



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA2165**

October 16, 2014

Revision number:

Purchasing Agent: Terri O'Toole
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Item: ARCHITECTURAL WALLS - Prefabricated walls, typically steel or aluminum frame, at the factory, with custom design solutions for a variety of applications. A non-structural, manufactured wall system consisting of prefinished modular-panels assembled to create various spaces. Installed into a track system, panels may interlock or butt together with system hardware. This system is best for floor to ceiling installations. This wall type is best suited for longer duration needs and for project separations in occupied spaces and as a barrier. This product category does not include systems (cubicle) furniture. See following page for further description.

Vendor: 04327C

Henriksen/Butler Design Group
249 South 400 East
Salt Lake City, UT 84111

Internet Homepage:

www.hbdg.com
Or www.DIRTT.net

General Contact:

Telephone:
Fax number:
Email:

Paige Wright
(801) 994-6349
(801) 359-4326
pwright@henriksenbutler.com

Usage Report Contact:

Telephone:
Fax number:
Email:

Monte Stark
(801) 363-5881
(801) 359-4326
mstark@henriksenbutler.com

Reporting Type:

Item-Line

Brand/trade name:

DIRTT Environmental Solutions

Price:

See Attached Pricing

Terms:

Effective dates:
Price guarantee period:
Freight:
Other conditions:

Net 30
October 20, 2014 to October 19, 2019
One Year
Additional fees apply for design and installation services.

This is a new contract.

Solicitation #: TO14008

The administrative fee for this contract is **0.25%** and is already included in the contract price.



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This is a multiple awarded contract also see MA2166-Krueger International, Inc and MA2167-TeKnion LLC.

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced separately.

State agencies are to place orders directly with the vendor creating a PRC in Finet.

This contract information sheet is subject to change. State Purchasing doesn't recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov

Please contact the Purchasing Agent listed above if you have questions or concerns.

PRODUCT DESCRIPTION

Architectural walls are pre-fabricated modular walls, partitions and enclosures with a high degree of customization available. They are movable and re-configurable. Utilities and other infrastructure is incorporated into the wall system and installed at the factory. Walls consist of frames and panels. Panels consist of wood veneer, glass, whiteboards, metals, housing for monitors and can incorporate lighting, shelving and attachment of worksurfaces, and case goods, etc. This category does not include office systems (cubicle) furniture.

DESIGN SERVICES

The Contractor shall offer an initial site visit for purposes of a quote, free of charge, to assess the project requirements and gather information needed to successfully complete the project. Contracted Supplier must offer Design Services or initial site visit to all purchasing entities in the entire State of Utah. Attached is a Utah Procurement Regions Map that outlines all of the counties that Contracted Suppliers will be required to service. Design services shall be provided, for a fee, to all purchasing entities.

The Contractor shall provide a written quote to the purchasing entity for all design services. The quoted estimate shall include a detailed break-down of all items that comprise the total design charge. Detailed information shall include the project hours and hourly rate. Additionally, the quote shall include a detailed explanation of the work to be included in those hours. All product category Contractors shall only invoice for design work that is quoted and completed for which a purchase order is received. Any design work done in association with a competitive quote is not invoiceable.

- a. Paint and finishes shall be available electronically and incorporated in detailed drawings to aid in the selection process. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the Contracted Supplier for each Purchasing Entity.
- b. The Contracted Supplier shall be responsible for all field verifications and any overages or shortages or all other ordering errors resulting from orders based on the design work completed by or on behalf of the Contracted Supplier. Approval of design work by the



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Purchasing Entity does not constitute responsibility for the Contracted Suppliers' design or ordering process.

c. The Contracted Supplier shall provide concept drawings and construction documents, part lists, and submittal samples (including finishes). The Contracted Supplier shall provide an installation plan showing

in detail, the position of all walls including heights, widths, types of panels, voice/data outlets, and electrical outlets, and plumbing as applicable. Drawings to include elevations, and connection and attachment details to the base building. The Purchasing Entity's project manager shall approve, in writing, the final plan.

d. The Contracted Supplier shall be responsible for all plans and their review for correct product application and stability. The Contracted Supplier is responsible for notification to the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly and/or installation requirements.

e. The Contracted Supplier 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 and/or installation time, the Contracted Supplier is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.

f. The Contracted Supplier shall provide on-site visits to assess needs and develop plans. Return to site to verify installations.

g. Contracted Supplier to coordinate electrical provisions to be included in the walls with final circuited electrical engineering drawings, schedules, including drawings stamped by a professional engineer and shall be compliant Federal, State, Local, and other applicable codes.

INSTALLATION SERVICES

The Contractor must maintain an installation crew either in-house or subcontracted as an installation team. The Contractor and installation crew shall take precautions during the installation of any product not to damage the premises (with exception of penetration to anchor seismic bracing) or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contractor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contractor shall make restitution, as agreed upon by the parties. Contractors must offer Installation Services to all purchasing entities in the entire State of Utah. Attached is a Utah Procurement Regions Map that outlines all of the counties that Contracted Suppliers will be required to service.

The Contractor shall provide a written quote to the purchasing entity for all installation services including any applicable travel fees. The quoted estimate shall include a detailed break-down of all items that comprise the total installation charge. Detailed information shall include the number of crew members required and their associated hours and hourly rate. Each crew member's number of hours shall include a detailed explanation of the work to be included in those hours. If Truck Fees are charged, the number of hours or number of miles must be included in the quote with the origination point and destination point.

a. The Contracted Supplier shall be fully responsible for the installation team and the supervision of the team. Installation teams shall be trained and experienced in the installation of the project wall type.

b. The Contracted Supplier 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 Contracted Supplier's error or omission.



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- 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.
- e. The cost of additional cleaning shall be fully reimbursed by the Contracted Supplier.
- f. The Contracted Supplier must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist that will be approved and signed by the Purchasing Entity's project manager.
- g. A punch list, written by the Contracted Supplier and the Purchasing Entity, shall be created consisting of a listing of any missing, incorrect, non-working, or damaged items approved and signed by the purchasing entity after issues are resolved.
- h. The Contracted Supplier 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.
- i. The Contracted Supplier 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 as stated on the purchase order.
- j. The Contracted Supplier must place all architectural walls in the location designated by the Design Plan.
- k. Installation teams are responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. The purchasing entity is not responsible for tools left at the job site.
- l. It shall be the responsibility of the Contracted Supplier to offer the services required to deliver, unload, uncrate, and assemble items ordered.
- m. The Contracted Supplier is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the purchasing entity for the participating entity shall not be used.
- n. Under no circumstances will Purchasing Entity personnel assist with unloading product.
- o. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order.

PRICING

To request access to ICE Software, email Lance Henderson at lhenderson@DIRTT.net.

Ice Software – Boston M12, Version 2.13.0.19, DIRTT July 2014 Version 3.12.0.15



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	DIRTT Walls	DIRTT Power
Project Total - Tier	Discount	Discount
\$0-\$10,000	1.26%	1.26%
\$10,001-\$50,000	1.26%	1.26% (see Note 5)
\$50,001-\$75,000	14.36%	9.37%
\$75,001-\$150,000	14.36%	9.37%
\$150,001 and above	14.36%	9.37%

Henriksen/Butler Volume Discount Notes:

1. Offered discounts mirror current DIRTT GSA contract
2. Discounts are applied to product only (not services or freight)
3. Discounts are applied to list price
4. Additional discounting is negotiable on DIRTT Wall orders that exceed \$200,000 list
5. DIRTT Power offers a discount of 3.27% for orders between \$20,001-\$50,000 list

Design Services Fee	Rate	U/M
Design Service Fee:	\$65.00 (see Note 1, 2)	Hourly Rate (per designer)
Installation Fee	Rate	U/M
Move/Relocate Labor:	\$43.75 (see Note 3, 4)	Hourly Rate (per installer)
New Installation Labor:	\$43.75 (see Note 3, 4)	Hourly Rate (per installer)
Travel Rates	Rate	U/M
Flat Fee for Delivery	N/A	
Truck Fee	N/A	Per Hour
Truck Fee	\$0.65	Per Mile
<i>(Hourly OR Per Mile)</i>		
**Travel Included within: 50 miles of the State Capitol Complex (350 N State St, Salt Lake City, UT 84114)		



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Henriksen/Butler Service Fees Notes:

1. Design services are included at no charge for the initial design and up to one (1) revision.
 2. Design services for reconfigures are billable at the hourly rate.
 3. Installations outside the 50 mile radius of the Capitol Complex that require an overnight stay will be billed a per diem rate of \$100 per installer.
 4. Installation overtime is billed at \$65.00 per hour, per installer.
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FINET COMMODITY CODE(S):

- 150-30 - Folding Doors, Commercial Type (including Portable Walls)
- 150-56 - Partitions, Office, Metal and Glass, Custom-made
- 150-58 - Partitions, Office, Wood and Glass, Custom-made
- 150-91 - Wall Panels, Modular, Insulated
- 425-56 - Partitions, Free Standing, All Types, Stock Sizes
- 425-57 - Partitions, Hardware

REVISION HISTORY: