Revision number: 6 Purchasing Agent: Terri O'Toole

Phone: 801-538-3147 Email: totoole@utah.gov

Item: OFFICE FURNITURE (Systems and Accessories, Desks, Tables, Seating, Filing, Storage, Case-Goods)

Vendor: 04327C Henriksen/Butler Design Group (Authorized dealer for Herman

Miller)

249 SO. 400 East

Salt Lake City, UT 84111-2631

Internet Homepage: Herman Miller State Contract Website

Henriksen/Butler State Contract Website

Contact: Paige Wright, Principal & SVP, Sales

Telephone: (801) 363-5881
Fax number: (801) 359-4326
Email address: pwright@hbdq.com

Sales Contact: Paige Wright
Telephone: (801) 994-6349
Email address: pwright@hbdg.com

Reporting type: Line item

Brand/trade name: HERMAN MILLER

Price: Discount off Herman Miller February 2016 Catalog

Terms: NET 30

Effective dates: 12/21/2012 through 11/29/2017

Renewal options remaining:

Days required for delivery: Lead time dependent on product

Freight Terms: FOB Destination. Freight Prepaid. Freight included in price.

Price guarantee period: One year Minimum order: None

Other conditions:

Revision #6: updates to contract, also see how to locate Price Books.

Solicitation #: TO11013 WSCA Office Furniture

The administrative fee for this contract is **0.50%** and is already included in the contract price.

NOTE TO AGENCIES: MULTIPLE AWARD:

MA147 Midwest Office Supply (Steelcase)
MA144 MBI Business Designs (Allsteel)

MA146 Desks Inc. (Hon Company)

PA022 Utah Correctional Industries – Wood Furnishings and Metal Chairs

This contract may be subject to the UCI State Use Law. Please review the law at: http://purchasing.utah.gov/training/documents/stateuselaw.pdf

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Henriksen Butler will be required to provide the following services as part of this contract:

- 1. Dedicated Website.
- 2. Warranty information provided on the website.
- 3. Maintain minimum insurance requirements as stated in Master Agreement.
- 4. Provide Drop Ship (products delivered direct from manufacturer with no installation cost), Inside Delivery (products delivered by the Authorized Dealer inside an office building location as designated on a purchase order, unloaded and unboxed with no assembly), and Installation and Design Services (see description and fees below).
- 5. Owner's manual provided on the website.
- 6. When the repair or replacement of a furniture product under warranty becomes necessary, Henriksen Butler shall act as a servicing agent for the manufacturer to remedy the problem. All repair/replacement work shall be coordinated by Henriksen Butler All defective products/components shall be replaced or repaired.
- 7. Detailed contract requirements are stated in the Master Agreement.

OPTIONAL SERVICES:

Design Services: \$56.28/Hour

Design and layout services for new product include:

- DESIGN PROGRAMMING. This is the research and decision-making process that
 identifies the scope of work to be designed. In many cases a sales representative can
 gather this information to pass onto designers, however, depending on the size, scope or
 complexity of a project a designer may be called in to participate in programming
 meetings.
- FIELD VERIFICATION of facility dimensions, this includes going on site to inspect and measure the space along with updating the customer provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if they don't exist.
- 3. FURNITURE SPACE PLANNING, LAYOUT, and 3D RENDERING, this may include multiple revisions based on customer feedback. Space planning may include preliminary block plans to determine space utilization or may include specific product application and

design. Designers ensure that drawings meet all building, electrical and fire codes, and may obtain approval from building department as required.

- 4. FURNITURE SPECIFICATION, this includes creating parts lists based on the layout of the space, application of CMF, and specification/coordination of electrical/data. This also includes a double check of work to make sure all specifications meet code and match the requested finishes, quantities and sizes on the floor plan. This may also include time to research and present multiple product options as requested. Each time the layout or CMF is revised the specification must also be revised. A proposal is created from final specifications and allows an order to be placed.
- 5. COLOR, MATERIAL and FINISH (CMF) recommendations. This may include time to research and present multiple options as requested. When a customer's own material (COM) is selected, a designer must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors or finishes are revised by a customer the specification must also be revised.
- 6. FINAL FLOOR PLANS are created and used for customer sign off and installation, to include furniture layout, electrical/data locations, etc. These may be provided to a customer as a printed copy or electronic PDF format.

Design services required for RECONFIGURATION of existing furniture may include the same services as outlined above and also include:

- 1. PRODUCT INVENTORY. A designer is required to go out to the existing space and assess/inventory the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfigure.
 - a. If the original design was completed by H/B and we have the drawings/design on file, we will verify the existing layout against the drawings then update the drawings to verify we have an accurate design/layout/count of existing products prior to beginning the new design.
 - b. If the original design was not completed by H/B or we don't have drawings/design on file then we will need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.

Additional Requirements:

- Fabric, paint, and finishes shall be available electronically and incorporated in CAD drawings to aid in the selection process. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the Authorized Dealer for each Participating Entity.
- The Authorized Dealer shall be responsible for overages, shortages or all other ordering
 errors resulting from orders based on the design work completed by the Authorized
 Dealer. Approval of design work by the Purchasing Entity does not constitute
 responsibility for the Authorized Dealer design or ordering process.
- If the Authorized Dealer for each Participating Entity is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it shall be the Authorized Dealer for each Participating Entity's responsibility (financially and logistically) to resolve the matter to the Purchasing Entity's satisfaction. No payment shall be made until the issue is fully resolved and approved by the Purchasing Entity's project manager for any Participating Entity.
- The Authorized Dealer for each Participating Entity shall provide an installation plan

- showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets. The Purchasing Entity's project manager for any Participating Entity shall approve, in writing, the final plan.
- The Authorized Dealer shall be responsible for all plans and their review for correct product application and stability. The Authorized Dealer is responsible for notify the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.
- The Authorized Dealer is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly time, the OEM's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.

Installation Services: \$34.17/Hour Reconfiguration Services: \$36.50/Hour

The Authorized Dealer shall take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Authorized Dealer shall make restitution, as agreed upon by the parties.

General:

- a. The Authorized Dealer shall be fully responsible for the assembly team and the supervision of the team.
- b. The Authorized Dealer is responsible for ordering any missing, damaged, or incorrect items upon discovery.
- c. The Purchasing Entity shall incur no additional charges as a result of the Authorized Dealer's error.
- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier is not able to properly clean and ready the site for occupation by the designated move in date. The Purchasing Entity shall notify the Authorized Dealer of their intent to hire additional cleaning personnel, and give the Authorized Dealer the opportunity to correct any inadequate cleaning issues. If required, the cost of additional cleaning shall be fully reimbursed by the Authorized Dealer.

Specific to Systems Furniture and Accessories:

- a. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist if requested.
- b. The punch out written checklist shall be a listing of any missing, incorrect, or damaged items.
- c. The Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and shall include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the work stations to be in move-in condition.

Specific to Seating:



STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT CONTRACT NUMBER: MA145 Page 5 of 7

May 09, 2016

State of Utah Participating Agreement -- NASPO Value Point

- a. The Authorized Dealer shall be fully responsible for the assembly of the product. Installed items must be fully assembled and ready for use within the agreed upon timeframe of the Purchasing Entity.
- b. The Authorized Dealer is responsible for ensuring that a final cleaning will be completed prior to the final walk-through and acceptance of the seating items.

Specific to Desks, Tables, Filing, Metal Storage and Wooden Case-Goods:

- a. The Authorized Dealer shall be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use the agreed upon timeframe of the Purchasing Entity.
- b. The Authorized Dealer must place all desk, tables, filing, metal storage and wooden case-goods in the location designated by the Design Plan or Purchasing Entity.
- c. The Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and acceptance of all purchased items.

• Herman Miller

1-Feb-16

Herman Miller Inc. Price Sheet	Program			
	Discounts are from List Price			
Price Book Date: February 1, 2016	Tiers are based on List Value by Product Group			
Product Line	\$ 1 - \$100,000	\$100,001 - \$200,000	\$200,001 - \$500,000	\$500K +
Monolithic Systems				
Action Office	74.87	74.87	74.87	74.87
Thrive Portfolio	58.79	58.79	58.79	58.79
Frame & Tile Systems				
Canvas Office Landscape: Walls & Private Office	67.80	69.85	69.85	71.35
Canvas Office Landscape: Group Based	67.80	69.85	69.85	71.35
Ethospace	67.80	69.85	69.85	71.35
Seating				
Ergon 3, Equa 2 Aeron, Mirra 2, Celle, Setu, Sayl	57.80	57.80	57.80	57.80
Seating	49.75	51.75	51.75	51.75
Embody Chair	47.70	49.75	49.75	49.75
Aside	55.80	55.80	55.80	55.80
Caper, Limerick	51.75	53.75	53.75	53.75
Eames - Alum., Shell, Tandem; Celeste, Swoop	43.70	44.70	44.70	44.70
Geiger Seating	49.75	50.75	50.75	50.75
Desks & Tables				
HM Eames Laminate Tables (F),	67.80	69.85	69.85	71.35



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May 09, 2016

49.75 58.79	50.75	50.75	50.75
58.79		50.75	50.75
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	58.79	58.79	58.79
58.60	60.80	60.80	60.80
49.75	51.75	51.75	51.75
49.75	51.75	51.75	51.75
67.80	69.85	69.85	71.35
50.75	52.75	52.75	52.75
65.80	67.80	67.80	67.80
65.80	67.80	67.80	67.80
51.75	53.75	53.75	53.75
51.75	53.75	53.75	53.75
43.70	44.70	44.70	44.70
49.75	50.75	50.75	50.75
67.80	69.85	69.85	71.35
51.75	53.75	53.75	53.75
74.87	74.87	74.87	74.87
53.25	53.25	53.25	53.25
50.75	52.75	52.75	52.75
52.75	54.75	54.75	54.75
66.80	66.80	66.80	66.80
38.70	40.70	40.70	40.70
41.70	43.70	43.70	43.70
49.75	50.75	50.75	50.75
	58.60 49.75 49.75 67.80 50.75 65.80 65.80 51.75 43.70 49.75 67.80 51.75 74.87 53.25 50.75 52.75 66.80 38.70 41.70	58.60 60.80 49.75 51.75 49.75 51.75 67.80 69.85 50.75 52.75 65.80 67.80 51.75 53.75 43.70 44.70 49.75 50.75 67.80 69.85 51.75 53.75 74.87 74.87 53.25 53.25 50.75 52.75 52.75 54.75 66.80 66.80 38.70 40.70 41.70 43.70	58.60 60.80 60.80 49.75 51.75 51.75 49.75 51.75 51.75 67.80 69.85 69.85 50.75 52.75 52.75 65.80 67.80 67.80 65.80 67.80 67.80 51.75 53.75 53.75 43.70 44.70 44.70 49.75 50.75 50.75 67.80 69.85 69.85 51.75 53.75 53.75 74.87 74.87 74.87 53.25 53.25 53.25 50.75 52.75 52.75 52.75 54.75 54.75 66.80 66.80 66.80 38.70 40.70 40.70 41.70 43.70 43.70

Notes:

Orders must be issued to a participating HMI Authorized dealer.

Discounts include product only dock delivery, services are additional.

Lead Times: Herman Miller has three easy-to-use lead time programs. When you order product from the 10 or the 20 Day or Less program you will receive it on time regardless of how busy we are. The Assigned lead time program is for product that may require a unique process with a unique lead time. Assigned does not always mean extended. See your local Herman Miller dealer for more details.

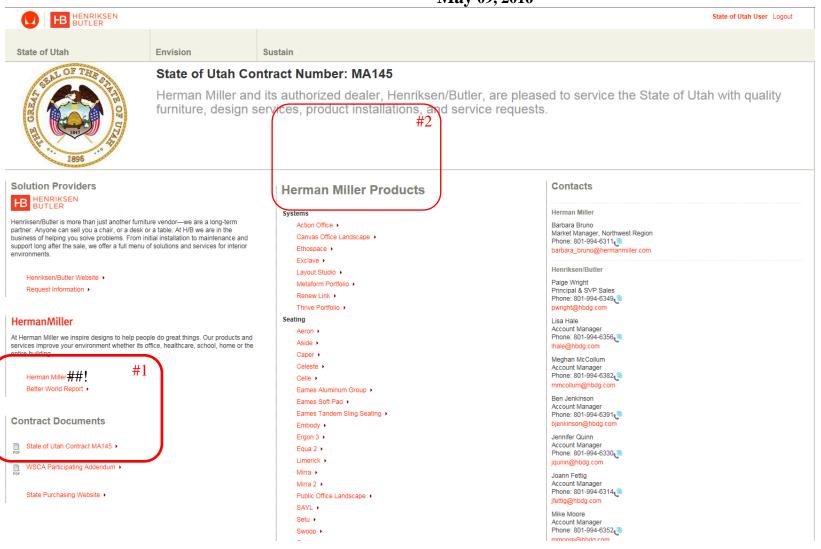
STATE OF UTAH - HOW TO LOCATE PRICEBOOKS

There are two was to locate the price books for this contract:

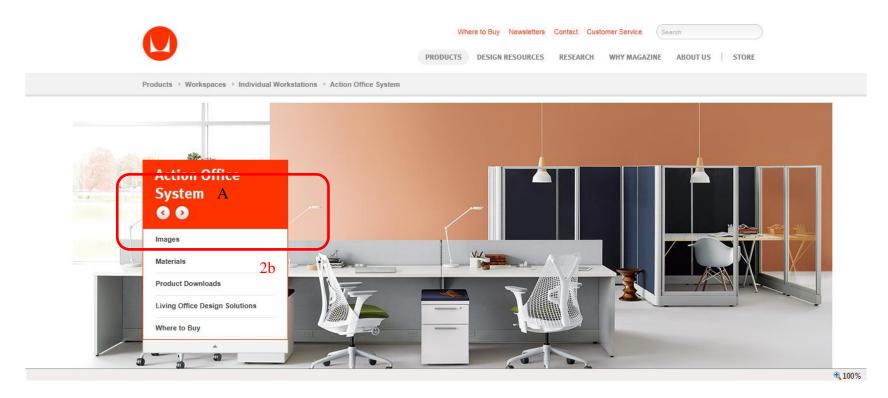
- 1. A new document containing direct links to the price books has been added to the contract documents section
- 2. You can also navigate to the price books from within the Herman Miller Products section
 - a. Select the product line you are looking for
 - b. Select Product Downloads
 - c. Select Pricing information
 - d. Chose the appropriate price book from the menu (Please note this contract is based on standard price books not GSA price books)

Please referance screenshots below for further details

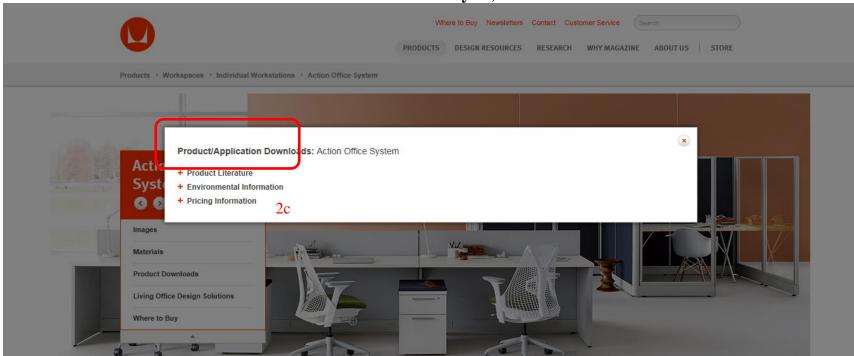




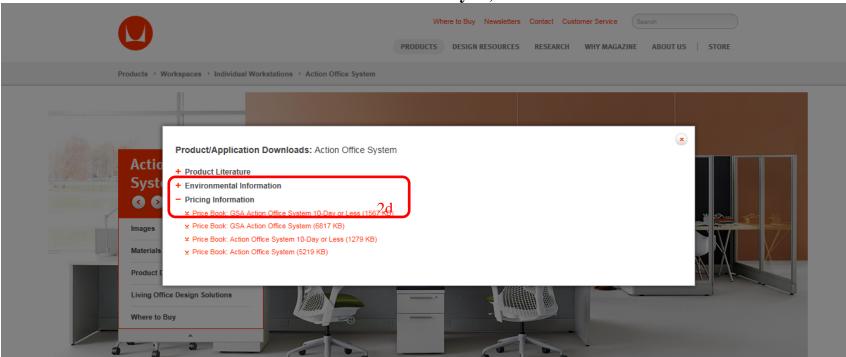
















Utah State Contract MA145 Price Books

Desks & Tables, cont.

Monolithic Systems

Action Office System

<u>Thrive Portfolio</u> (Ergonomic Accessories) <u>Everywhere Tables</u>

Exclave

Frame & Tile Systems Geiger Conference Tables

Geiger Occasional Tables

<u>Canvas: Wall-Based & Private Office</u> <u>Intersect Portfolio</u>

Ethospace System Layout Studio

Locale

<u>Seating</u> <u>Metaform Portfolio</u>

<u>Aeron Chairs</u> <u>Public Office Landscape</u>

Aside Chair Renew Sit-to-Stand Tables

<u>Caper Chairs</u> <u>Setu Tables</u>
Celeste Seating Swoop Tables

Celle Chairs

Eames Aluminum Group**

Eames Tandem Sling Seating Files, Storage & Casegoods

Embody Chairs

Equa 2 Chairs Canvas: Group Based

<u>Ergon 3 Chairs</u> <u>Canvas: Storage</u>

Geiger Guest, Stacking & Stool Seating Geiger Catalyst

Geiger Lounge Seating Geiger Construct

Geiger Task Seating Geiger Domino Storage

Limerick Chairs Geiger Ward Bennett Storage

Mirra 2 Chairs Geiger Levels

Public Office Landscape Geiger Shelf

Sayl Chairs Geiger Tablet

Setu Chairs Geiger Triuna

Swoop Lounge Furniture Meridian Pedestals

Meridian Lateral Files

Desks & Tables Meridian Storage Cases, Powered

Storage & Bookcases

<u>Avive Table Collection</u> <u>Meridian Storage Towers</u>

Canvas: Beam-Based Meridian Vertical Files

Canvas: Dock-Based Tu Storage

Eames Table*



*Eames Tables with laminate or veneer tops are located in the Herman Miller Collection Price book on pages 269-271, 274-275, 278-279, 282-283, 286-296, 299-302. The entire collection is not on state contract.

**Eames Aluminum Group indoor seating is located in the Herman Miller Collection Price book on pages 5-6, 69-70, 172-175. The entire collection is not on state contract.

FINET COMMODITY CODE(S): For Agency use only

42503000000 - BOOKCASES AND BOOKSHELVES, METAL

42506000000 - CHAIRS, METAL

42513000000 - CREDENZA UNIT, METAL

42520000000 - DESKS AND TABLES, METAL

42540000000 - FILING CABINETS, METAL: CARD, JUMBO, LATERAL, LEGAL

42594000000 - WORK STATIONS, MODULAR, SYSTEMS FURNITURE