveries, ensuring sufficient quantity of Installers are on duty, conducting the Punch-list walks and teaching our entire Client’s staff how to adjust their new workstations, chairs, ergonomic tools and lighting upon move-in.

If project delays are uncovered, our Project Manager will work closely with manufacturers to adjust shipping dates where possible. Often times, additional costs are avoided by the close monitoring of our PM’s during construction meetings and site visits.

## Tools & checklists utilized to ensure quality in project completion:

### Project Milestones

Each project is automatically outfitted with all the checklists and information to manage, track and document all major milestones for immediate retrieval during or after project completion.

### Pre-Install Checklist

Step by step job site readiness categories guide our team to start the project with any potential obstacles accounted for.

### Equipment Checklist

The G/M team will always be prepared with the proper tools to complete your job smoothly and efficiently.

### Post Delivery Checklist

Our job is not complete just because the furniture is installed. This list ensures that all aspects of the project have been addressed, from user demos to completing any punch items.



## Storage Rates

While our Project Managers work diligently to manage ship dates and subsequently the time product spends in the warehouse - there are times that last minute hurdles may delay delivery of product to site.

Please see the matrix below for storage rates;

Type	Units	Cost
Storage Rate, Full Bay, Monthly	288 Cu Ft	\$75.00
Storage Rate, Half Bay, Monthly	144 Cu Ft	\$45.00
Storage Rate, Full Bay, Daily	288 Cu Ft	\$2.50
Transition Fee	By Project	\$0.00
Dumpster, One Delivery + One Pick-Up	40 Yd	\$490.00



## GJM Design Approach

Today's work environments pose various dynamic challenges that leaders are expected to address. We are committed to be a knowledgeable source, armed with the most innovative, healthy and visually interesting solutions possible. We pass this knowledge on to our clients in order to elevate your workplace with an environment that is highly functional, visually exciting and is a cutting-edge solution for your business needs.

In order to deliver an environment that meets the specific needs of our clients, we have identified a pragmatic design progression, outlined below, that ensures all facets of a successful project are identified and carried out the GJM way.

### Discovery

This phase may be defined through consultation, in which case a WE team member, and the Account Executive will meet with the client to discuss and identify the vision, mission, goals and criteria for the project as it pertains to each department within the facility. During the discovery sessions we will identify the work styles, collaborative needs, tools associated with each role and understand the activities workers engage in throughout the day in order to move work forward. Through our understanding of the space needs, work styles, and ratio of collaborative to individual work we can develop designs for supportive work settings. The GJM Electronic Customer Questionnaire's may also be developed, administered and dispersed to different departments and their staff to amass and evaluate space requirements for workstation typical development if so desired by the client. This phase will also include site documentation: field measurement and identification of all existing conditions such as electrical outlets, light switches, thermostats, sill heights, ceiling heights etc.

### Design Development

The information gathered during discovery will be applied to develop circulation diagrams, setting diagrams, furniture space plans color scheme concepts, and material options to be presented and reviewed by the client. Revisions to the design will be made based on client feedback until all elements are approved and designed through scale drawings, material samples, renderings, and mock-ups as required.

## G|M Design Approach Cont.

### Interior Design and Furniture Standards

Upon completion of design development, drawings will include panel heights, widths, electrical base in-feed locations, outlets, work surfaces, components, finish locations (fabrics, paints, and carpets), 3D drawings and 3D renderings from multiple views illustrating all work settings with the approved color scheme applied. An accurate Bill of Materials of all furniture/design components will be derived directly from the final drawings and finish selections to develop cost estimates.

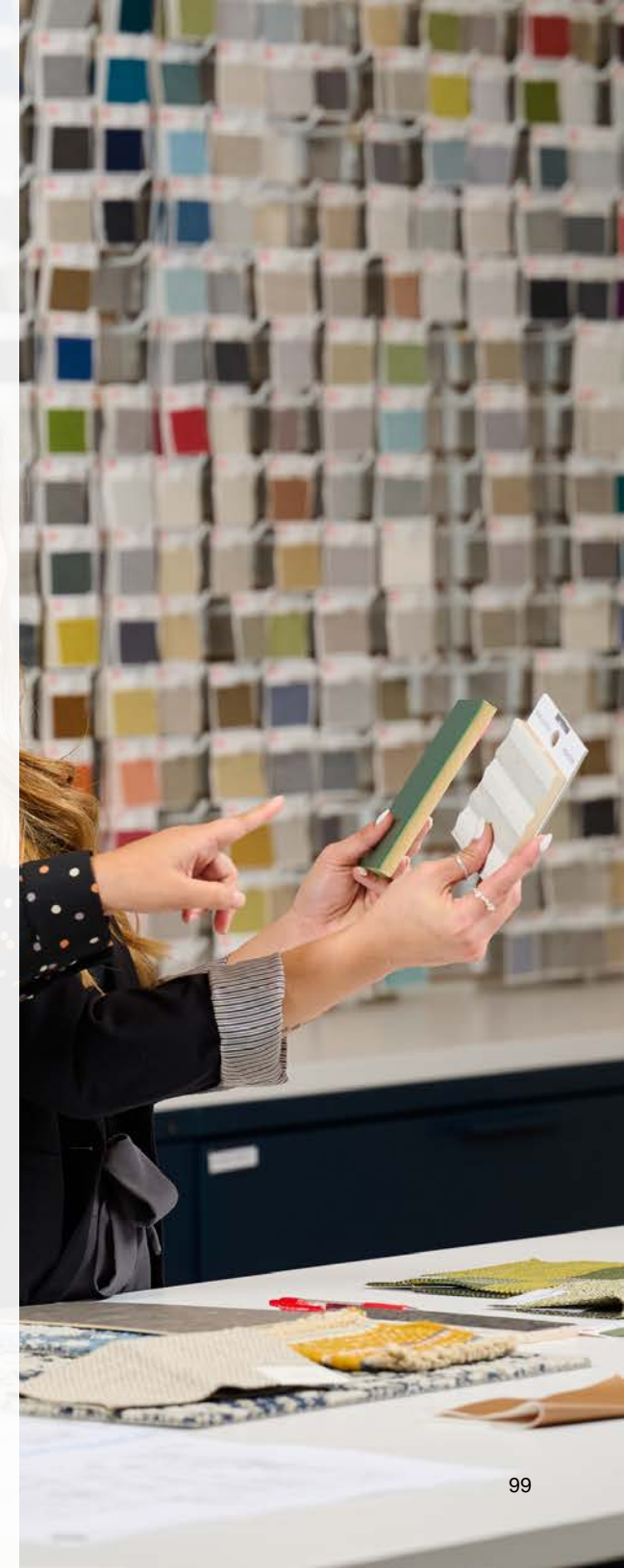
Beyond the bill of materials, product masters will be developed to illustrate the furniture standards (manufacturer, model number, fabric and finish, department, and location within the facility) for the project and will be used by all parties in conjunction with final drawings, color boards, renderings, and all required environmental compliance documentation to exhibit the design intent. The documents will serve as reference for all future furniture order “add on” or reconfigures. Product Master’s will be printed for client sign off. All project information will be provided in printed and electronic format.

### Reconfigures and Future Furniture Orders

AutoCAD drawing files and inventory of existing furniture will be updated as each reconfigure/add on occurs. All future furniture orders will be specified according to the bill of materials developed in the previous phase to maintain standards for future growth and flexibility.

### Practices, Codes, and Methods

Furniture space plans will be designed to at least meet minimum clearances, exiting requirements, occupancy loads, and seismic provisions. Drawings will be reviewed carefully by the G|M Workplace Excellence Manager and Quality Control Leader to ensure, design and specification accuracy as well as compliance with all codes and regulations that apply.



## Ordering Process

G|M Business Interiors continually utilizes technology, part of our G|M Promise to demonstrate our desire to be efficient and transparent. This begins during the ordering of products and continues through to the delivery and coordination of services. Each order will launch email correspondence several times throughout the process; order entry, factory acknowledgement, receipt confirmation (product has arrived in the warehouse), and lastly, scheduled delivery confirmation. G|M receives shipment notifications in advance from our manufacturers which allows us to act quickly on backordered or out-of-stock product. Upon receipt of those notifications; our Installation Scheduling Manager will begin to contact the designated POC to schedule a day and timeframe that is convenient for them. This ensures that our clients will receive their product as fast as possible with little to no delay in lead time. On the day of the delivery, our client POC will receive a courtesy delivery email from our system that highlights which one of our Service technicians will be making the delivery with his photo and the time of the delivery. Our G|M Service Technicians are Team Members you can trust...to install properly to code and install any brand of furniture that you have ordered.

With the Herman Miller Performance System (HMPS), our partner manufacturer, Herman Miller, started their lean focus in manufacturing—making exactly what customers need, cutting waste, and improving quality and safety scores. It's been such a success that they can tell you the day and time your furniture will arrive within 2 hours of order entry. Your products will arrive on time, error-free, and be right over 99% of the time. That success has prompted Herman Miller to start applying lean principles beyond the shop floor, including their dealers. By taking a lean approach, Herman Miller's dealers reduced installation time for customers by 40% and overall costs by 25%. As a dealer, G|M Business Interiors has implemented the HMPS process of furniture installation utilizing lean methods of movement and task action steps to eliminate redundancy. Following these prescribed processes G|M Business Interiors has reduced our installation time on a workstation by 2 hours on average, saving our client's money on labor costs. We are a continuous improvement company, and we strive to be a "category of one" company. G|M also utilizes the A3 Continual Improvement worksheet where a problem is identified, and a process improvement plan is devised and implemented.



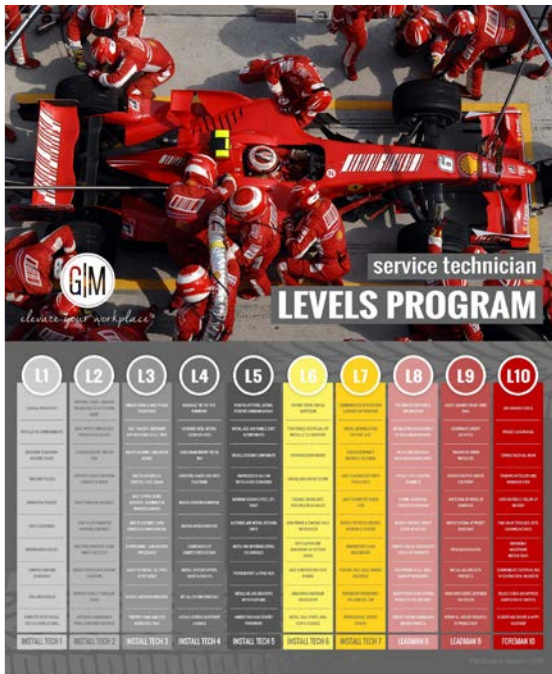
## G|M Quality Control Initiatives

In order to maintain and continually improve the quality of the service and product G|M provides, a significant investment is made in a number of programs to ensure you receive product free from defects, on time, and without extra cost.

*How do we do it?*

### We are Vertically Integrated

Our menu of services from concept to completion are performed by 150 office furniture professionals and over 100 G|M 'Client Services' team members with a fleet of 40+ service vehicles. Team members are selected due to their desire to become industry experts – those who possess continual growth, advancement and career mentalities – all resulting in passionate, accountable team members.



### We Invest in Training

In order to encourage continual learning and growth in our employees, G|M has developed and implemented the "Levels" training program. This program, built specifically for each department, addresses key milestones and skill sets that are required of those positions to produce an educated and knowledgeable expert in their field. Each 'Level' requires a true understanding of various skills in which the employee logs a specified number of hours performing and perfecting each skill before they are tested and finally approved by management as sufficiently experienced and knowledgeable in the subject.



Regular trainings are scheduled to enhance the Levels program including; manufacturer product presentations, process and procedure reviews, product application and technical training, hands-on functional experience, key performance indicator reviews and continual improvement discussions. Individual performance assessments are also conducted monthly to reinforce positive behaviors and provide opportunity to discuss improvements when required.

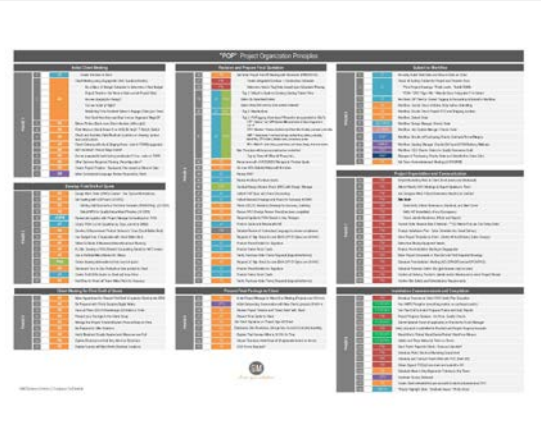


## We Utilize Technology

In order to provide expedient and efficient service to our clients, GJM believes in investing in various technology platforms to offer an experience unparalleled by any other office furniture dealer. Advanced technologies and continual improvement of these platforms allow us to remain 10 years ahead of the competition in response time, order accuracy and transparency. Much of our technology is proprietary, providing flexibility and adaptability to our client's specific needs.

## We Focus on Process Development & Management

GJM has developed various processes to support the proper management of design, procurement and installation execution. Our 'POP' (Project Organization Principals) process outlines the steps and responsibilities required of each team member to produce an organized and well managed project. Critical benchmarks are frequently visited and managed by providing a Project Timeline to guide the process and set expectations. Project milestones, pre-install, equipment and post-delivery checklists are utilized to further ensure all aspects of a project are addressed appropriately.



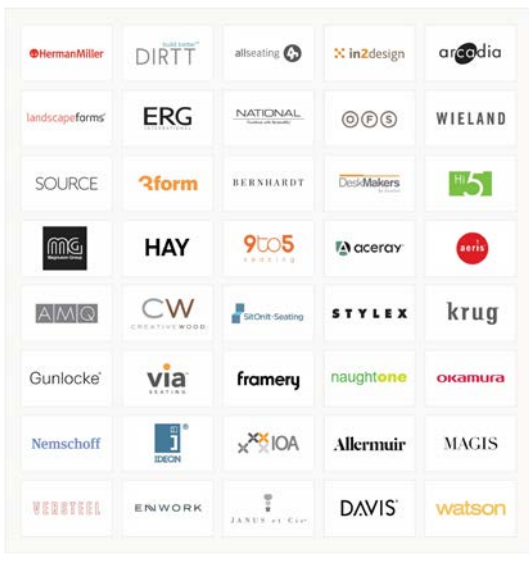
## We Monitor Satisfaction Benchmarks

Client satisfaction is measured in a number of ways, including Herman Miller Satisfaction surveys, GJM Project Surveys and verbal communications. Our historical satisfaction score has remained at 99% historically.

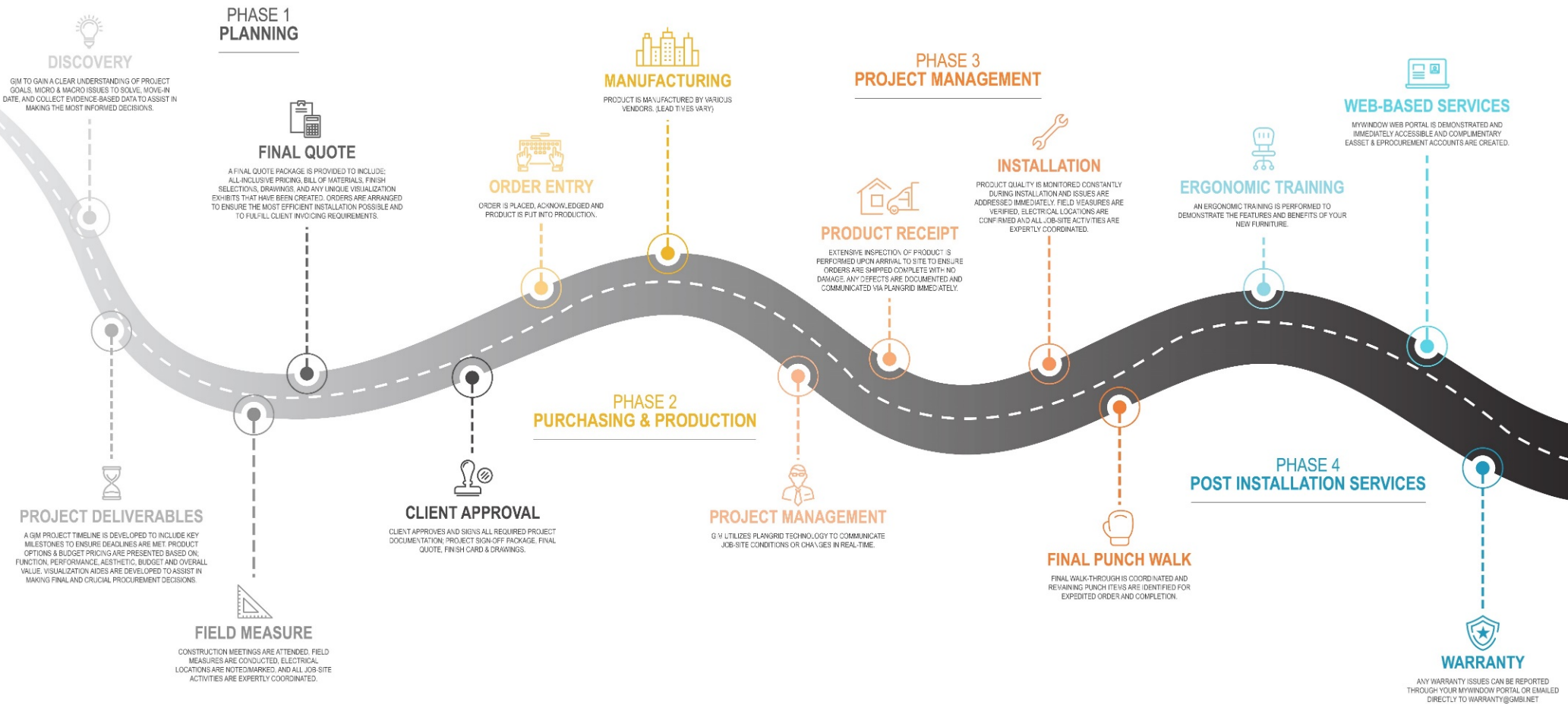
If our Client is or could become unhappy, we use one of our 'Rules for Success, The Five-Minute Rule - which requires notification to our company President within 5 minutes. Our President works with the team to devise a solution and then communicates with the client full assurances and guarantee to a solution. Our desire is to avoid a distressed or unhappy client – but if it happens, we want to solve the problem in as little time as possible.

## We Expect Excellence from Our Manufacturing Partners

GJM only partners with office furniture manufacturers who share our values of providing world class quality. We continually search for new office products that provide innovative workplace and ergonomic solutions as well as exhibit best practices in the production, shipment and warranty that we would expect on behalf of our clients.



# Project Lifecycle







G|M Business Interiors and Herman Miller + knoll

## Our Technology

An industry leader in technology development – G|M offers our proprietary software offering at no additional cost to our clients.

### MyWindow

Our client portal provides each client access to order information, tracking and documents in a simple web search format. Clients will also enjoy links to project specific documentation, various G|M publications, websites, ePortfolio and eAsset accounts.

### ePortfolio

G|M's proprietary furniture finding search engine provides access to view thousands of product images, create brochures and generate complete project budgets!

### Web-Based Questionnaires

Customized web-based questionnaires are available for group census. G|M believes that people support what they help to create and these web-based questionnaires provide the opportunity to gain feedback in a concise and organized manner. All results are provided by question in a pie chart graphic and all results remain on file for future audits or review.

### eAssets & eProcurement

Your personal inventory management and eProcurement system! After each project, our clients will receive a complimentary online catalog of all standard products (eProcure). Products may be re-ordered or simply viewed for budgeting purposes. This program also boasts features to enable either G|M housed or on-site asset management electronically (eAssets).

### Custom Reporting & Performance Metrics

Customized order and accounting reports as well as Key Performance Indicator (KPI) reporting.

# Why Herman Miller

Herman Miller has always been about people—our colleagues, our neighbors, our customers, and our partners. For the past century, a drive to harness the power of design to help people live and work better has defined our mission. Today, Herman Miller lends our name to a family of leading design brands, united in our pursuit of that mission. This translates into value to you and your organization in the following ways:



## We Create Timeless Solutions for Fundamental Problems

We've earned our reputation as a design leader through our relentless drive to solve problems for people at home and work. From our early collaborations with George Nelson and Charles and Ray Eames to the growing family of brands that comprise Herman Miller Group today, we partner with leading designers whose unique perspectives fuel our innovation.

## We Share Knowledge You Can Use

People immediately respond to place, which is why we're so serious about the spaces where people work, live, learn, and heal. We've studied the connection between people and place for generations. The data and the insights we draw from it not only inform our products, but they also help our customers better understand how to create environments that are expertly suited to their needs.

## We Make Products You Can Trust

Whether you're working with Herman Miller, Design Within Reach, Geiger, HAY, or any brand within Herman Miller Group, you're not just buying quality products. You're also investing in a relationship. Our commitment to you doesn't end when your product leaves our factory. We'll be there for you from delivery and installation through warranty service and support.

## We Are a Reliable Partner—Globally

In more than 100 countries, Herman Miller and our worldwide network of dealers, distributors, retailers, and ecommerce platforms provide seamless access to our dynamic portfolio of innovative products and brands. At the same time, we can tailor our offer to the local needs and norms of markets around the world, underscoring our commitment to being globally minded and locally invested.

## We Live by Our Values

We believe we have a responsibility to improve our world through thoughtful design, sustainable manufacturing, and an inclusive culture that nurtures diversity, creativity, and discovery. In this spirit, we continually refresh, recalibrate, and refocus our business on things that matter, always putting people—current and future generations—at the center.

Visit [www.hermanmiller.com](http://www.hermanmiller.com) >>

# Herman Miller Group

Herman Miller Group is a hub for placemaking, fueled by deep knowledge and fulfilled by a vibrant family of brands.



A global leader in design and furnishings for the home or workplace

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**GEIGER**

Maker of exquisitely crafted designs for refined working environments

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**maharam**

Creator of textiles known for its rigorous commitment to design

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A UK-based designer of high-performance tools for work

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**HAY**

Inspired furniture and accessories for modern living

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**naughtone**

Contemporary furnishings for workplace, education, and hospitality environments

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Retailer of authentic modern furnishings

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**maars** LIVING WALLS

A global designer and maker of interior partitions

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**Nemschoff**

Manufacturer of beautifully styled, high-performance furnishings

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## Herman Miller Warranty

**A warranty is a promise.**

Here's ours: 12 years, 3 shifts, labor included

Our warranty covers everything—including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms.

It recognizes the changing nature of work and the need for products that can stand up to continuous use.

And it means that when warranty work is performed in the U.S. and Canada, Herman Miller foots the bill.

At Herman Miller, we work for a better world around you. Our products—and our promise to stand behind their quality 100 percent—are designed to improve your environment whether it's an office, hospital, school, home, an entire building, or the world at large.

**Visit [www.hermanmiller.com](http://www.hermanmiller.com) for full warranty >>**

# Herman Miller On-Time Delivery

You can depend on Herman Miller to manufacture and deliver the right solutions at the right time. In fiscal year 2018, Herman Miller's worldwide reliability score averaged 97% for on-time, complete, and defect-free orders.



## Herman Miller Performance System

The Herman Miller Performance System (HMPS) is the backbone of our operational capabilities. Because of the implementation of HMPS at all of Herman Miller's major manufacturing hubs worldwide, we consistently average between 96 and 98 percent reliability, which is defined as on-time, complete, and defect-free. The work continues every day with a focus on achieving 100 percent reliability.

- Herman Miller's tightly connected value stream allows for maximum flexibility and an unique approach to your project.
- The Herman Miller Performance System (HMPS), our continuous improvement program, leads us to always look for ways to better meet your needs or solve the inevitable problems that come up along the way.
- By taking a lean approach across the entire value stream, we've made significant improvements to our customers' experience, including the ordering, delivery and installation processes.
- Toyota, which mentored us through our lean education, has named us a "showcase" company.
- HMPS's customer benefits include reduction in manufacturing lead-time, improved cost structures, improved manufacturing reliability, improved quality, and improved product design.
- HMPS thinking is the basis of Herman Miller's dealer program called The Last Mile. HMPS elements can be found throughout dealer departments and project processes, from planning to specification to installation to punch resolution. Projects are set up for seamless execution with the least amount of waste and cost for everyone.

# Herman Miller

## On-Time Delivery

### Benefits of Last Mile

The 'Last Mile' is an extension of the operational excellence we have developed in our manufacturing and supply base. Our innovative processes lead to clean, green, and lean work sites.

### Clean

- Clean work site – All products are de-trashed at loading docks, eliminating all packaging on the floor.
- Organized, safe and flexible site conditions—Only the product needed each day gets staged.

### Green

- Less waste – Product is shipped in bulk or minimal packaging, blanket wrapped, and in some cases returnable packaging. This can be up to 30-40% less packaging material compared to what competitors may send today.

### Lean

- Shorter and more reliable schedules—because of improved flow, more products can be installed each day and the result is very predictable. Projects that previously required excessive overtime to complete can now be accommodated in a normal work day.
- Improved quality—with a focus on handling the product as few times as possible, much of the opportunity for loss or damage has been eliminated.
- Improved visibility and peace of mind—customers can see completed workstations within a much shorter time. This allows the ability to respond much more quickly to issues, in the unlikely event they occur.

## Herman Miller Sustainability Snapshot

How Herman Miller is helping design a greener world.

There aren't many problems bigger, more complex, or more important than taking care of our environment. At Herman Miller, we've been thinking hard about how to do business as sustainably as possible since our founder, D.J. De Pree, challenged us 60 years ago to be good citizens and good stewards of the environment. And we've kept at it, chipping away year after year, always using the same problem-solving approach that we use when designing products. As D.J. famously said, "In the long run, businesses and business leaders will be judged not by their profits or their products, but by their impact on humanity." At Herman Miller, we see our impact on the environment as a huge part of our impact on humanity. When we put together our Better World Report for 2017, we had a chance to take stock of how we're progressing toward our goals, and what we've done lately to solve our biggest problems more sustainably. Here's a look at how we're doing.



[To learn more visit Herman Miller Sustainability Snapshot here >>](#)

# Sustainability is about balance...

It is our sincere goal and mission as an organization to create working environments that prove sustainability. This does not mean sacrificing comfort, ergonomics, function, or capital. When sustainability is approached proactively it is the greatest win-win proposition of all.

Here at GJM our environmental story started long before LEED and “green” were household terms. Since the late 1980’s we have been working diligently to create a business that utilizes technological advances to reduce our impact on the environment while creating more efficient processes and procedures. One of our first steps toward being a more responsible steward of our natural resources came in the way of our proprietary software program called Elev8. Elev8 allows us to see an order from start to finish without using one piece of paper or sending one ink cartridge to a landfill. This program set the stage for our paperless initiative which has made it possible for our company to grow to nearly 10 times its volume and number of employees without purchasing even one additional filing cabinet for paper storage. Our paperless initiative has saved thousands of reams of paper from being used within our company and has kept many trees right where they belong.

This initiative has not only allowed us the opportunity to reduce our carbon footprint but it has also increased productivity.

## Recycling & Reuse Programs

Over the past 20 years our company has put programs in place to divert as much post consumer content from landfills as possible. We started our program by looking at large volume items such as pallets and packing materials that are a constant part of our business. Since evaluating how our business takes in and distributes product to clients we have started a very aggressive recycling and reuse initiative for all packing materials regardless of size. We have also eliminated the need for many single use packing materials and have implemented blanket wrapping as a more sustainable long term solution.

After having so much success with our recycling in distribution program we started looking at the everyday patterns of our employees.

## Water Efficiency

To decrease the amount of water used by our employees and our business in general we installed individual water heating units in each kitchen and restroom throughout our facility. These units allow the employee to have hot water immediately with no water wasted in the heating process. Conventional water heaters can waste many pints of water each time it is used while the user is waiting for a suitable temperature to be reached. In further efforts to eliminate unnecessary water usage we have replaced all grass surrounding our offices with synthetic turf which completely eliminates the need for watering and emissions from gas powered lawn mowers.







### **LEED Education**

Since 2008 GJM Business Interiors has been partnering with the USGBC to educate professionals from a variety of trades in the LEED rating system. These classes give local businesses and individuals the working knowledge necessary to create and certify projects in LEED NC, LEED EB, and LEED CI. It is our belief that many businesses and entities would like to embrace sustainable business practices but are just not sure where to start or how the process works. By demystifying the process involved in creating sustainable sites, buildings and interiors we hope to see sustainable ideas turn into sustainable realities. GJM has plans to partner with the USGBC in LEED education on an ongoing basis.

### **Active Partnership with Herman Miller**

Since the 1980's GJM Business Interiors has worked diligently to partner with manufacturers who lead the industry in innovative and sustainable design. In 1989, GJM decided to make Herman Miller their primary

business partner. Herman Miller is the industry leader in creating sustainable products and also has an environmental story that can be traced back to the 1950's. In their newest initiative they have put in place manufacturing practices that will produce zero landfill waste, zero hazardous waste, zero air emissions (VOC's), zero processed water use, 100% green energy usage, all buildings and manufacturing facilities will hold a minimum LEED Silver rating, and 100% of sales will be from sustainable products. All of this will be completed by the year 2020.

### **GJM Smart Delivery System**

Since GJM Business Interiors owns and operates its own warehouses and extensive fleet of delivery vehicles it became essential to create a delivery system that marries efficiency with environmental responsibility. In order to create such a system we had to create a program that allows us to compute intelligent routes and delivery schedules which allow the fewest possible miles traveled for any grouping of installations. This system enlists geo-coding, intelligent order attributes and state of the art routing software that has utilizes traffic pattern logic. In conjunction with our smart delivery system we make sure that every GJM vehicle deployed is carrying multiple employees to eliminate any unnecessary trips. Almost every GJM truck is a tandem door or Crew Cab configuration which affords fewer vehicles necessary to visit jobsites. Each of these Crew Cab trucks will hold up to six Installation personnel.

We also employ a fleet of fuel efficient vehicles for use by our Account Executives and Project Managers. We have used GPS locators on our vehicles to keep them on track for over 15 years. These locators send signals to satellites, notifying us of truck speeds and locations via web based mapping software.

# Our Product Lines

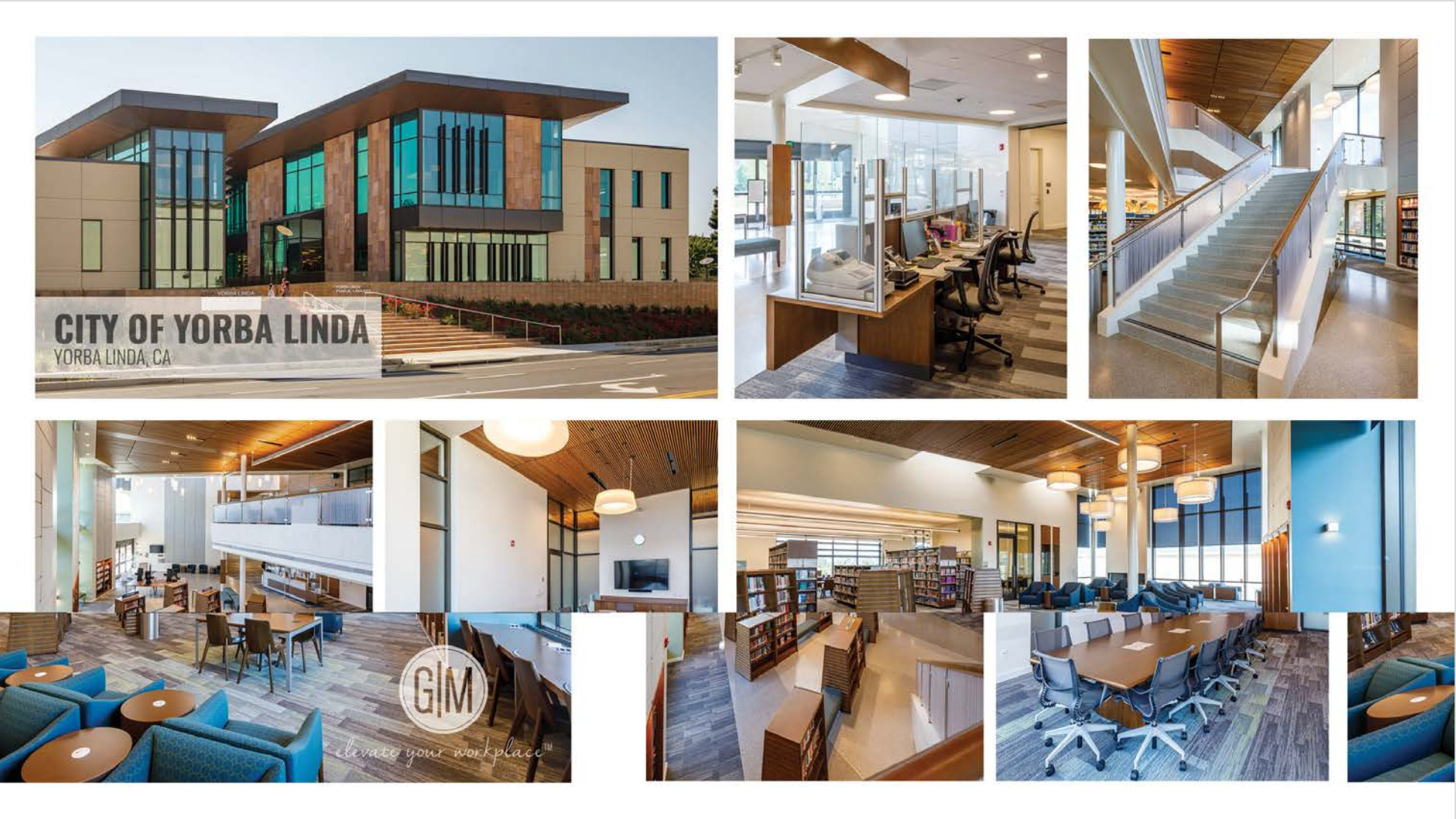
G|M only partners with manufacturers who share our values of providing world class quality.

3-Form	Arconas	Carolina Furniture	Flexsteel	Jofco	Nevers	Studio Q
9 To 5 Seating	Artek	Chair Choice	Forms+Surfaces	John A. Marshall Co.	Nevins	Stylex
Abco Office Furniture	August Inc.	Child Care Depot	Fortress, Inc.	Kardex Remstar	Newport Greenhouses	Surfaceworks
Access Distributors	Aurora Storage	Coalesse	Foxxman	Kellex	Nienkamper	Symbiot
Aceray Llc	Axxessari	Concept Seating	Full Bright	Ki Krueger Intl	Norix Group Inc	Tab Products
Adden Furniture	B3W Inc.	Connectrac	Geiger	Kiika	Nucraft	Table Topics
Adjustable Shelving	Bainbridge	Councill Contract	Ghent	K-Log	Office Master	Taylor
Adm Intl., Inc.	Baker Tables	Country Casual	Global Equipment Co.	Knoll	Office Star Products	Techno Design
Agati	Basyx	Covey Studios	Global Industries	Kron Design	Ofs Brands	Tennsco
Aico Office Systems	Bausman & Company	Cramer	Gordon International	Krug	Orness Design Group	Terra Universal, Inc
Akins	Bellacor	Creative Wood	Grand Rapids Chair Co	La Z Boy	Pacific Tablepad Co.	The Brewer Company
Alea/Panoffice	Belson	Cube Care Co	Groupe Lacasse	Lampa + Mobler	Padre Janitorial	The Furniture Lab
Allan Copley	Berco Tables	Cumberland	Harden Contract	Landscape Forms	Pan American	Thomasville Contract
Allermuir	Bernhardt Design	Darran	Harter	Le Dimora	Paoli	Thonet
Allied Materials	Biomorph Desk	DatesWeiser	Hbf	Leland International	Patrician	Tiffin Metal Product
Allseating Corp	Bludot	Datum Filing Systems	Hem	Lencore Acoustics	Pediapals	Topstar Seating
Allyn Bank Equipment	Bluestar	Dauphin	Herman Miller	Lighting Showplace	Penco Products Inc.	Tru Furniture Group
Altro Floors	Bms Michigan	David Edward	Hi5	Lista International	Products	United Chair
Alur Walls	Boroughs	Davis Furniture	Hickory Chair	Loewenstein	Refined Signs	United Stationers
Amazon	Boss Office Products	Design-Tec	Highmark	Magna Design	Restoration Hardware	Versare Solutions, Inc.
American Fitness	Bottega Montana	Deskmakers	Hightower Group Llc	Magnuson Group	Rfm Seating	Versteel
American Furniture	Brandrud	Dsi Industries	Hile Studio	Malik Gallery	Richards-Wilcox	Via
Systems	Brayton International	Easels Direct	Hon Company	Manufacturing	Richelieu	Virco
American Hotel Registry	Bretford	Ecd	Howe	Mark White Fine Art	Rightangle Ergonomic	Vitra
American Of Martinsville	Brewer Design Gsa	Egan Teamboard	Humanscale	Martin Brattrud	Safco	Wabash Valley
American Olean	Bright Chair Company	Egan Visual	Icf	Maverick Desk	Salsbury Industries	Watson Desking
American Recycled	Brodart	Encore Seating	Ideon	Mcf Workstations	Sandler Seating Inc.	Westcoast Industries
American Seating	Brueton	Enwork	In2Design	Mckesson Medical	Segis Usa	Westin-Nielsen
American Trading Co	Business Accessories	Erg Intl	Indiana Furniture	Metal Works Inc	Sensory Edge	Westwood Interiors
Anatome	C.R. Laurence Co Inc	Esi Ergo Solutions	Inmod.Com	Mfc Workstations	Sitmatic	Willow Tex
Andreu World America	Cabot Wrenn	Eurotech	Intellaspac	Mity-Lite	Sitonit	Wmc, Inc.
Apg Office Furniture	Caddo Solutions Gsa	Falcon Products	IoA Healthcare	Montel	Sitwell Inc	Wolf Gordon
Arc	Cal Panel & Veneer	FilzFelt	Ise	Mti	Smartdesks, Inc	Woodard Furniture
Arcadia	Calif. Countertop	Fireking Intl	J Thomas Associates	Mutto	Source International	Woodtech
Archetype Intl	California House	First Office	Jack Cartwright	National Office Furn	Spaceco Gsa	Workrite
Architectural Brass	Campbell Contract	Fitness Master	Janus Et Cie	Nemschoff Healthcare	Spec Furniture	Wright Line, Llc
	Cape Contract Furn	Fixtures Furniture	Jdd Furniture	Neocase	Spinneybeck	Zoom Seating

# Experience Brings Success | Project Portfolio



# Experience Brings Success | Project Portfolio



# Experience Brings Success | Project Portfolio



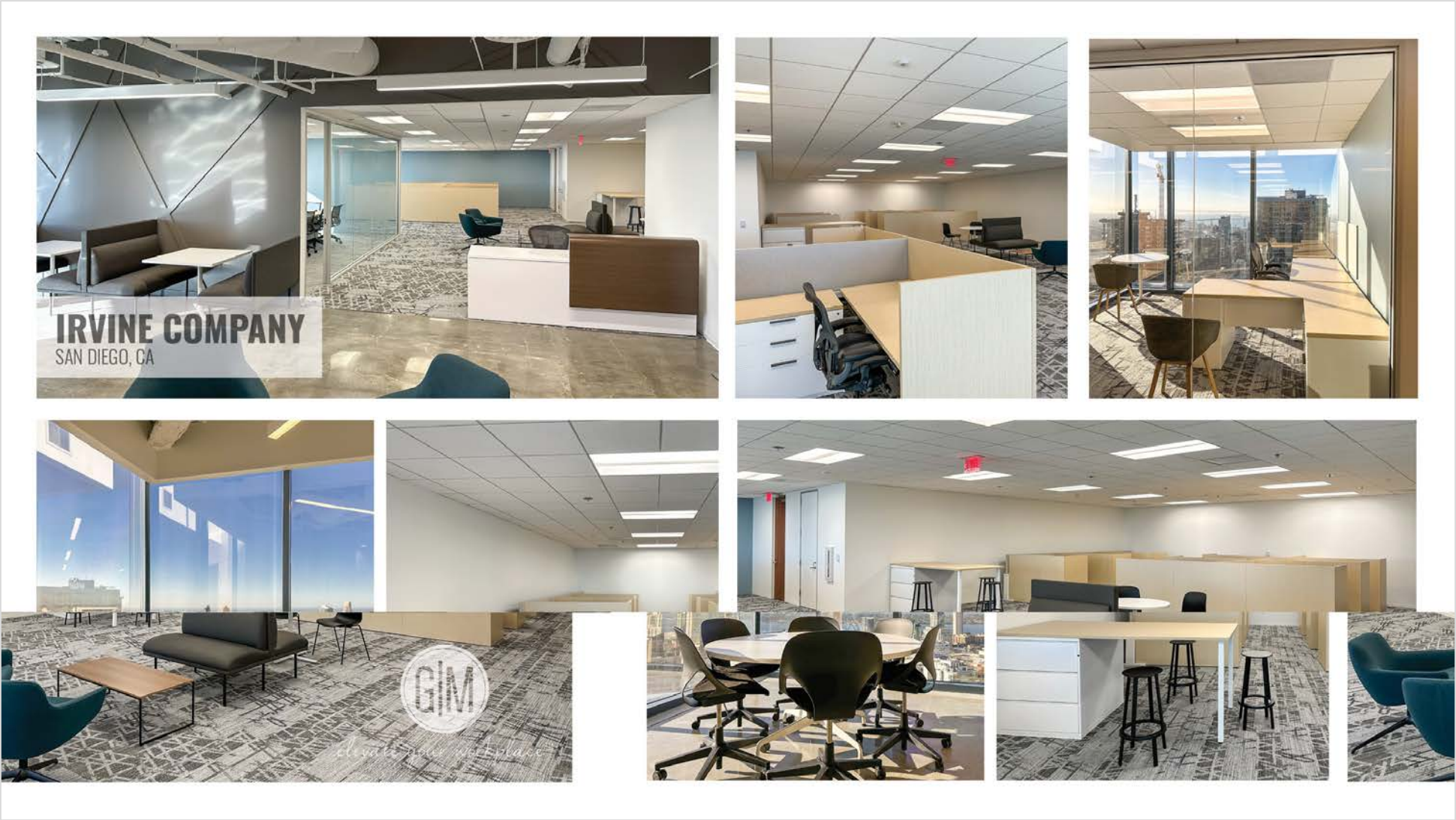
# Experience Brings Success | Project Portfolio



# Experience Brings Success | Project Portfolio



# Experience Brings Success | Project Portfolio





## Client Testimonials

“I just conducted a walkthrough of all of the areas and everything was completed to our satisfaction. Again, you and your team did an excellent job!

We appreciate your great customer service and understanding of our facility needs.”

– **Riverside University Health System**

“I wanted to thank you all for your coordination in working on this and completing the Furniture replacement for our executives. The project went great, smooth and without any issues. I want to say we greatly appreciate all you have done to help in this and to make this happen for the RSO team.”

– **Riverside County Sheriff**

“My experience with G|M in general has been great! Everything from sales to installation went well, I am extremely happy overall. I really appreciate your professionalism and customer service for sure.”

– **Murrieta Police Department**

“I don't get the chance to tell you this often enough....but thank you to you and your team for always being so reliable, proactive with solving problems, responsive in dealing with issues in the field. I can always trust you to see things through to the end. Thank you for the good customer service. We appreciate you.”

– **Private Company**

“I just wanted to thank all of you for an outstanding job welcoming people back to campus, today and over the past several months. It hasn't gone unnoticed! Your support of our employees and urgency to get things done has been outstanding and much appreciated by me, and our leadership. It is a pleasure to work with you and your teams, every day. Please pass this along to the teams that have worked throughout the Reintegration, and share my gratitude.”

– **San Diego Gas & Electric**

“I have no illusion that I am your sole focus in the industry or that you are fully in control of the markets... I am just so thankful you are invested in your trade and are fantastic at what you do.”

– **University of California, San Diego**

“Thank you very much. Your entire team was outstanding. I wish all vendors we deal with were that professional.”

– **Stone Creek Escrow**

“No other Dealer could do this...only G|M could have done something like this!”

– **Jurupa Unified School District**

## Client Testimonials

“Once again, Steve, thank you for this amazing team. I have been so happy on the 10670 John Jay Hopkins project. It’s not about if you have challenges, it’s about “how” you handle and how you deliver a project... For all of the team members, I have been so happy with all of the collaboration. This was a WE.”

– **Scripps Health**

“I want you to know how grateful I am for all the tremendous service and guidance you have provided me for all these years.”

– **USCIS**

“Please pass on an official “Good Job!” award to your staff from the County of San Diego Library.”

– **County of San Diego Library**

“I have worked successfully with GM Business Interiors on multiple large scale tenant enhancement projects... Timelines have been met and we have received quality furniture as well as valuable design assistance on all of the projects.”

– **Irvine Regional Parks**

“Thank you all!! Your efforts and work are greatly appreciated!!!!”

– **Kaiser Permanente**

“Congratulations on delivering an outstanding VCI event yesterday and especially for your teamwork! Everyone pitched in to get the

job done, and I truly appreciate your leadership and the contributions from your teams and vendors.”

– **Sempra Energy**

“Thank you again for all of your help, understanding, and notation. You truly have made this process a good bit easier and far more useful. And thank you all again for your time and working with us.”

– **El Camino College**

“Congratulations to the Team that put a beautiful office together for BLM in Palm Springs.”

– **Bureau of Land Management**

“I want to Thank YOU for the excellent customer service you have provided related to this special request. You went above and beyond to find a solution for us that saved us a significant amount of money.”

- **Sharp Grossmont Hospital**

“The install was successful and looks great. I do want to note the installers were excellent, respectful and courteous to my staff. They took the time to prep as much as they could outside while staff were on the phone handling calls.”

- **City of Glendora**

## Client Testimonials

“I am a fiscal specialist as County of San Bernardino Probation and work closely with G/M. Our department has over 15 locations and G/M has done everything from full new furniture design and builds to daily ergo appointments and always comes thru for us as the partner we can count on. G/M well deserves our referral.”

– **County of San Bernardino**

“I just wanted to reach out and thank the entire team for your continuous help, time and energy on the OCSan Mock-Ups. I really enjoyed meeting you all at the install last Friday & was blown away by the end results! The Knoll finishes are gorgeous & the way the workspaces were styled by your team really brought them to life.”

– **Orange County Sanitation**

“I want to express my sincere gratitude for everyone involved in this project! Extra kudos to the installation crew regarding the above-mentioned order. The crew was early and beat me to the job site and they both worked very efficiently. So much so, that I asked them to slow down a little so I could get my data technicians out to install the data in the framing... Thank you G|M for never disappointing your customers and always provide outstanding customer service.”

– **San Bernardino County Sheriff**

“GMBI has been a fantastic partner in our renovation of the 300 N Flower Building over the last year. During our renovation of this 200,000+ sq. ft. building, OCDA placed large orders, small orders, custom orders, and many time sensitive orders for furniture, chairs, movable walls, etc. All of our deliveries were made on time and installed by professional and presentable staff. All of the furniture and equipment are of the highest quality. If exchanges were necessary, they were handled immediately and effortlessly.”

– **County of Orange**

“Now that we have lived with your layout and product for a few years, I want to thank you again. The space is very livable and functional, the product remains high quality, and your follow-up after install great. Thanks for being a great partner in designing our new space.”

– **JC Squires**

“I want to share how absolutely impressed and taken back I was with the professionalism of your installation crew. Your team arrived on time, they were remarkably well dressed and prepared for the work, they had everything they needed to get the job done, they were very accommodating and professional during the entire process and they went above and beyond.”

– **Loma Linda University**

[Read more testimonials here >>](#)

## Experience Brings Success

### Major On-Going Contracts | Local Government

#### County of Riverside

Client Since: 1990  
 Sales to date: \$149,388,335  
 Contact: Suzanna Hinckley  
 Assistant Director  
 (951) 955-4937  
 shinckley@rivco.org  
 Scope of Work: Full scope of services. 6 buildings and event center completed.

#### City of Riverside

Client Since: 1998  
 Sales to date: \$16,251,765  
 Contact: Christina Guerrero  
 Facilities  
 (951) 826-5927  
 cguerrero@riversideca.gov  
 Scope of Work: Systems furniture, freestanding desking, files, tables, seating, design, delivery & installation.

#### County of San Bernardino

Client Since: 1993  
 Sales to date: \$133,764,938  
 Contact: Leo Gomez  
 Purchasing  
 (909) 387-2060  
 lgomez@pur.sbcounty.gov  
 Scope of Work: Systems furniture, freestanding desking, files, tables, seating, design, delivery & installation.

#### City of San Diego

Client Since: 2011  
 Sales to date: \$8,515,497  
 Contact: Karen Johnson  
 Facilities Manager  
 (619) 236-6191  
 kkjohnson@sandiego.gov  
 Scope of Work: Systems furniture, freestanding desking, files, tables, seating, design, delivery & installation.

#### County of Orange

Client Since: 2011  
 Sales to date: \$45,199,179  
 Contact: Debra Doerr  
 Building Manager  
 (714) 667-9683  
 debra.doerr@ocgov.com  
 Scope of Work: Systems furniture, freestanding desking, files, tables, seating, design, delivery & installation.

#### Inland Regional Center

Client Since: 2004  
 Sales to date: \$3,476,485  
 Contact: Sandra Guzman  
 Executive Assistant  
 (909) 890-3416  
 sguzman@inlandrc.org  
 Scope of Work: Full scope of services, (2) buildings.

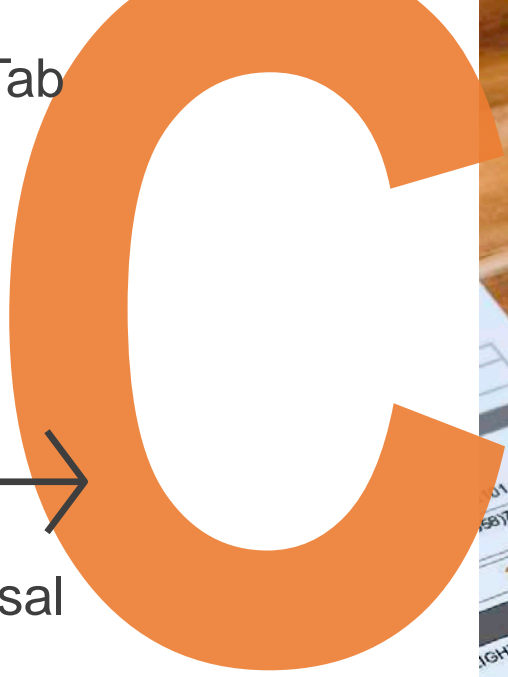
# Experience Brings Success

## Largest Single Purchase Orders

Client Name	Project Name	Year Installed	Purchase Order Amount
Naval Medical Center San Diego	Lobby & Clinic Renovations	2008	\$ 20,000,000
Los Angeles Air Force Base	New Base Buildings Furnishings and Move	2005	\$ 19,000,000
US Navy	SPAWAR (Single Year Renovation)	2011	\$ 16,000,000
Naval Medical Center San Diego	Exam Room Renovation Project	2009	\$ 15,000,000
City of San Diego	New Contract	2019	\$ 12,000,000
San Diego Gas & Electric	New Contract	2019	\$ 12,000,000
SPAWAR San Diego	Furniture Systems and Furniture Management Services	2017	\$ 9,500,000
County of Orange	SSA Santa Ana Regional Center Building	2020	\$ 9,000,000
Illumina, Inc.	i3 Campus Project	2017	\$ 8,900,000
Sempra Energy	New Headquarter's Tower	2015	\$ 8,500,000
USCIS US Citizen's Immigration Service	New Dallas Texas Campus	2019	\$ 7,500,000
Griffin Structures/Swinerton Construction	New Building 16 Project for County of Orange	2019	\$ 6,000,000
Zovio, Pheonix	Div13 Interior Construction and Furniture	2019	\$ 6,000,000
California Administrative Office of the Courts	New San Bernardino State Courthouse Building	2014	\$ 5,500,000
US Navy Marines	Camp Pendleton Replacement Hospital Project	2013	\$ 5,500,000
Arrowhead Regional Medical Center	Complete New Campus	1998	\$ 5,000,000
Rudolph & Sletten	San Bernardino Justice Center	2015	\$ 4,400,000
City of Riverside	City Hall Renovation Project	2004	\$ 4,000,000
Loma Linda University Medical Center	Loma Linda University AHSC IT Dept/Bldg 197	2019	\$ 4,000,000
San Diego Gas & Electric	CP 1 Refresh Project	2020	\$ 4,000,000
Cricket Communications	New San Diego/Denver Wall Bid Award	2009	\$ 3,800,000
Riverside University Health System	Medical Surgery Center Tower Project	2020	\$ 3,650,000
County of Orange	Social Services Agency Building	2019	\$ 3,600,000
Mission Federal Credit Union	New San Diego Headquarters Project	2018	\$ 3,600,000
Riverside County Regional Medical Center	Complete New Campus/Facilities Complex	1996	\$ 3,500,000
San Diego Gas & Electric	Lightwave Project	2012	\$ 3,500,000
San Diego Gas & Electric	CP1 Refresh	2020	\$ 3,400,000
San Diego Gas & Electric	CP East Project	2017	\$ 3,400,000
Becton Dickinson (BD)	Tempe, Idea Building	2020	\$ 3,300,000
Bridgepoint Education	Chandler Arizona DIRT Project	2019	\$ 3,200,000
Co of Orange	District Attorney	2020	\$ 3,000,000
County of Riverside DPSS	Lake Elsinore Project	2011	\$ 3,000,000
Esri	New Headquarters Building - Bldg Q, Redlands, CA	2011	\$ 3,000,000
Esri	Bldg E Offices, Redlands, CA	2020	\$ 3,000,000
GreatCall	GreatCall New Location/Expansion	2017	\$ 3,000,000
Scripps Health	4S Ranch Renovation Project	2016	\$ 3,000,000
Scripps Health	Oceanside Coastal Medical Center/78 & Jefferson	2020	\$ 3,000,000
Sharp Healthcare	Copley Project	2018	\$ 3,000,000
County of San Bernardino HSS	San Bernardino/Rancho Cucamonga TAD	2014	\$ 2,900,000
Scripps Health	Prebys Cardiovascular Institute	2015	\$ 2,750,000
County of Riverside	County Administration Center Renovation/Annex	2009	\$ 2,600,000
MedImpact	New San Diego Headquarters	2010	\$ 2,600,000
City of Vista	New Civic Center	2011	\$ 2,500,000
Loma Linda University Medical Center	LLUHSAC Administration Center	2012	\$ 2,500,000
Kaiser Permanente	Kaiser School of Medicine - Pasadena	2020	\$ 2,450,000
Bridgepoint Education	Chandler Arizona Phase One Furniture	2019	\$ 2,400,000
County of San Bernardino	Auditor Controller Renovation	2006	\$ 2,400,000
Scripps Health	La Jolla AMB/MOB	2016	\$ 2,400,000

Client Name	Project Name	Year Installed	Purchase Order Amount
Scripps Health	Recho Road Project, North & South Bldg	2016	\$ 2,400,000
Los Angeles Air Force Base	Building 270 + 271 Re-Stack Project	2013	\$ 2,300,000
San Diego Gas & Electric	Greencraig Facility	2018	\$ 2,300,000
US Federal Deposit Insurance Corporation	New Irvine Complex	2009	\$ 2,300,000
CareFusion	Chicago Location	2013	\$ 2,200,000
County of San Bernardino	County Administration Center Renovation	2010	\$ 2,200,000
ResMed Corporation	New Kearny Mesa Campus Project	2009	\$ 2,200,000
City of Lake Forest	New City of Lake Forest Civic Center	2020	\$ 2,100,000
Sharp Healthcare	Chula Vista OVT Patient Rooms	2019	\$ 2,050,000
California Baptist University	CBU School of Business Project	2012	\$ 2,000,000
Illumina, Inc.	Building 6 High Density Filing & Ancillary	2016	\$ 2,000,000
Petco	New San Antonio Headquarters Project	2012	\$ 2,000,000
City of Escondido Police & Fire	New Police & Fire Building	2009	\$ 1,900,000
Neurocrine Biosciences, Inc.	New San Diego Building TI Project	2019	\$ 1,800,000
University of San Diego Health Systems	Lightwave Contact Center Project	2018	\$ 1,800,000
US Citizen's Immigration Service	New Laguna Beach Renovation	2014	\$ 1,800,000
Biomed Realty, L.P.	San Diego HQ Office	2020	\$ 1,700,000
County of San Bernardino	CFS E Street Relocation Project	2019	\$ 1,700,000
County of Riverside DPSS	Norco DPSS Furniture & Relocation Project	2015	\$ 1,600,000
County of San Bernardino	HSS New Location, Little Mountain TAD	2020	\$ 1,600,000
ESRI	New Denver, CO Office	2020	\$ 1,600,000
County of San Bernardino	Colton TAD Relocation Project	2016	\$ 1,500,000
Neurocrine Biosciences, Inc.	Jump Space & Junction Building Project	2018	\$ 1,500,000
San Diego Gas & Electric	CP 6-2 Call Center	2017	\$ 1,500,000
San Manuel Band of Mission Indians	San Manuel Village TI	2009	\$ 1,500,000
Irvine Company	Los Olivos	2020	\$ 1,400,000
Cal State University Dominguez Hills	New Library	2010	\$ 1,400,000
County of San Bernardino	Highland TAD Project	2017	\$ 1,400,000
Loma Linda University Medical Center	Murrieta Physicians Hospital	2011	\$ 1,400,000
Naval Surface Warfare Center	Port Hueneme Bldg 1387 Systems Furniture Project	2004	\$ 1,300,000
Perkins Coie LLP	Torrey Reserve Project	2019	\$ 1,300,000
Riverside University Health System	Jurupa Outpatient Clinic	2019	\$ 1,300,000
County of Riverside DCSS	New Hunter Park Building	2020	\$ 1,200,000
County of Riverside DPSS	Desert Hot Springs DPSS New Location	2017	\$ 1,200,000
County of San Bernardino	Tax Collector 4th Floor Project	2016	\$ 1,200,000
Palm Springs United School District	New District Admin Bldg	2018	\$ 1,200,000
Riverside University Health System	Corona Outpatient Clinic	2018	\$ 1,200,000
City of San Diego	Engineering Relocation	2016	\$ 1,100,000
City of San Diego	101 Ash Project	2016	\$ 1,100,000
County of Riverside DPSS	Coachella DPSS New Location	2019	\$ 1,100,000
Sanford Consortium for Regenerative Medicine	New La Jolla Campus	2011	\$ 1,100,000
Scripps Health	Oceanside Coastal Medical Center/Plaza 76	2012	\$ 1,100,000
County of Riverside	DPSS Coachella	2020	\$ 1,000,000
HUB International Insurance Services, Inc.	New San Diego Location	2018	\$ 950,000
County of Orange	Public Works	2020	\$ 930,000
Clark Construction Group	San Diego State University EIS Complex	2018	\$ 900,000
University of California at San Diego	TPCS 3rd Floor IT Dept.	2018	\$ 900,000

Tab



Cost/Price Proposal



Tab C - Cost/Price Proposal

Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)

PRICING SCHEDULE –SYSTEMS FURNITURE

Manufacturers	Percentage discount for Manufacturer's Price List	
<u>Herman Miller/Knoll</u>	Discount off of list	<u>See Below</u> %
	Quick Ship	<u>See Below</u> %

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	AO1/AO2-Panels/Components	Herman Miller	6-8 Weeks	67.73%	67.73%
2.	Burdick Group	Herman Miller	6-8 Weeks	37.33%	37.33%
3.	Canvas Channel/Dock	Herman Miller	6-8 Weeks	68.27%	68.27%
4.	Canvas Group	Herman Miller	6-8 Weeks	68.27%	68.27%
5.	Canvas Metal Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
6.	Canvas Wood Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
7.	Canvas Office Landscape Metal Desk	Herman Miller	6-8 Weeks	68.27%	68.27%
8.	Canvas Private Office	Herman Miller	6-8 Weeks	68.27%	68.27%
9.	Canvas Wall	Herman Miller	6-8 Weeks	68.27%	68.27%
10.	Canvas Vista	Herman Miller	6-8 Weeks	68.27%	68.27%
11.	Co/Struc	Herman Miller	6-8 Weeks	41.03%	41.03%
12.	Energy Distribution	Herman Miller	6-8 Weeks	66.73%	66.73%
13.	Ergo Comp Furniture	Herman Miller	6-8 Weeks	36.72%	36.72%
14.	Ethospace	Herman Miller	6-8 Weeks	67.73%	67.73%
15.	Generic	Herman Miller	6-8 Weeks	65.78%	65.78%
16.	Healthcare Action Lab	Herman Miller	6-8 Weeks	41.03%	41.03%
17.	Layout Studio	Herman Miller	6-8 Weeks	40.59%	40.59%
18.	Textiles	Herman Miller	6-8 Weeks	66.33%	66.33%
19.	Autostrada	Knoll	6-8 Weeks	67.67%	67.67%
20.	Antenna	Knoll	6-8 Weeks	67.67%	67.67%
21.	COT	Knoll	6-8 Weeks	67.67%	67.67%
22.	Currents	Knoll	6-8 Weeks	67.67%	67.67%
23.	Dividends	Knoll	6-8 Weeks	67.67%	67.67%
24.	Reff	Knoll	6-8 Weeks	67.67%	67.67%
25.	KBench	Knoll	6-8 Weeks	67.67%	67.67%

## Tab C - Cost/Price Proposal

### Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)

#### PRICING SCHEDULE –FREE-STANDING/MODULAR/CASE GOODS FURNITURE

Manufacturers	Percentage discount for Manufacturer's Price List	
Herman Miller/Knoll	Discount off of list	<u>See Below</u> %
	Quick Ship	<u>See Below</u> %

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Accessories	Herman Miller	6-8 Weeks	69.23%	69.23%
2.	AGL Tables	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Commend	Herman Miller	6-8 Weeks	56.98%	56.98%
4.	Compass	Herman Miller	6-8 Weeks	41.65%	41.65%
5.	Eames Tables	Herman Miller	6-8 Weeks	63.10%	63.10%
6.	Eames Stone & Outdoor Tables	Herman Miller	6-8 Weeks	47.45%	47.45%
7.	Everywhere	Herman Miller	6-8 Weeks	62.48%	62.48%
8.	Headway Tables	Herman Miller	6-8 Weeks	62.21%	62.21%
9.	Healthcare Carts	Herman Miller	6-8 Weeks	5.84%	5.84%
10.	Healthcare Casework	Herman Miller	6-8 Weeks	35.29%	35.29%
11.	Innovative Products	Herman Miller	6-8 Weeks	36.72%	36.72%
12.	International Collection	Herman Miller	6-8 Weeks	44.69%	44.69%
13.	Intersect Portfolio	Herman Miller	6-8 Weeks	43.69%	43.69%
14.	Lighting	Herman Miller	6-8 Weeks	67.23%	67.23%
15.	Modern Classics	Herman Miller	6-8 Weeks	39.79%	39.79%
16.	Mora	Herman Miller	6-8 Weeks	46.15%	46.15%
17.	Motia	Herman Miller	6-8 Weeks	60.33%	60.33%
18.	Nelson Basic Cabinet Series	Herman Miller	6-8 Weeks	35.10%	35.10%
19.	Nelson Lighting	Herman Miller	6-8 Weeks	37.10%	37.10%
20.	Nelson Tables	Herman Miller	6-8 Weeks	37.10%	37.10%
21.	Nevi Link Height Adj Bench	Herman Miller	6-8 Weeks	58.95%	58.95%
22.	Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
23.	OE1 Boundary	Herman Miller	6-8 Weeks	56.27%	56.27%
24.	OE1 Micro Packs	Herman Miller	6-8 Weeks	58.42%	58.42%
25.	OE1 Storage	Herman Miller	6-8 Weeks	56.27%	56.27%
26.	OE1 Tables & Benching	Herman Miller	6-8 Weeks	58.42%	58.42%
27.	Overlay	Herman Miller	6-8 Weeks	42.45%	42.45%
28.	Plex	Herman Miller	6-8 Weeks	35.80%	35.80%
29.	Prospect	Herman Miller	6-8 Weeks	46.45%	46.45%
30.	Public	Herman Miller	6-8 Weeks	44.69%	44.69%
31.	Q Tables	Herman Miller	6-8 Weeks	55.96%	55.96%
32.	Renew Link	Herman Miller	6-8 Weeks	62.30%	62.30%
33.	Renew Tables	Herman Miller	6-8 Weeks	62.30%	62.30%
34.	Islands	Knoll	6-8 Weeks	49.23%	49.23%



**Tab C - Cost/Price Proposal (CON'T)**  
**PRICING SCHEDULE –FREE-STANDING/MODULAR/CASE GOODS FURNITURE**

35.	K Base	Knoll	6-8 Weeks	67.17%	67.17%
36.	K Screen	Knoll	6-8 Weeks	68.52%	68.52%
37.	K Stand	Knoll	6-8 Weeks	66.52%	66.52%
38.	Knoll Extra	Knoll	6-8 Weeks	53.76%	53.76%
39.	Knoll Studio	Knoll	6-8 Weeks	46.69%	46.69%
40.	Muuto	Knoll	6-8 Weeks	18.71%	18.71%
41.	Pixel Tables	Knoll	6-8 Weeks	49.49%	49.49%
42.	Propeller	Knoll	6-8 Weeks	48.34%	48.34%
43.	Rockwell Unscripted	Knoll	6-8 Weeks	46.73%	46.73%
44.	Template	Knoll	6-8 Weeks	67.52%	67.52%
45.	Tone	Knoll	6-8 Weeks	68.52%	68.52%

**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)  
PRICING SCHEDULE –FILING/FILING SYSTEMS FURNITURE**

Manufacturers	Percentage discount for Manufacturer's Price List
Herman Miller/Knoll	Discount off of list <u>See Below</u> %
	Quick Ship <u>See Below</u> %

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	C-Style Overhead	Herman Miller	6-8 Weeks	64.28%	64.28%
2.	Keys/Locks	Herman Miller	6-8 Weeks	68.23%	68.23%
3.	Meridian Towers	Herman Miller	6-8 Weeks	48.60%	48.60%
4.	Meridian Laterals	Herman Miller	6-8 Weeks	52.47%	52.47%
5.	Meridian Pedestals	Herman Miller	6-8 Weeks	48.60%	48.60%
6.	Meridian Storage Cases/Bookcases	Herman Miller	6-8 Weeks	48.60%	48.60%
7.	Meridian Unity Lateral File	Herman Miller	6-8 Weeks	48.60%	48.60%
8.	Quadrant Storage Towers	Herman Miller	6-8 Weeks	55.96%	55.96%
9.	Tu Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
10.	Tu Pedestals	Herman Miller	6-8 Weeks	60.89%	60.89%
11.	Tu Storage	Herman Miller	6-8 Weeks	60.89%	60.89%
12.	Tu Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
13.	Tu Wood Cases	Herman Miller	6-8 Weeks	60.89%	60.89%
14.	Tu Wood Credenzas	Herman Miller	6-8 Weeks	60.89%	60.89%
15.	Tu Wood Cubbies	Herman Miller	6-8 Weeks	60.89%	60.89%
16.	Tu Wood Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
17.	Tu Wood Peds	Herman Miller	6-8 Weeks	60.89%	60.89%
18.	Tu Wood Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
19.	Anchor	Knoll	6-8 Weeks	68.02%	68.02%
20.	Calibre	Knoll	6-8 Weeks	57.60%	57.60%
21.	Quoin	Knoll	6-8 Weeks	68.02%	68.02%

**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)**

**PRICING SCHEDULE –SEATING FURNITURE**

<b>Manufacturers</b>	<b>Percentage discount for Manufacturer's Price List</b>
Herman Miller/Knoll	Discount off of list <u>See Below</u> %
	Quick Ship <u>See Below</u> %

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Aeron Chairs	Herman Miller	6-8 Weeks	50.26%	50.26%
2.	American Leather	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Aside	Herman Miller	6-8 Weeks	47.65%	47.65%
4.	Caper	Herman Miller	6-8 Weeks	47.87%	47.87%
5.	ColourFrom Sofa Group	Herman Miller	8-10 Weeks	35.10%	35.10%
6.	Cosm	Herman Miller	6-8 Weeks	48.65%	48.65%
7.	Eames Molded Plastic & Wire	Herman Miller	8-10 Weeks	40.29%	40.29%
8.	Eames Aluminum	Herman Miller	8-10 Weeks	37.60%	37.60%
9.	Eames Lounge & Classical	Herman Miller	8-10 Weeks	37.33%	37.33%
10.	Eames Tandem	Herman Miller	8-10 Weeks	37.30%	37.30%
11.	Embody	Herman Miller	6-8 Weeks	46.81%	46.81%
12.	Goetz Sofa	Herman Miller	8-10 Weeks	34.80%	34.80%
13.	Hay	Herman Miller	8-10 Weeks	43.24%	43.24%
14.	Keyn	Herman Miller	6-8 Weeks	42.63%	42.63%
15.	Limerick	Herman Miller	6-8 Weeks	44.92%	44.92%
16.	Lino	Herman Miller	6-8 Weeks	47.42%	47.42%
17.	Magis	Herman Miller	6-8 Weeks	37.72%	37.72%
18.	Mirra 2	Herman Miller	6-8 Weeks	50.02%	50.02%
19.	Naughtone	Herman Miller	8-10 Weeks	40.10%	40.10%
20.	Portrait	Herman Miller	6-8 Weeks	33.62%	33.62%
21.	Pronta	Herman Miller	6-8 Weeks	45.92%	45.92%
22.	Sayl	Herman Miller	6-8 Weeks	48.65%	48.65%
23.	Setu	Herman Miller	6-8 Weeks	46.81%	46.81%
24.	Stools	Herman Miller	6-8 Weeks	35.80%	35.80%
25.	Striad	Herman Miller	8-10 Weeks	37.60%	37.60%
26.	Swoop	Herman Miller	8-10 Weeks	40.44%	40.44%
27.	Valor	Herman Miller	6-8 Weeks	43.10%	43.10%
28.	Verus	Herman Miller	6-8 Weeks	48.65%	48.65%
29.	Whisk	Herman Miller	6-8 Weeks	43.10%	43.10%
30.	Chadwick	Knoll	6-8 Weeks	56.41%	56.41%
31.	Generation	Knoll	6-8 Weeks	56.41%	56.41%
32.	Life	Knoll	6-8 Weeks	56.41%	56.41%
33.	ReGeneration	Knoll	6-8 Weeks	56.41%	56.41%
34.	Remix	Knoll	6-8 Weeks	56.41%	56.41%
35.	Toboggan	Knoll	6-8 Weeks	56.41%	56.41%

**Tab C - Cost/Price Proposal (CON'T)**  
**PRICING SCHEDULE –SEATING FURNITURE**

36.	K. Lounge	Knoll	8-10 Weeks	50.23%	50.23%
37.	K.Task	Knoll	6-8 Weeks	50.49%	50.49%
38.	Olo	Knoll	6-8 Weeks	51.58%	51.58%
39.	MultiGen	Knoll	6-8 Weeks	53.58%	53.58%
40.	Moment	Knoll	6-8 Weeks	51.49%	51.49%

### Tab C - Cost/Price Proposal

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)  
PRICING SCHEDULE –LIBRARY, LOBBY AND OTHER FURNITURE**

Manufacturers	Percentage discount for Manufacturer's Price List	
Herman Miller	Discount off of list	<a href="#">See Below</a> %
	Quick Ship	<a href="#">See Below</a> %

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Exclave Performance Gear	Herman Miller	6-8 Weeks	<b>44.50%</b>	<b>44.50%</b>
2.	Formwork	Herman Miller	6-8 Weeks	<b>43.69%</b>	<b>43.69%</b>
3.	Intent	Herman Miller	6-8 Weeks	<b>44.92%</b>	<b>44.92%</b>
4.	Objects	Herman Miller	6-8 Weeks	<b>35.10%</b>	<b>35.10%</b>

**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)  
PRICING SCHEDULE – ERGONOMIC FURNITURE**

Manufacturers	Percentage discount for Manufacturer's Price List
<u>Herman Miller</u>	Discount off of list <u>See Below</u> %
	Quick Ship <u>See Below</u> %

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	<u>Thrive Global</u>	<u>Herman Miller</u>	<u>6-8 Weeks</u>	<u>53.28%</u>	<u>53.28%</u>
2.	<u>Thrive Portfolio</u>	<u>Herman Miller</u>	<u>6-8 Weeks</u>	<u>50.83%</u>	<u>50.83%</u>
3.	<u>Thrive Portfolio CBS</u>	<u>Herman Miller</u>	<u>6-8 Weeks</u>	<u>50.83%</u>	<u>50.83%</u>

**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)**

**PRICING SCHEDULE –FREE-STANDING/MODULAR/CASE GOODS FURNITURE**

<b>Manufacturers</b>		<b>Percentage discount for Manufacturer's Price List</b>			
<u>Various</u>		Discount off of list		<u>See Below</u>	%
		Quick Ship		<u>See Below</u>	%
1.	All	Bernhardt	12-14 Weeks	34.19%	34.19%
2.	All	BRC	12-14 Weeks	57.96%	57.96%
3.	All	Coalesse	12-14 Weeks	37.72%	37.72%
4.	All	Creative Wood	12-14 Weeks	35.84%	35.84%
5.	All	Deskmakers	8-10 Weeks	52.44%	52.44%
6.	All	Enwork	8-10 Weeks	56.74%	56.74%
7.	All	ERG	8-10 Weeks	40.12%	40.12%
8.	All	Falcon Products	8-10 Weeks	38.59%	38.59%
9.	All	Forms & Surfaces	12-14 Weeks	Quote	Quote
10.	All	Fulbright	8-10 Weeks	43.55%	43.55%
11.	Casegoods, Tables, Seating	Geiger	12-14 Weeks	39.58%	39.58%
12.	Axon, Domino	Geiger	12-14 Weeks	32.22%	32.22%
13.	All	Global Furniture	8-10 Weeks	40.79%	40.79%
14.	All	Halcon	12-14 Weeks	29.49%	29.49%
15.	Casegoods & Tables	Haskell	12-14 Weeks	33.79%	33.79%
16.	Lateral-Verticals	HBF	12-14 Weeks	33.79%	33.79%
17.	Systems/Peds	Hon	6-8 Weeks	47.36%	47.36%
18.	All	Hon	6-8 Weeks	47.36%	47.36%
19.	All	Hon	6-8 Weeks	47.36%	47.36%
20.	All	In2Design	8-10 Weeks	39.92%	39.92%
21.	All	Janus et Cie	12-14 Weeks	40.79%	40.79%
22.	All	Kannoa	12-14 Weeks	Quote	Quote
23.	All	Krug	8-10 Weeks	43.55%	43.55%
24.	All	Landscape Forms	12-14 Weeks	Quote	Quote
25.	All	Malik	12-14 Weeks	34.79%	34.79%
26.	All	Maverick	6-8 Weeks	48.53%	48.53%
27.	All	National	8-10 Weeks	52.36%	52.36%
28.	All	Naughtone	8-10 Weeks	40.10%	40.10%
29.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
30.	All	Neocase	12-14 Weeks	32.79%	32.79%
31.	All	Nevers	12-14 Weeks	42.10%	42.10%
32.	All	Nevins	12-14 Weeks	42.35%	42.35%
33.	All	Nienkamper	12-14 Weeks	40.79%	40.79%
34.	All	Nucraft	12-14 Weeks	43.55%	43.55%
35.	All	OFS	8-10 Weeks	50.62%	50.62%
36.	All	Prismatique	12-14 Weeks	33.79%	33.79%
37.	All	Sauder	12-14 Weeks	33.79%	33.79%
38.	All	Smart Desks	12-14 Weeks	33.79%	33.79%

**Tab C - Cost/Price Proposal (CON'T)**  
**PRICING SCHEDULE -FREE-STANDING/MODULAR/CASE GOODS FURNITURE**

39.	All	SmartSpace	12-14 Weeks	40.79%	40.79%
40.	All	Surface Works	12-14 Weeks	41.08%	41.08%
41.	All	Three H	12-14 Weeks	49.56%	49.56%
42.	All	Tropitone	12-14 Weeks	Quote	Quote
43.	All	Versteel	8-10 Weeks	39.69%	39.69%
44.	All	Virco	8-10 Weeks	49.81%	49.81%
45.	All	Vitra	8-10 Weeks	33.72%	33.72%
46.	All	Watson	12-14 Weeks	44.74%	44.74%
47.	All	WCI Outdoor	12-14 Weeks	40.79%	40.79%
48.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%



**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)  
PRICING SCHEDULE –FILING/FILING SYSTEMS FURNITURE**

<b>Manufacturers</b>		<b>Percentage discount for Manufacturer's Price List</b>			
<u>Various</u>		Discount off of list		<u>See Below</u>	%
		Quick Ship		<u>See Below</u>	%

1.	All	Aurora	8-10 Weeks	27.65%	27.65%
2.	All	Fire-King	8-10 Weeks	40.79%	40.79%
3.	All	Korden	8-10 Weeks	43.55%	43.55%
4.	All	Lyon Workspace	8-10 Weeks	9.25%	9.25%
5.	All	Magnuson Group	12-14 Weeks	26.65%	26.65%
6.	All	Marathon	12-14 Weeks	Quote	Quote
7.	All	McMurray Stern	12-14 Weeks	Quote	Quote
8.	All	Memo	12-14 Weeks	37.60%	37.60%
9.	All	MergeWorks	12-14 Weeks	40.79%	40.79%
10.	All	RichardsWilscox-	12-14 Weeks	38.92%	38.92%
11.	All	Spacesaver	12-14 Weeks	Quote	Quote
12.	All	SpaceStor	12-14 Weeks	40.79%	40.79%
13.	All	Western Pacific	12-14 Weeks	40.79%	40.79%

**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)  
PRICING SCHEDULE –SEATING FURNITURE**

<b>Manufacturers</b>		<b>Percentage discount for Manufacturer's Price List</b>			
Various		Discount off of list		<u>See Below</u>	%
		Quick Ship		<u>See Below</u>	%
1.	All	9 to 5 Seating	6-8 Weeks	51.46%	51.46%
2.	All	Aceray	12-14 Weeks	33.79%	33.79%
3.	All	Allermuir	8-10 Weeks	37.55%	37.55%
4.	All	Allseating	6-8 Weeks	48.99%	48.99%
5.	All	American Seating	8-10 Weeks	39.79%	39.79%
6.	All	Arcadia	8-10 Weeks	47.71%	47.71%
7.	All	Arconas	12-14 Weeks	40.98%	40.98%
8.	All	Borgo	12-14 Weeks	33.79%	33.79%
9.	All	Cab Deco	12-14 Weeks	26.65%	26.65%
10.	All	Cabot Wrenn	12-14 Weeks	33.79%	33.79%
11.	All	Campbell Contract	12-14 Weeks	33.79%	33.79%
12.	All	Cape Contract	12-14 Weeks	33.79%	33.79%
13.	All	Carolina	8-10 Weeks	49.91%	49.91%
14.	All	Cramer	12-14 Weeks	40.79%	40.79%
15.	All	Cumberland	12-14 Weeks	33.79%	33.79%
16.	All	Dauphin	12-14 Weeks	37.94%	37.94%
17.	All	Davis	12-14 Weeks	34.79%	34.79%
18.	All	Dedon	12-14 Weeks	Quote	Quote
19.	All	ECD	12-14 Weeks	54.06%	54.06%
20.	All	Encore	8-10 Weeks	53.22%	53.22%
21.	All	Faustino's	6-8 Weeks	46.92%	46.92%
22.	All	H Contract	12-14 Weeks	33.79%	33.79%
23.	All	Hightower	12-14 Weeks	27.65%	27.65%
24.	Seating	Hon	6-8 Weeks	47.36%	47.36%
25.	Seating	Humanscale	6-8 Weeks	51.72%	51.72%
26.	Side Seating	Humanscale	6-8 Weeks	43.72%	43.72%
27.	All	JSI	8-10 Weeks	39.92%	39.92%
28.	All	Kusch Co	8-10 Weeks	33.79%	33.79%
29.	All	La Z Boy	8-10 Weeks	36.94%	36.94%
30.	All	Leland	12-14 Weeks	33.79%	33.79%
31.	All	Lesro	8-10 Weeks	41.92%	41.92%
32.	All	Martin Brattrud	12-14 Weeks	36.39%	36.39%
33.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
34.	All	Norix	12-14 Weeks	32.79%	32.79%
35.	All	OCI-Sitwell	8-10 Weeks	47.39%	47.39%
36.	All	Office Master	8-10 Weeks	38.79%	38.79%
38.	All	RFM Seating	8-10 Weeks	49.37%	49.37%
39.	All	Sandler	8-10 Weeks	35.29%	35.29%

**Tab C - Cost/Price Proposal (CON'T)****PRICING SCHEDULE –SEATING FURNITURE**

40.	All	Segis	8-10 Weeks	35.29%	35.29%
41.	All	Sit On It	6-8 Weeks	51.12%	51.12%
42.	All	Sitmatic	6-8 Weeks	47.92%	47.92%
43.	All	Source International	8-10 Weeks	40.10%	40.10%
44.	All	Spec Furniture	8-10 Weeks	36.79%	36.79%
45.	All	Stylex	8-10 Weeks	35.29%	35.29%
46.	All	Tenjam	12-14 Weeks	40.79%	40.79%
47.	All	Tuohy	12-14 Weeks	35.21%	35.21%
48.	All	Via	6-8 Weeks	49.39%	49.39%
49.	All	Westin-Nielsen	12-14 Weeks	33.79%	33.79%
50.	All	Wieland	12-14 Weeks	38.79%	38.79%
51.	All	Zoom	12-14 Weeks	45.45%	45.45%

**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)  
PRICING SCHEDULE –LIBRARY, LOBBY AND OTHER FURNITURE**

<b>Manufacturers</b>	<b>Percentage discount for Manufacturer's Price List</b>
Various	Discount off of list <u>See Below</u> %
	Quick Ship <u>See Below</u> %

1.	All	Agati	8-10 Weeks	27.65%	27.65%
2.	All	APCO Signage	8-10 Weeks	Quote	Quote
3.	All	Appenx	6-8 Weeks	44.52%	44.52%
4.	All	Art Design Resources	6-8 Weeks	Quote	Quote
5.	All	BuzziSpace	8-10 Weeks	29.65%	29.65%
6.	All	Claridge	8-10 Weeks	30.92%	30.92%
7.	All	Clarus	8-10 Weeks	24.79%	24.79%
8.	All	Connectrac	6-8 Weeks	13.10%	13.10%
9.	All	Egan Visual	6-8 Weeks	27.79%	27.79%
10.	All	Environamics	8-10 Weeks	Quote	Quote
11.	All	Framery	8-10 Weeks	Quote	Quote
12.	All	Frasch Acoustical	8-10 Weeks	49.16%	49.16%
13.	All	Games for Fun	8-10 Weeks	Quote	Quote
14.	All	Ghent	6-8 Weeks	40.79%	40.79%
15.	All	GMBI DIV13DIRTT	6-8 Weeks	Quote	Quote
16.	All	Great American Art	8-10 Weeks	Quote	Quote
17.	All	Gressco	12-14 Weeks	Quote	Quote
18.	Task Lights	Humanscale	6-8 Weeks	55.14%	55.14%
19.	All	Keilhauer	12-14 Weeks	40.79%	40.79%
20.	All	Kimball	8-10 Weeks	44.96%	44.96%
21.	All	Koncept Lighting	6-8 Weeks	40.79%	40.79%
22.	All	Krueger Intl KI	6-8 Weeks	38.04%	38.04%
23.	All	Lawrence Metal	6-8 Weeks	15.38%	15.38%
24.	All	Lencore	6-8 Weeks	Quote	Quote
25.	All	LightCorp	6-8 Weeks	45.32%	45.32%
26.	All	Loftwall	6-8 Weeks	36.51%	36.51%
27.	All	Nook	6-8 Weeks	Quote	Quote
28.	All	Oscar Industries	6-8 Weeks	Quote	Quote
29.	All	Peter Pepper	6-8 Weeks	35.79%	35.79%
30.	All	Safco	6-8 Weeks	39.72%	39.72%
31.	All	Starin	6-8 Weeks	Quote	Quote
32.	All	Take Form	6-8 Weeks	9.11%	9.11%
33.	All	Tate Access Floors	6-8 Weeks	Quote	Quote
34.	All	Tuuci	8-10 Weeks	33.79%	33.79%

**Tab C - Cost/Price Proposal**

**Bid Alert As-Needed Furniture Provider for City of San Diego (10090042-23-F)  
PRICING SCHEDULE – ERGONOMIC FURNITURE**

<b>Manufacturers</b>		<b>Percentage discount for Manufacturer's Price List</b>			
<u>Various</u>		Discount off of list		<u>See Below</u> %	
		Quick Ship		<u>See Below</u> %	
1.	All	GMBI Elevate	3-4 Weeks	64.25%	64.25%
2.	All	ESI	6-8 Weeks	51.83%	51.83%
3.	Cable Management	Humanscale	6-8 Weeks	54.59%	54.59%
4.	CPU Holders	Humanscale	6-8 Weeks	62.32%	62.32%
5.	Ergo Accessories	Humanscale	6-8 Weeks	56.25%	56.25%
6.	HA Counterbalance	Humanscale	6-8 Weeks	47.41%	47.41%
7.	HA Electric	Humanscale	6-8 Weeks	56.93%	56.93%
8.	HA Worktable Electric	Humanscale	6-8 Weeks	54.04%	54.04%
9.	Keyboard Tray Systems	Humanscale	6-8 Weeks	60.66%	60.66%
10.	Monitor Arms & Access Rails	Humanscale	6-8 Weeks	63.40%	63.40%
11.	Sit/Stand Portable	Humanscale	6-8 Weeks	40.79%	40.79%
12.	Tech Products	Humanscale	6-8 Weeks	54.04%	54.04%
13.	All	Ideas At Work	6-8 Weeks	54.01%	54.01%
14.	All	Right Angle Products	6-8 Weeks	42.85%	42.85%
15.	All	Workrite	6-8 Weeks	45.63%	45.63%

**Tab C - Cost/Price Proposal**  
**PRICING SCHEDULE – ADDITIONAL/SPECIAL SERVICES**

- A. Reconfiguration and Labor Charges: The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	<u>REGULAR HOURS</u> MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	<u>AFTER HOURS</u> MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	<u>WEEKEND/HOLIDAY</u> ALL DAY (PST)
<b>PREVAILING WAGE PER HOUR</b>	<b>\$49.00</b>	<b>\$59.00</b>	<b>\$59.00/\$69.00</b>
<b>NON-PREVAILING WAGE PER HOUR</b>	<b>\$43.00</b>	<b>\$53.00</b>	<b>\$53.00/\$63.00</b>

\*This shall only apply when reconfiguring existing City furniture.

- B. Design Services: Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	<u>REGULAR HOURS</u> MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	<u>AFTER HOURS</u> MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	<u>WEEKEND/HOLIDAY</u> ALL DAY (PST)
<b>PREVAILING WAGE PER HOUR</b>	<b>\$55.00</b>	<b>\$55.00</b>	<b>N/A</b>
<b>NON-PREVAILING WAGE PER HOUR</b>	<b>\$55.00</b>	<b>\$55.00</b>	<b>N/A</b>

- C. Space Planning: Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES

	<u>REGULAR HOURS</u> MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	<u>AFTER HOURS</u> MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	<u>WEEKEND/HOLIDAY</u> ALL DAY (PST)
<b>PREVAILING WAGE PER HOUR</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>N/A</b>
<b>NON-PREVAILING WAGE PER HOUR</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>N/A</b>

D. Special Project Management: Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

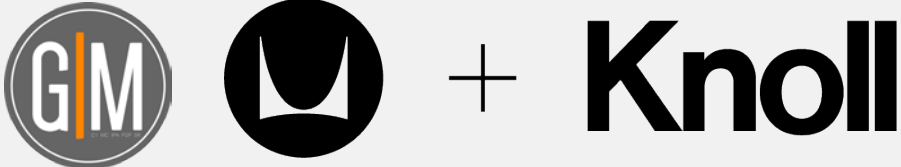
	<b>REGULAR HOURS</b> MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	<b>AFTER HOURS</b> MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	<b>WEEKEND/HOLIDAY</b> ALL DAY (PST)
<b>PREVAILING WAGE PER HOUR</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00/\$95.00</b>
<b>NON-PREVAILING WAGE PER HOUR</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00/\$95.00</b>

E. Warehouse Cost: Respondent is to provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Respondent shall list warehousing cost per day, per vault, per pallet, or per square foot.

<b>WAREHOUSING FEES</b> (AFTER 30-DAYS) PER DAY, PER VAULT, PER PALLET, PER SQUARE "FT"	<b>WAREHOUSEMAN</b> <b>HOURLY RATE</b> (AFTER 30-DAYS)
<b>\$95.00 PER BAY 12 X 4 X 6 =288 CU FT</b>	<b>\$39.00</b>

F. Additional Product/Services

- a) Express Shipping \*
- b) Other Custom Related Services





# Appendix

## MicroTeam Charts

Image files for MicroTeam Charts are saved here:

- Employee Images: <I:\03 GM Client Handout Documents\GM MicroTeam Charts\Employee Images>
  - Vendor Reps Images: <I:\03 GM Client Handout Documents\GM MicroTeam Charts\Vendor Rep Images>
  - Info Blocks (Bottom Rows): [I:\03 GM Client Handout Documents\GM MicroTeam Charts\Info Block Only \(No Photos\)](I:\03 GM Client Handout Documents\GM MicroTeam Charts\Info Block Only (No Photos))
- 

## Project Slide Images

Image files for all Projects are saved here:

- <I:\03 GM Client Handout Documents\000 Project Slides 000\Project Slides - PPT Slideshow>
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## Logos

Image files for all logos are saved here:

- G|M Business Interiors: <I:\01 Account Exec AMA Desktop Pack\LOGOS\GM Business Interiors>
  - Herman Miller: <I:\01 Account Exec AMA Desktop Pack\LOGOS\Herman Miller>
  - DIV13: <I:\01 Account Exec AMA Desktop Pack\LOGOS\DIV13>
  - DIRTT: <I:\01 Account Exec AMA Desktop Pack\LOGOS\DIRTT>
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## Calendar Months for Project Timeline

Image files for all months through 2025 are saved here:

- Master Bid Folder by Location – 08-Project Timeline & Install Plan folder

## CONFIDENTIALITY NOTICE

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