

Request for Quotation

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THIS IS NOT AN ORDER

Purchasing Department	1600 Hampton Street, Suite	e 606 Columbia, SC 29208	(803) 777-4115
Quotation must be received no later than: 5:00 PM	Send Quotation to above address at Attention of:	Solicitation Number:	Posting Date:
03 29 2017	Leann Cudd	USC-RFQ-3106-LC	03 10 2017

Questions regarding this solicitation must be received no later than **3/20/17 @ 11:00 A.M.** Answers to vendor questions will be posted to the Purchasing Department's website in an amendment to the solicitation: <u>purchasing.sc.edu/sa.php</u>

Please quote your lowest delivered price of the item(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

- 1. All Quotes must be signed by the vendor's representative per the terms noted. Failure to comply with these instructions may result in disqualification of the quotation.
- 2. E-mailed Quotes (cudd2@mailbox.sc.edu) and Faxed Quotes [(803) 777-2032] are acceptable.
- 3. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

Vendor		
Name		
Vendor		
Address		
Phone	E-mail	
Number	E-maii	
FEIN/SSN	SC Minority	
FEIN/ SSIN	Certification #	
Printed	Signatura	
Name	Signature	

Item	Unit	Description of Supplies	Total Price
1	Job	Furnish, Deliver, and Install Fixed Audience Seating	\$
		Award to be made to one contractor. Quote only as specified. Deliveries shall be FOB Destination. Do not include sales tax.	
		Buyer: Leann Cudd Phone: (803) 777-4115 Fax: (803) 777-2032 E-mail: cudd2@mailbox.sc.edu	

TERMS AND CONDITIONS

All amendments to and interpretations of this Request for Quotation shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this solicitation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Unit prices will govern over extended prices unless otherwise stated. Quoted prices must remain firm for a period of thirty (30) days beyond the RFQ deadline.

Award will be made in accordance with Section 11-35-1550 of the South Carolina Consolidated Procurement Code. Award will be made to one offeror for the complete lot.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

The University reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The successful bidder assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees, and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions, or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees, and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful offeror from requirements that it be authorized or licensed to do business in this State, by submission of this signed quote, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

VENDOR IDENTIFICATION

The University must have your Federal ID Number (company) or Social Security Number (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state, and local laws, regulations, rules, rulings, and ordinances concerning "protection of human health and the environment." These include, but are not limited to: the Occupational Safety and Health Act, the Environmental Protection Act, and the South Carolina Hazardous Waste Management Act

HIPAA LAW

The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: http://www.sa.sc.edu/shs/hipaa/

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015)

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: https://procurement.sc.gov/iran-divestment. Section 11-57-310 requires the government to provide a person ninety (90) days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

CERTIFICATES OF INSURANCE

Certificates of Insurance shall be delivered to the University as requested herein. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC. Contractor should submit copy of insurance within seven (7) days of award.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, 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 and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

- (b) Coverage shall be at least as broad as:
- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
- (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must 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 the 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 the 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 and CG 20 37 if a later edition is used.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- (g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- (h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of

contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT AND TERMINATION

The University may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the University will not be liable to the contractor for any amount for supplies or services not accepted, and the contractor will be liable to the University for any and all rights and remedies provided by law. If it is determined that the University improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of default by the contractor, the University reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied. In the event that this contract is terminated or cancelled upon request and for the convenience of the University, it may negotiate reasonable termination costs, if applicable.

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

PLEASE COMPLETE: MINORITY PARTICIPATION (JAN 2006) Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No If so, please list the certifying governmental entity: Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? □ Yes □ No If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? □ Yes □ No Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ No If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ No If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified: □ Traditional minority ☐ Traditional minority, but female □ Women (Caucasian females) ☐ Hispanic minorities □ DOT referral (Traditional minority) □ DOT referral (Caucasian female) ☐ Temporary certification □ SBA 8 (a) certification referral □ Other minorities (Native American, Asian, etc.) (If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

SHIPPING / RISK OF LOSS

FOB Destination. Destination is the shipping dock of the University of South Carolina's designated receiving site, or other location, as specified herein.

WARRANTY - STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

PREFERENCES – A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to instate vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES – RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals

to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES – RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must – at the time you submit your bid - have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor – at the time you submit your bid - must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

PREFERENCES – BID SCHEDULE

All preferences must be claimed by initialing in the space provided in the bid schedule. Preferences are applied by line item whether the award is to be made by line item or lot. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. If you qualify for a preference but do not request it, you are not entitled to receive preference applications per 11-35-1524.

SITE VISIT

A NON-MANDATORY site visit will be held at the following date, time and location. The University assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available at the site visits. Nor does the University assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date and Time: Friday, March 17, 2017, 9:30 AM Location: University of South Carolina

Williams Brice Nursing Room 133

1621 Greene Street Columbia, SC 29208

Deadline for Questions: Monday, March 20, 2017 11:00 AM

NOTE: A potential bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State.

QUESTIONS FROM OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than **Monday, March 20, 2017 @ 11:00AM**. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof would be prejudicial to other prospective offerors. The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including this solicitations, that unnecessarily or inappropriately limits full and open competition.

Information for Submitting Questions

Buyer: Leann Cudd

Solicitation: USC-RFQ-3106-LC

Title: Furnish, Deliver, and Install Fixed Audience Seating

E-mail Address: <u>cudd2@mailbox.sc.edu</u>

Fax Number: (803)777-2032

SCOPE OF WORK / SPECIFICATIONS

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

This solicitation is to provide labor and material for commencement staging and chairs including set up and take down as detailed below.

Part 1: General Specifications

1.1 Summary:

- A. Deliver and install approximately 64 fixed padded and upholstered chairs as specified, floor mounted, with self-lifting seat that rises to a uniform 3/4-safety fold position.
- B. All parts to be made in the U.S.A.
- C. Schedule: Must meet project schedule (furniture installation to be week of July 24-28, 2017).

1.2 Submittals:

- A. Product data for each chair model specified to include construction details, material descriptions and finish options
- B. LEED:
 - 1. Product data for MR Credit 4 documenting recycled content.
- C. Seating layout (shop drawings) developed from the contract drawings that show aisle widths, chair spacing for each row, row-lettering and chair-numbering scheme, chair dimensions and back pitch. Layout drawings to also include locations for accessories, including left- and right- hand tablet arms, electrical devices, accessibility provisions and attachments to other work.
- D. Samples for verification & finish selection to include:
 - 1. Initial finish selections to be made from manufacturer's standard color and fabric guides.
 - 2. Final powder coat selection to be approved from manufacturers standard-sized samples not less than $1'' \times 3''$.
 - 3. Final laminate selection to be approved from manufacturers standard-sized samples not less than 2" x 2".
 - 4. Final plastic color selection to be approved from manufacturers standard-sized samples not less than 2" x 3".
 - 5. Final upholstery fabric selection to be approved from fabric mills standard swatch size if available.
- E. Maintenance instructions and inspection guidelines furnished for each chair model specified.
- F. Manufacturer's standard warranty.

1.3 Quality Assurance:

A. Source Limitations:

- 1. Obtain each type of fixed seating required, including accessories and mounting components, from a single manufacturer.
- Obtain fabric of a single dye lot for each color and pattern of fabric required except when yardage requirement exceeds maximum dye lot. Multiple dye lots shall be color matched for quality assurance.
- B. Fire Performance Characteristics of Upholstered Seating:
 - 1. Fabric shall be Class 1 according to DOC CS 191 and 16 CFR 1610.61, tested according to California Technical Bulletin 117.
 - 2. Padding shall comply with California Technical Bulletin 117.
- C. Build sample chairs for each model required to demonstrate aesthetic effects and set quality standards for fabrication.

1.4 Project Conditions:

A. Environmental Limitations:

Do not deliver or install seating until spaces are enclosed and weather tight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary or permanent HVAC system is operating and maintaining ambient temperature and humidity at occupancy levels during the remainder of the construction period.

B. Field Measurements:

Take field measurements to verify or supplement dimensions indicated on contract drawings prior to manufacturing.

1.5 Project Coordination:

- A. Do not deliver or install seating until space is free of lifts and/or scaffolding used by other trades which may interfere with installation and/or damage seating.
- B. Coordinate layout and installation of electrical wiring and devices with electrical contractor to ensure that floor junction boxes for electrical devices are accurately located for final connection to the building's power supply by the electrical contractor.
- C. Coordinate layout and installation of seating with HVAC contractor to ensure that vents are located in a manner that will not interfere with seating installation.
- D. Coordinate concrete requirements needed for proper installation. Existing floor is sloped concrete.

1.6 Warranty:

A. Provide a manufacturer's warranty covering the material and workmanship for the specified warranty period from date of final acceptance.

B. Warranty Periods:

- 1. Structural Components: five years.
- 2. Operating Mechanisms: five years.
- 3. Plastic, Wood and Painted Components: five years.
- 4. Upholstery Fabric: one year.
- 5. Electrical Components: one year.

Part 2: Products

2.1 Materials and Finishes:

- A. Steel shall meet requirements for ASTM A 36/A 36M plates, shapes, and bars; ASTM A 513 mechanical tubing; ASTM A 1008/A 1008M cold-rolled sheet; and ASTM A 1011 hot-rolled sheet and strip.
- B. Cast Iron shall meet requirements for ASTM A 48/A 48M, Class 25, gray iron castings free of blow holes and hot checks with parting lines ground smooth.
- C. Cast Aluminum shall meet requirements for ASTM B 85 aluminum-alloy die castings.
- D. All exposed metal parts shall be powder coated with a hybrid thermosetting powder coat finish. The powder coat finish shall be applied by electrostatic means to a thickness of 2 5 mils, and shall provide a durable coating having a 2H Pencil hardness. Prior to powder coating, metal parts shall be treated with a three-stage non-acidic, bonderizing process for superior finish adhesion, and after coating shall be oven baked to cause proper flow of the epoxy powder to result in a smooth, durable finish. Manufacturer's standard color range shall be used.
- E. Medium-density fiberboard shall meet requirements for ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
- F. Concealed plywood shall meet requirements for HPVA HP-1 hardwood plywood.
- G. Plastic laminate shall meet requirements of NEMA LC 3, Grade VGS for vertical surfaces and Grade HGS for horizontal surfaces. Color and pattern to be chosen from the manufacturer's standard offering.
- H. Upholstery fabric shall be:

<u>Seat Back:</u> Manufacturer: Momentum; Pattern: Prospect; Color: Mist; Content: 50% Post Industrial Solution Dyed Recycled Nylon, 50% Solution Dyed Nylon; Backing: Nylon Flame Resistance: CA Bulletin 117 2013; Durability: 500,000 D.R.; Maintenance: WS-Bleach Cleanable (4:1); Application: Upholstery Seating – 54"

<u>Seat Pan:</u> Manufacturer: Mayer Fabrics; Pattern: Slick; Color: Java; Number: SL-010; Content: 100% Vinyl with Urethane Topcoat Backing: 100% Polyester Ultra Hi-Loft; Flame Resistance: Passes CA Bulletin 117 2013; Durability: Exceeds 1,000,000 D.R.; Maintenance: PERMABLOK cleaning (see Mayer website)-Bleach Cleanable; Application: Seating Width: 54"

- I. Upholstery padding shall be molded or slab polyurethane foam.
- J. Molded Plastics:
 - 1. Structural components shall be mar and dent resistant high density glass-filled polypropylene with UV stabilizers.
 - 2. Decorative components shall be mar and dent resistant high density polyethylene (HDPE) with UV stabilizers.
 - 3. Plastic components shall be chosen from manufacturer's standard offering.

2.2 Fixed Audience Seating:

- A. Permanent arrangement of fixed audience seating as shown on seating layout drawings (see attached sketch).
 - 1. Approved manufacturers subject to compliance with requirements outlined herein.
 - 2. Basis-of-design for fixed audience seating is Irwin Seating Company model 90.12.10.4 Citation or comparable product by one of the following:
 - a. Irwin Seating Company
 - b. American Seating
 - c. KI Incorporated
- B. Chair support columns shall be a formed 14 gauge (.0747") steel tube with an integral back wing plate. Column shall exhibit a 10½ rearward incline to help conceal back attachment hardware. Brackets for seat attachment shall be 7-gauge (.1875") steel for superior strength, formed with an integral support buttress. Floor attachment foot shall be formed from 12 gauge (.105) steel to 7-1/2" x 2-5/8" in size. All steel components shall be robotic welded for precise assembly and exceptional integrity. Foot-to-column welds are to be concealed on the inside of the foot for a clean appearance. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.
- C. Aisle end panels shall be open end support column.
- D. Backs shall be rectangular shaped, padded and upholstered on their face, with a one-piece injection molded polymer rear panel. The foundation of the back component shall be provided by a 7/16" thick, 5-ply hardwood inner panel that shall also serve as the upholstery substrate. The face of the back shall be upholstered over a 2" thick polyurethane foam pad. The polyfoam pad shall be securely cemented to the plywood inner panel and upholstered witha 1-piece cover securely fastened to the hardwood inner panel by means of upholstery staples to facilitate ease of re-upholstering. The rear designer panel shall be injection molded HDPE plastic,

facilitate ease of re-upholstering. The rear designer panel shall be injection molded HDPE plastic, high impact-resistant, with textured outer surface, formed to enclose the edges of the inner upholstery panel at the top and both sides of the back, and shall be not less than 25" in length, extending down to the rear of the seat. There shall be no exposed screws above the armrests. Wings used for the attachment of the complete back assembly to the standards shall be not less than 14 gauge (.0747") steel. Wings shall be firmly secured to the inner panel through the use of threaded t-nuts fastened to the inner panel. Assembled chair shall have a nominal back height of 34". The back assembly shall be certified through routine ISO testing to withstand a 250 lb. static load test applied approximately 16" above the seat assembly and a 100,000 cycle 40 lb. swing

impact test.

- E. Seats shall be padded and upholstered on their top surface with a structural, injection molded polypropylene seat foundation. Seats shall self-rise to a uniform position when unoccupied. The mechanism shall be certified through routine ISO testing to exceed 300,000 cycles during ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism. In addition, the seat shall withstand as a 600 lb. static load test applied approximately 3" from the front edge of the seat assembly and a 50,000 cycles 125 lb. vertical drop impacttest.
 - Seat foundation shall be engineered glass-filled, injection molded polypropylene, strengthened
 by deep internal ribs and gussets, completely enclosing the self-rising hinge mechanism.
 Bottom surface of the foundation shall be textured and feature an attractive molded recess.
 Bolted attachment of the seat assembly to the chair standard shall be concealed by an integral
 color-coordinated plastic cap to present a finished, refined appearance.
 - 2. When unoccupied, the seat shall rise automatically to a 3/4 safety fold position, and upon a slight rearward pressure, shall achieve full-fold, allowing the patron additional passing room. The seat shall rotate on two, molded acetal shafts supported by nylon bearings with integral down-stops for exceptional strength. Seat-lift shall be accomplished by compression springs and self-lubricating plastic cams.
 - 3. The base structure for the cushion assembly shall be five serpentine springs locked to an engineered, glass-filled polypropylene frame. Serpentine springs are covered with 3-1/2" thick molded polyurethane foam. Cushion is molded with an integral chafing barrier to protect the foam from the serpentine springs and a waterfall leading edge. Cushion assembly is upholstered with a carefully tailored fabric cover secured around the perimeter of the cushion frame by means of a drawstring and staples and securely locked to the seat foundation, preventing unauthorized removal; but facilitating convenient access by trained maintenance personnel.
- F. Chair width shall vary to accommodate sightlines and row lengths. Seat widths to be no less than 19".
- G. Back height and pitch shall be fixed as shown on seating layout drawings.
- H. Tablet arm equipped standards shall be provided with an assembly, which provides a folding writing tablet to the chair as designated on the contract drawings The main support structure for the assemble shall be a 16 gauge (.065") laser-cut steel tube with a glass-filled polypropylene housing and attached to the support column with an integral ribbed post that binding into the steel support column and locked in place with tamper resistant hardware. The hinge mechanism for the writing tablet shall be molded glass-filled nylon capable of supporting 200 lbs. and flex under load without permanent deflection. The mechanism for the tablet shall all for approximately 5" of horizontal movement when placed in the in-use position and provide a one-motion, anti-panic folding action. Tablets store directly below the armrest assembly for convenient access. Writing tablets to be 151 square inches construction from 5/8" 11-ply hardwood plywood surfaced on both sides with high pressure plastic laminate and a lacquered edge to match the dominant color of the laminate. Tablet arm assembly is capped with a blown–mold plastic armrest attached with concealed hardware (standard blackcolor).
- I. Row-lettering and chair-numbering shall be provided for identification of all chairs as shown on approved seating layout drawings. Number plates shall be 5/8" x 1-5/8" aluminum with a bronze finish and black sans serif numerals. The seat pans shall be recessed at the center of the front edge for the number plates, and attached by two (2) pop rivets. Letter plates shall be 5/8" x 1-5/8" with an aluminum finish and black sans serif numerals attached in recess of aisle standard armrest by two (2) escutcheon pins. Attaching hardware shall have a finish compatible to plates.

K. Accessible Seating:

1. Shall be designated on the seating layout drawings and designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard shall be equipped with an armrest capable of lifting to a position parallel with the support column, opening sideways access to the seat. Aisle standards so equipped shall be provided with a label, displaying an easily recognizable "handicapped" symbol. Decorative requirements of aisle standards are waived for the handicapped access standards.

2.3 Fabrication:

- A. Manufacture fabric-covered cushions with molded padding beneath fabric and with fabric covering free of welts, creases, stretch lines, and wrinkles. For each upholstered component, install pile and pattern run in a consistent direction.
- B. Fabricate floor attachment plates to conform to floor slope, if any, so that standards are plumb and chairs are maintained at same angular relationship to vertical throughout project.

Part 3: Execution

3.1 Examination

- A. Prior to layout and installation examine floors, risers, and other adjacent work and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the work including, but not limited to, plumb of riser faces and concrete conditions.
- B. Examine locations of electrical connections.
- C. Examine locations of HVAC supply ducts.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 Installation

- A. Install seating in locations indicated and fastened securely to substrates according to manufacturer's written installation instructions.
- B. Use installation methods and fasteners that produce fixed audience seating assemblies with individual chairs capable of supporting an evenly distributed 600-lb static load applied 3" from front edge of the seat without failure or other conditions that might impair the chair's usefulness.
- C. Install seating with chair end standards aligned from first to last row and with backs and seats varied in width and spacing to optimize sightlines.
- D. Install seating so moving components operate smoothly and quietly.

3.3 Field Quality Control

- A. Perform tests and inspections.
- B. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Adjust chair backs so that they are properly aligned with each other.
- B. Adjust self-rising seat mechanisms so seats in each row are aligned when in upright position.
- C. Verify that all components and devices are operating properly.
- D. Repair minor abrasions and imperfections in finishes with coating that matchesfactory-applied finish.
- E. Replace upholstery fabric damaged during installation.

BID SCHEDULE

Item	Quantity	Unit of Measure	Description	Price
1	1	Job	Furnish, Deliver, and Install Fixed Audience Seating	\$

Resident Contractor Preference	
Resident Subcontractor Preference (2%)	Number of Subcontractors
Resident Subcontractor Preference (4%)	Number of Subcontractors

Note: The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]. Please refer to the preference clauses listed in the Terms and Conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for subcontractor preferences requested above:

- 1) Identify the subcontractor to perform the work.
- 2) Identify the work the subcontractor is to perform.
- 3) Include the Bidder's factual basis for concluding that the subcontractor's work will constitute the required percentage of the work to be performed in the procurement.

