



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA146 Page 1 of 7**

September 28, 2015

Revision number: 7

Purchasing Agent: Terri O'Toole
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**Item: OFFICE FURNITURE (Systems and Accessories, Desks, Tables, Seating,
Filing, Storage, Case-Goods)**

Vendor: 91813AJ The Hon Company
200 Oak Street
Muscatine, IA 52761
Remit Address: PO Box 404422
Atlanta, GA 30384-4422

Authorized Dealers:

Workspace Elements
3003 S Highland Drive
Salt Lake City, UT 84106
Phone: 801-746-0271
Contact: Jason Woodbury
Email: jwoodbury@workspacelements.com

Internet Homepage: <http://www.hon.com/Pages/Contracts-WSCA-Utah.aspx>

Contact: Christy Lung
Telephone: (563) 272-7351
Email address: contractmanager@honcompany.com

Sales Contact: Scott Albin
Telephone: (563) 299-1427
Email address: albins@honcompany.com

Usage Report Contact: Joel Oney
Telephone: (563) 272-7165
Email address: OneyJ@honcompany.com
Reporting Type: Line Item

Brand/trade name: The HON Company

Price: Discount from HON January 1, 2015 Price List and
Accelerate January 2015 Price List.

Terms: NET 30
Effective dates: 12/18/2012 through 11/29/2017
Renewal options remaining: None
Days required for delivery: Lead time dependent on product



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Price guarantee period: 1 Year
Freight: FOB Destination, Freight Prepaid and included in price
Minimum order: None
Min shipment without charges: Freight included in price
Other conditions:

Revision #7: New dealer added (Inside Elements).

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)
MA145	Henriksen Butler (Herman Miller)
MA144	MBI Business Designs (Allsteel)
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.

Desks Inc. 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, Desks Inc. shall act as a servicing agent for the manufacturer to remedy the problem. All repair/replacement work shall be coordinated by Desks Inc. All defective



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products/components shall be replaced or repaired.

7. Detailed contract requirements are stated in the Master Agreement.

OPTIONAL SERVICES:

Design: \$50.00/hour

Design, Reconfiguration, and Layout Services will be charged on an hourly basis; the maximum charge for these services will not exceed \$50 per hour. Installation charges for all products offered under this contract will be negotiated on a project-by-project basis with the HON authorized dealer, and will be included as a line item in the quote provided by the HON authorized dealer.

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.



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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.

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.

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



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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.

Installation Services: Negotiated based on project.

Reconfiguration/Design/Layout Services: \$50 per 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:



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- 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.



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Tier	Total Order at List	Filing, Storage and Casegoods	Seating	Desks and Tables	Tier	Total Order at List	Systems (Monolithic and Frame and Tile)
1	\$0 - \$5,000	56.5%	56.5%	56.5%	1	\$0 - \$20,000	69.8%
2	\$5,001 - \$50,000	60.9%	60.0%	60.0%	2	\$20,001 - \$100,000	70.8%
3	\$50,001 - \$100,000	63.3%	60.6%	60.6%	3	\$100,001 - \$250,000	70.8%
4	\$100,001 - \$200,000	69.8%	62.8%	62.1%	4	\$250,001 - \$500,000	70.8%
5	\$200,001 and above	69.8%	63.3%	62.8%	5	\$500,001 and above	70.8%

Filing, Storage and Casegoods

Flagship Standard Height File Centers
 Flagship Lateral Files
 FlameSafe
 Brigade 800, 700, 600 Series Laterals
 500 Series Laterals
 510, 250B, 210, 310, H320 Vertical Files

Flagship Storage Cabinets
 Brigade Storage Cabinets
 Brigade Steel Bookcases
 Brigade Metal Overfiles
 10500, 1870, and 1890 Laminate Bookcases

Flagship Personal Storage Tower
 Flagship Desk Tower
 Flagship Bookcases

HON Branded Seating:

2300 Series	Ceres	Motivate	24-
2400 Series	ComforTask	Nucleus	..
2900 Series	Convera	Olson	
4000 Series	F3	Pagoda	
H4051	Flock Seating	Park Avenue	
6540 Series	Folding Chairs	Perpetual	
6550 Series	Gamut	Pillow-Soft	
7700 Series	GuestStacker	Pyramid	
7800 Series	Ignition	Resolution	
7900 Series	Invitation	Riley	
Alaris	Jackson	Sensible Seating	
Allure	Lab Stools	Tiempo	
Ampere	Laurus	Unanimour	
Boda	Meadowbrook	Versant	
Cambia	Mirus	Volt	

Desks and Tables

10500 Series	Huddle	Veneer Occasional Tables
10700 Series	Initiate Desks	Voi
34000 Series	Laminate Occasional Tables	
38000 Series	Mentor	
66000 Series	Metro	
94000 Series	Motivate Tables	
Activity Tables	Park Avenue Laminate	
Adjustable Height Training Tables	Park Avenue Veneer	
Announce	Pennsylvania Avenue	
Arrive	Preside Veneer Tables	
Flock Tables	Preside Laminate Tables	
Height Adjustable Tables	Utility Tables	
Hospitality Tables	Valido	

Systems

Accelerate, Abound and Initiate (frames, tiles, accessories, overhead



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storage, electrical, worksurfaces) Flagship and Brigade Pedestals

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

REVISION HISTORY: