Revision number: 1  
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: VC0000162859  
Herman Miller Inc.  
855 East Main Street  
Zeeland, MI 49464

Remit Address:  
PO Box 302  
Zeeland, MI 49464-0300

Authorized Dealer:  
HENRIKSEN/BUTLER DESIGN GROUP  
249 SO. 400E.  
SALT LAKE CITY, UT 84111-2631

Internet Homepage: Herman Miller Contract Website

Telephone:  
(801) 363-5881

Fax number:  
(801) 359-4326

Contact:  
PAIGE WRIGHT, SVP Sales & Design

Email address: pwright@henriksenbutler.com

Reporting type:  
Line item

Brand/trade name: HERMAN MILLER

Price: Discount off Herman Miller September 2012 Catalog

Terms: NET 30

Effective dates: 12/21/2012 through 11/29/2015

Renewal options remaining: One 2 Year renewal option

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 #1: Corrected vendor number and remit address.

Bid No. TO11013 WSCA Office Furniture

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:

1. 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.
2. 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:**

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 Inc. Price Sheet**

**Price List Date:** September 2012

<table>
<thead>
<tr>
<th>Product Line</th>
<th>State of Utah/WSCA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Discounts from List Price</strong></td>
<td><strong>Tiers are based on Product Groups</strong></td>
</tr>
<tr>
<td><strong>Monolithic Systems</strong></td>
<td>$1 - $100,000</td>
</tr>
<tr>
<td>Action Office, Prospects</td>
<td>74.87</td>
</tr>
<tr>
<td>Thrive Portfolio</td>
<td>58.79</td>
</tr>
<tr>
<td><strong>Frame &amp; Tile Systems</strong></td>
<td></td>
</tr>
<tr>
<td>Canvas Office Landscape: Wall based, Private Office, Group Based</td>
<td>67.80</td>
</tr>
<tr>
<td>Ethospace</td>
<td>67.80</td>
</tr>
<tr>
<td><strong>Seating</strong></td>
<td></td>
</tr>
<tr>
<td>Ergon 3, Equa 2</td>
<td>57.80</td>
</tr>
<tr>
<td>Aeron, Mirra, Mirra 2, Celle, Setu, Sayl</td>
<td>49.75</td>
</tr>
<tr>
<td>Embody</td>
<td>47.70</td>
</tr>
<tr>
<td>Ambi, Aside</td>
<td>55.80</td>
</tr>
<tr>
<td>Caper, Limerick</td>
<td>51.75</td>
</tr>
<tr>
<td>Geiger Seating</td>
<td>49.75</td>
</tr>
<tr>
<td>Eames Alum., Eames Shell, Eames Tandem, Celeste, Swoop</td>
<td>43.70</td>
</tr>
<tr>
<td><strong>Desks &amp; Tables</strong></td>
<td></td>
</tr>
<tr>
<td>Eames Tables (F), Avive Tables</td>
<td>67.80</td>
</tr>
<tr>
<td>Passage</td>
<td>49.75</td>
</tr>
</tbody>
</table>

---
<table>
<thead>
<tr>
<th>Product Description</th>
<th>Price1</th>
<th>Price2</th>
<th>Price3</th>
<th>Price4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sense Desking System</td>
<td>58.60</td>
<td>60.80</td>
<td>60.80</td>
<td>60.80</td>
</tr>
<tr>
<td>Setu Tables</td>
<td>49.75</td>
<td>51.75</td>
<td>51.75</td>
<td>51.75</td>
</tr>
<tr>
<td>Canvas Office Landscape: Beam Based, Group Based, Private Office, Wall Based</td>
<td>67.80</td>
<td>69.85</td>
<td>69.85</td>
<td>71.35</td>
</tr>
<tr>
<td>Meridian 5000</td>
<td>50.75</td>
<td>52.75</td>
<td>52.75</td>
<td>52.75</td>
</tr>
<tr>
<td>Everywhere Tables</td>
<td>65.80</td>
<td>67.80</td>
<td>67.80</td>
<td>67.80</td>
</tr>
<tr>
<td>Q Tables</td>
<td>68.30</td>
<td>68.30</td>
<td>68.30</td>
<td>68.30</td>
</tr>
<tr>
<td>Arrio, Intersect Tables &amp; Screens</td>
<td>51.75</td>
<td>53.75</td>
<td>53.75</td>
<td>53.75</td>
</tr>
<tr>
<td>Geiger Desks &amp; Tables</td>
<td>49.75</td>
<td>50.75</td>
<td>50.75</td>
<td>50.75</td>
</tr>
<tr>
<td><strong>Files, Storage &amp; Case-goods</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canvas Office Landscape: Filing &amp; Storage</td>
<td>67.80</td>
<td>69.85</td>
<td>69.85</td>
<td>71.35</td>
</tr>
<tr>
<td>Quad. B&amp;F Front Peds (BP&amp;BQ)</td>
<td>74.87</td>
<td>74.87</td>
<td>74.87</td>
<td>74.87</td>
</tr>
<tr>
<td>Meridian Storage &amp; Towers</td>
<td>53.25</td>
<td>53.25</td>
<td>53.25</td>
<td>53.25</td>
</tr>
<tr>
<td>Quadrant B &amp; F Front Lateral Files (2 &amp; 2A)</td>
<td>50.75</td>
<td>52.75</td>
<td>52.75</td>
<td>52.75</td>
</tr>
<tr>
<td>Meridian; Peds, Lateral &amp; Vert. Files</td>
<td>52.75</td>
<td>54.75</td>
<td>54.75</td>
<td>54.75</td>
</tr>
<tr>
<td>Tu Files, Tu Peds, Tu Storage, Tu Towers</td>
<td>66.80</td>
<td>66.80</td>
<td>66.80</td>
<td>66.80</td>
</tr>
<tr>
<td>Geiger Files, Storage &amp; Case-goods</td>
<td>49.75</td>
<td>50.75</td>
<td>50.75</td>
<td>50.75</td>
</tr>
</tbody>
</table>

**Notes:**
Orders should be issued to a participating HMI Authorized dealer.
Discounts include product only, services are additional.
Lead Times: Herman Miller has three easy-to-use lead time programs. When you order product from the 10 Day or Less or from 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.

**FINET COMMODITY CODE(S):** For Agency use only
425030000000 - BOOKCASES AND BOOKSHELVES, METAL
425060000000 - CHAIRS, METAL
425130000000 - CREDENZA UNIT, METAL
425200000000 - DESKS AND TABLES, METAL
425400000000 - FILING CABINETS, METAL: CARD, JUMBO, LATERAL, LEGAL
425940000000 – WORK STATIONS, MODULAR, SYSTEMS FURNITURE