



18639- 80TH Ave S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ www.kcda.org

**INVITATION FOR BID
Auditorium Seating Equipment And Supplies
Bid #21-373**

Due June 10th, 2021 On or before 2:00 p.m., PST

King County Directors' Association (KCDA) is a purchasing cooperative owned by the school districts of Washington State and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to, public school districts, private schools, municipalities, political subdivisions and other public agencies primarily located in Washington, Oregon, Idaho, Alaska, and Montana.

The KCDA Purchasing Cooperation (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer Auditorium Seating to its member agencies.

Total estimated value of this contract is approximately **\$80,000.00 to \$160,000.00** annually.

Each response is to be filed in a separate envelope and marked with the appropriate IFB name, number, day and time of opening. All bids must be at KCDA's office on or before the time shown above or they will not be accepted nor considered. Responses sent via email, faxed, or "postage due" will not be accepted. Responses sent via Federal Express, Express Mail or other overnight delivery services must be sent to: KCDA, 18639 80th Ave S, Kent WA 98064-5550 and clearly marked with the IFB number and description, Attn: Purchasing Department.

ATTN: Purchasing

IFB #21-373 Auditorium Seating Equipment And Supplies

KCDA

18639 – 80th Ave S

Kent, WA 98064-5550

The vendor has full responsibility to ensure the proposal arrives to the Purchasing Office by the due date and time. KCDA assumes no responsibility for delays caused by the U.S. Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned unopened to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of KCDA. All questions pertaining to this bid shall be entered in the "Questions" section of Public Purchase. No emails or phone inquiries will be accepted.

Electronic copies of this IFB are available via KCDA's website @ www.kdca.org. Click on Bid Information / Vendor Bids or, contact **Anita Plater @ (425) 251-8115 X 131** if you have trouble opening the document.

Anita Plater, Contract & Procurement Specialist

aplater@kcda.org

(425)251-8115 X 131

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**KING COUNTY DIRECTORS ASSOCIATION
INVITATION FOR BIDS**

NOTE: THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS WHEN USING PUBLIC PURCHASE

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I. INTRODUCTION

A. KCDA MEMBERSHIP

KCDA is a purchasing cooperative owned by 294 public school districts in the state of Washington and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to public school districts, private schools, municipalities, political subdivisions and other public agencies located in but not limited to Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$100 million worth of products, equipment and services on behalf of the membership.

A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site www.kcda.org.

Restrictions of merchandise or services to any locale of KCDA membership must be clearly noted in a bid response.

B. INTERPRETATION OF BID DOCUMENTS

Any person contemplating submitting a bid for the proposed contract that is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from the bid documents, shall submit to KCDA a written request for an interpretation or correction thereof. Such request shall be submitted and received not later than 10 days prior to the date specified for receipt of bid responses. Any interpretation or correction of the bid documents will be made in writing by

addendum duly issued to all bidders. KCDA will not be responsible for any other explanation or interpretation of the bid documents.

C. EXCEPTIONS

Any exceptions to the terms and provisions of this invitation for bids shall be made by signed and dated attachment to the bid response. Do not add to, delete from, or amend in any manner the bid form. Exceptions pertaining to payment or delivery terms must be noted within Attachment B. All noted exceptions are subject to approval and acceptance by KCDA.

D. CONTRACT DEFAULT

Your bid is subject to all terms and conditions as herein established in this bid request form and include price, quality and delivery. Subsequent failure to provide items bid in accordance to the purchase order and bid delivery schedule will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs to procure and distribute replacement product will be charged to the bidder.

E. BIDDER RESPONSIBILITY

All bidders shall thoroughly examine and be familiar with the bid documents including all exhibits and attachments. The failure or omission of a bidder to receive or examine any form, instruments, addendum, or other document shall in no way relieve any bidder from obligations with respect to your bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

F. BIDDER FINANCIAL RESPONSIBILITY

KCDA has the right to request financial information from any bidder to evaluate the bidder's ability to meet the terms and conditions of any and all contracts that may be established by acceptance of the offer contained in the bid. Additional confirmation from the bidder's supplier(s) that the delivery terms of the contract will be met may be required. KCDA reserves the right to reject any or all bids and/or bidders unable to prove they are financially able to provide the quantity of merchandise they have offered in response to this bid invitation.

G. MINORITY AND WOMEN OWNED BUSINESSES

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

II. GENERAL PROVISIONS

A. BID OPENING

All bids submitted for supplies and/or services will be opened in public at the time, date and place, and in the manner herein specified, and all bidders are invited to be present at the opening of such bids. A final recap will be available from KCDA after bid awards are made. Under no circumstances will a bid be considered if filed after the hour specified in the invitation for bids. To be considered for award, a bid response must be submitted according to the instructions and prior to the date and time indicated within. The times listed in any referenced schedule are Pacific Standard Time.

KCDA will not accept bids that are sent via fax or email.

The KCDA address is:

King County Director's Association
Purchasing Department
18639 80th Ave S
Kent, WA 98032

B. MODIFICATIONS/WITHDRAWAL OF BID

Bids may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. Bids may also be modified or withdrawn in person by an authorized representative, who must sign a receipt for this action. Returned and/or unsubmitted bids shall become the responsibility of the bidder. Bids that are not resubmitted on or before the exact time of the opening may not be considered for award.

C. QUALITY STANDARDS

Whenever an item in this invitation for bid is described using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality shall be considered, except where otherwise stated, provided the bidder specifies the brand, model and number on which their bid is submitted and submits samples, specifications and other information necessary to properly evaluate the bid. Any bid containing a brand which is not of equal quality at the sole discretion of KCDA, shall not be considered. KCDA will accept bids on new product only. Merchandise that has been refurbished or has been in storage for a long period of time is unacceptable.

D. REJECTION OF ANY OR ALL RESPONSES

KCDA reserves the right to accept or reject any or all bids and to waive informalities or irregularities in any bid or in the bidding process.

E. BINDING CONTRACT

It is understood that the offer represented by a bidder and an award made by the KCDA Board of Directors to the successful bidder, forms a binding contract. KCDA, under certain circumstances, will allow the assignment of contracts; however, no assignment can occur to another entity without written agreement from KCDA.

F. ESTIMATED QUANTITIES

Quantities, if shown on the bid forms, are estimated requirements of the members for whom KCDA acts as purchasing department based on historical ordering information. Such quantities represent the total quantity the cooperative anticipates purchasing over the life of the contract period. KCDA reserves the right to order more or less than the quantities stated in the bid. Any minimum order requirements or ordering restrictions should be so indicated as part of the bid response and will be subject to bid evaluation. Quantities ordered are based on actual requirements and the successful bidder will fulfill that requirement regardless of the manufacturer's policies regarding order completion.

G. CONTRACT PERIOD

Following an award, a contract would be issued as an annual contract from the date of KCDA Board acceptance, or as noted under Special Provisions. After the initial period, there is a possibility of three (3) renewals for the duration of one (1) year each. Pricing is firm for the first/initial period.

H. ORDERING SCHEDULE

Based upon accepted minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders once a contract has been established by the KCDA Board of Directors. KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any accepted minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the KCDA and its members.

I. EXTENDED CONTRACT PERIOD

By mutual written agreement of KCDA Board of Directors and the successful bidder, the initial contract period may be extended for additional periods, not to exceed extensions of 3 years total beyond the initial contract. Such extensions shall be at the awarded price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples, **if requested by KCDA**, for a bid response to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032 **when requested**. All requested samples must be labeled with the bid number, KCDA's item number (as applicable) and bidder's name, and be submitted no later than seven (7) working days after request.

DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.

K. DISPOSAL OF SAMPLES

Bid samples not picked up within 30 days after the bid award date shall become the property of the King County Directors' Association and shall be disposed of by distribution to the member school districts or by donation as deemed appropriate by KCDA.

L. KCDA NON DISCRIMINATION STATEMENT

Bidders who desire to provide KCDA with equipment, supplies and/or professional services must comply with the following Non Discrimination requirements. During the performance of this contract, the Bidder agrees as follows:

Bidder will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

Any Bidder who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving bid awards or any purchase orders from KCDA.

M. INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

N. PATENT INDEMNIFICATION

By accepting this order, Bidder agrees to save and hold harmless KCDA, its successors, assigns, customers and the users of its products from any liability, loss, damage, judgments, or awards, including costs and expenses arising out of any actions, claims, or proceedings for infringement of (a) any United States Letters Patent purporting to cover the material to be delivered to Buyer under this order, or its normal intended use and (b) any trademarks appearing with the material on delivery to KCDA; and further, Bidder agrees to defend KCDA, its successors, assigns, customers and the users of its products at Bidder's expense in all such actions, claims, or proceedings, provided that KCDA shall give Bidder prompt notice in writing of all such actions, claims, and proceedings, as well as notice of infringement and threats of suit for infringement.

O. SAFETY REQUIREMENTS

All items furnished under this bid, where applicable, must comply with all OSHA, WISHA, UL Approval, including but not limited to chapter 296-46B of the Washington Administrative Code and any other safety requirements imposed by KCDA, State or Federal agencies. Bidder further agrees to indemnify and hold KCDA harmless from all damages assessed against KCDA as a result of Bidder's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

P. RISK OF LOSS

Regardless of F.O.B. point, Bidder agrees to handle all claims and bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction shall not release Bidder from any obligation hereunder.

Q. REJECTION

All goods or materials purchased herein are subject to approval by KCDA or the KCDA member. Any rejection of goods or materials resulting from non-conformity to the terms, conditions and specifications of an order, whether held by KCDA, KCDA member, or returned will be at Bidder's risk and expense.

R. SHIPMENT IDENTIFICATION

All invoices, packing lists, packages, shipping notices, instructions, correspondence and all other written documents affecting any KCDA order shall contain the applicable purchase order number. A packing list must be provided with every shipment being made to KCDA indicating all the products shipped and back ordered; also, every carton shipped pursuant to this order must be marked with the contents therein.

S. NO BID RESPONSE

If no offer is to be submitted at this time, do not return this bid. A letter should be forwarded to KCDA advising whether future bids of this type are desired. Failure of the recipient to notify KCDA of your intentions may result in removal of your name from the bidder's list.

T. BID AWARDS

Following evaluation, bids recommended for award will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements (if accepted), to make multiple awards, or to reject any and all bids or portions thereof, to waive any minor irregularities in the bid process, or to make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

U. TERMINATION

Termination for Convenience: KCDA may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Vendor. Termination charges shall not apply unless both parties subsequently agree upon them. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Vendor prior to date of termination. KCDA will not be responsible for stock that the Vendor has on hand that has not been requested via a purchase order. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

V. RECIPROCITY

Where allowed by law, KCDA may review responses from bidders outside the State of Washington to see if those bidders are from states that use restrictions against companies from the State of Washington when they respond to public bids. KCDA may use this information in making bid awards when multiple bidders appear to have submitted the same pricing, terms and conditions on a particular bid item or items.

W. FORCE MAJUERE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force

majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

III. PREPARATION OF BID

A. SUBMITTAL OF BID RESPONSE

Submission of a response as designated in the bid instructions signifies that bidder will be bound to the terms and conditions of this bid unless an exception is made part of the submission and accepted by KCDA.

Bidder must submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, included as Attachment A. Bids received without this form may be considered non-responsive.

B. SIGNATURE

Bid responses are required to include the firm name, address, telephone number, contact name and authorized signature, signed in longhand by the person duly authorized to sign bid documents identified in the solicitation. Every attempt will be made to answer all questions. Where a response or addendum cannot be obtained prior to the bid opening, it is understood that the Bidder will assume the more stringent of requirements.

C. QUESTIONS/ADDENDUMS

All questions must be submitted in writing to the KCDA Purchasing Agent.

D. F.O.B. SHIPMENTS

Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount percentages, quoted NET, F.O.B. THE DELIVERY POINT specified in this bid, including the unloading of the merchandise. KCDA typically redistributes products to its members unless designated or requested as a direct ship method. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damage incurred due to insufficient packaging will be the responsibility of the supplier.

No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

E. PRODUCT IDENTIFICATION

All bid responses must confirm the manufacturer number, brand name or grade specified in the bid invitation and such identification shall be binding on the bidder. Bidders must insert the manufacturer number, brand name, grade and any other information necessary to clearly and properly describe and identify the articles they propose to furnish. If necessary attach additional documentation for this purpose. Alternates should be noted as an "alternate item" and properly identified with brand, manufacturer number, etc. The bidder is not to alter the grade, brand, manufacturer number or description as given in the bid invitation. Questions on how to properly submit an alternate item must be directed to the named Purchasing Agent responsible for this bid.

F. QUANTITY PER UNIT OF MEASURE

Where applicable, if the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the bid response. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure as specified in the bid invitation and such interpretation shall be binding on the bidder. If the bidder provides a unit of measure different from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

G. ALTERNATE SPECIFICATIONS

An alternate specification is where the bidder is offering a product or service significantly different than outlined in the bid request, and typically applies to items listed as "No Substitute".

For alternate specifications to be considered, a request must be submitted to KCDA 15 working days prior to the bid opening. If accepted by KCDA, a clarification will be issued to all bidders on a bid addendum. Alternate specifications may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and the member agencies.

H. ERRORS/CORRECTIONS

Any erasures, interlineations or other correction in the bid must be initialed by the person(s) signing the bid. Corrections must be provided within the terms of the vendor response and accepted by KCDA.

I. INVOICING

It is understood that invoices issued by the manufacturer/dealer will reflect the shipping date of materials. It is also understood that actual delivery and install or training at the end user location may be delayed from the date of shipment. Subsequently, payment will be made after satisfactory delivery and acceptance by the end user of any quantity of merchandise shipped and/or installed. Advance discussion regarding payment terms on specific projects are recommended where this may occur. Where KCDA participates in the invoicing process, KCDA reserves the right to withhold payment to a vendor on a project until such time payment from the customer has been received.

Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Payments will be made on original invoicing only.

J. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages when comparing bids in all cases where it is deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days. If the terms portion of the bid is left blank then terms will be assumed to be Net-30 days. Please do not enter terms as 100% as this means the merchandise bid is free.

KCDA is required, by law, to process invoice payments through the King County Treasurer. Payment warrants can be issued weekly. The first day for start of terms shall begin with acceptance of delivery or installation by the end user or receipt of invoice, whichever is later. Invoices with discounts between 15

and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

K. WASHINGTON STATE SALES TAX

Washington State sales taxes are not to be included in any items as part of the bid response, but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation tax must be included in your bid price. The only taxes KCDA will pay upon invoice are the Washington State Sales tax.

IV. PRODUCT ACCEPTANCE

A. GENERAL POLICY

The Purchasing Department shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the bid and the approved samples submitted by the bidder. The bidder must replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at his own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Purchasing Department reserves the right to purchase same on the open market or of declaring the contract void. Any additional costs incurred to procure and distribute replacement product will be charged to the bidder.

V. BID PROTESTS

A. Who may protest

Only actual or potential bidders with a direct economic interest in the outcome may file a bid protest.

B. What can be protested

Acceptance or rejection of a bid proposal, award or proposed award of a bid, allegedly restrictive specifications, omission of a required provision, ambiguous or indefinite evaluation factors are all factors that can be protested.

C. How to file a protest

Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager.

Protests should include the following information:

- 1) Include the name, street address, email address, telephone and fax numbers of the protestor or their representative.
- 2) Be signed by the protestor or its representative.
- 3) Identify the solicitation or bid contract number.
- 4) Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- 5) Set forth all information establishing that the protestor is an interested party for the purpose of filing a protest.
- 6) Set forth all information establishing the timeliness of the protest.
- 7) Specifically request a ruling by the KCDA purchasing manager.
- 8) State the form of relief requested.

Appeals of protest ruling must be made in the following order: 1) KCDA Purchasing Manager, 2) KCDA Executive Director 3) KCDA Board of Directors.

D. When to protest

Protests alleging improprieties in a solicitation must be filed before the bid opening time and date if the improprieties were apparent prior to that time. A solicitation defect that was not apparent before that time must be protested not later than 2 business days after the defect became apparent.

E. Where to file a protest

Protests must be sent to:
KCDA Purchasing Cooperative
PO Box 5550
Kent, WA 98064-5550

F. After a protest is filed

Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors may be contacted for a meeting to review the protest. Within 10 days KCDA will make a decision as to the merits of the protest and notify the protestor of the decision and any remedies in the matter.

VI. PRODUCT TOXICITY REPORTS

A. HAZARDOUS CHEMICAL COMMUNICATION

In order to comply with WAC 296 62 054, Hazard Communication, all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user, must submit a Material Safety Data Sheet (MSDS) on the State of Washington form as provided by law with the bid. Please list any web site address where an MSDS can be obtained.

Any hazardous material tax must be included in the price of the product bid. KCDA will not be held responsible for any additional taxes (other than Washington State Sales Tax) and will not pay them if noted as a separate line item on invoices.

VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

ATTACHMENT B – Terms by Manufacturer

ATTACHMENT C - Special Provisions



INVITATION FOR BIDS
#21-373 Auditorium Seating, Equipment and Supplies

Attachment A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: _____

Title: _____

Firm: _____

Address: _____

City, State, Zip: _____

Date: _____

Email: _____

Note: Electronic acceptance of these terms and conditions signifies compliance with above statement. (Line item Whse bids)



ATTACHMENT B
Bid #21-373 Auditorium Seating, Equipment And Supplies
 Terms By Manufacturer
Bid Due Date: June 10, 2021 On or Before
2:00 PM PST

Bidder Name:		Address:			
Phone:	Fax:	City, State, Zip:			
STANDARD BIDDER LEAD TIME FOB DESTINATION:					
TERMS BY MANUFACTURER: Please provide the minimum order required per manufacturer and lead times.			SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.		
Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	FOB - Freight FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Ex: ABC Company Inc	\$1,000	4-6 Weeks	25%	2016 List Price Sheet	Destination

 Authorized Agents Signature

 Date

 Bid Number

 Name of Firm

INVITATION FOR BID

AUDITORIUM SEATING EQUIPMENT AND SUPPLIES Bid #21-373

ATTACHMENT C – Special Provisions

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE STANDARD TERMS AND CONDITIONS

A. SOLICITATION OBJECTIVES

KCDA is seeking manufacturers, providers or dealers/distributors to provide current and emerging Auditorium Seating equipment and supplies to its members.

Total approximate value of spend for this contract is between \$80,000.00 and \$160,000.00. However, KCDA does not guarantee any minimum or maximum value or number of orders.

It is KCDA's intent to establish an annual multi-state contract with the potential of up to three (3) one-year extensions if mutually agreed between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's sales representative authorized to provide KCDA Auditorium Seating equipment and supplies in Washington, with the preferred ability to service surrounding member states (ex: Oregon, Idaho, Montana, Alaska).

Contracts established by KCDA are available for use by all public schools, colleges, universities, cities, counties and other government agencies throughout the nation. Participation in KCDA is not required of any governmental agency; however, participation does provide the legally required competition for contracts for commonly purchased products and services, thereby saving the entity the time and expense of a required competitive process. As allowed by specific state statutes, members can issue purchase orders for any amount without the necessity to prepare their own IFB or gather necessary quotations.

Bidders must be an authorized manufacturer, sales representative or service dealer having a local sales, service and install presence in Washington State. The Bidder must also include a list identifying the states within which they are authorized to sell, service and install. If a portion of a state is serviced, bidder must specifically list the portion which is serviced. Bidder can list by county, region or territory. Bidder must provide the list as a separate document when submitting a response. The bidder may propose different pricing and rates for different installation areas as necessary to accommodate applicable wage rates and costs. Bidders must have a local sales presence that either reside or can be contacted within the additional states named to enable KCDA members to have onsite consultation, needs assessment, installation, integration and training.

It is the intent of KCDA to award a contract, whereas KCDA member agencies are provided a variety of auditorium seating, related products and accessories to meet their various needs.

The types of services and products may include, but are not limited to Auditorium Seating Equipment and Supplies.

By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of Auditorium Seating Equipment and Supplies at discounted pricing.

KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.
- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members' expectations.
- Provide quick and efficient delivery of goods and services by contracting with "high performance and quality" vendors who understand our members' needs.

B. TIMELINE

April 26 th , 2021 & May 3 rd , 2021	Advertised on DJC Seattle, Oregon
June 10 th , 2021	Bids due no later than 2:00 P.M. PST
July 8 th , 2021	Award recommendation
July 15 th , 2021	Board Approval
August 1 st , 2021	Contract Start Date

C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington state per the drawings and specifications provided in this solicitation. KCDA requests pricing for its members in Oregon, Idaho, Montana and Alaska as well. Bidder is requested to submit either 1) separate price pages for each state being bid or 2) provide a pricing matrix that shows a price factor to be applied to the Washington state pricing in order to calculate the pricing for other states. Pricing must be provided in hard copy and must be available in excel on flash drive or CD.

Online submission of bid through Public Purchase is NOT accepted.

- Submit sealed bids in 3-ring binder with an inside pocket and a set of dividers. Submit one (1) bound and signed copy of the bid plus one (1) electronic copy on CD or flash drive.
- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations or exceptions stipulated in a bidder response, and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.
- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website (www.kcda.org) under Bid Information. Addendums will not be mailed or e-mailed. It is bidder's responsibility to check for issuance of any Addendums prior to submitting a bid. **All Addendums must be signed and returned with the bid document or the**

bid will be considered non-responsive. All documents with signatures shall have original ink signatures. Electronic copies shall be scanned with original signatures.

D. BID FORMAT

1. Preparation of the Bid Response

- a. The IFB# 21-373 is published in one PDF document on the KCDA Website, it is also published on the Public Purchase Website with all required documents and forms posted separately.
 - **Cover Page** indicates the Due date and where to send Bid documents to
 - **Attachment A** contains the Debarment Statement (**signature required**)
 - **Attachment B**, includes Terms by Manufacturer (**signature required**)
 - **Attachment C** Special Provisions that take precedence; (**signature required**)
 - **Attachment D** Manufacture Product Price List (**completion required**)
 - **Attachment E2** Service Price Schedule (**completion required**)
 - **Attachment X** Deviations and Miscellaneous Fees (**required if necessary**)
 - **Company Profile** (**signature required**)
 - **Responsible Bidder Form** (**signature required**)
 - **Certification of Compliance** (**signature required**)
 - **Exhibit A – Auditorium Seating Specification**
- b. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the KCDA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Response

Bidders shall provide bids in a 3-ring binder using standard size paper, clearly identified with the company name and the name of the IFB being responded to on the outside front cover and vertical spine. Clearly identified tabs must be used to separate the bid into sections, as identified below. Responses should be direct, concise, complete and unambiguous. Bidders failing to organize bids in the manner requested risk being considered non-responsive if bids are not easily read and understood. Awards will be made more efficiently and timely by following the required format.

Tab 1 - Company Profile/Information

- Responses should include a brief introduction informing KCDA of the qualifications and experience of the Bidder, along with a brief company history.
- Reference requirements: (3). Projects should be of similar size and complexity, preference given for government contracts.

Tab 2 - Response Forms

- Debarment Statement-Attachment A
- Certification of Compliance with Wage Payment Statues
- Terms by Manufacturer-Attachment B (option: bidder may include this information in their own format as part of the pricing pages)
- Attachment C – Special Provisions
- Deviations and Miscellaneous Fees – Attachment D
- Responsible Bidder

Tab 3 - Pricing Pages

- Price sheets supplied in IFB.
- A listing of products or services which are not listed on the price list which Bidder can provide and may be considered as a value add for KCDA member agencies.

Tab 4 - Product Line Brochures and Literature

Tab 5 - Marketing Plan:

- List shows, conferences, show examples of flyers or describe how bidder will market the KCDA Auditorium Seating, Equipment and Supplies.

Tab 6 – Authorized Dealers/Vendor Partners

- Provide letters from each manufacturer stating authorization to deal.
- List all dealers/vendor partners authorized to utilize this contract through the vendor.

Tab 7- Addendums

E. VENDOR RESPONSIBILITIES

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendors local sales representatives to market within each state.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) “touch base” meetings at KCDA per year. One of those meetings may be participating in the KCDA Vendor Fair.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

F. EQUIPMENT & RELATED PRODUCTS

1. New Auditorium Seating Equipment and Supplies: All New Auditorium Seating Equipment and Supplies provided under this contract must be new. New Auditorium Seating Equipment and Supplies which have not been used previously and are being actively marketed by the manufacturers’ authorized dealers.

All branded Auditorium Seating Equipment and Supplies, spare parts, software, and ancillary equipment supplied under this contract must conform to manufacturer specifications and shall be of

new manufacture and in current standard production. The awarded vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

See the Attachment D Manufacture Product and Pricing List for specifications for the product details.

2. Auditorium Seating Equipment and Supplies Installation/Removal
 - a. The installation and/or removal of contract Auditorium Seating Equipment and Supplies shall be performed in a professional manner. The member's premises and equipment shall be left in a clean condition. The awarded vendor may be required to repair all damage and/or provide full compensation for damage to the member agencies premises and equipment that occurred during installation/removal.
 - b. Personnel in charge of the installation must be available to coordinate installation with member agency's internal staff. Qualified service support and technical personnel will be required to provide all necessary maintenance and repair. Installation dates and installation schedule must be approved by member agency.
 - c. Installation crews may be working around students, teachers and general staff. Installation may require off hour and weekend work in order to accommodate and complete the project in the timeline required by the member agency. The member agency will try to accommodate access for installation during school/business hours; however, any plan that displaces staff, students or personnel will most likely create disruption to the ordinary daily schedule. After hours and weekend installations are preferred and will be so identified in the proposal to the member agency.
 - d. Project Manager for the awarded vendor shall verify proper installation at multiple and various times throughout the duration of the installation.
 - e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
 - f. Installment requirements (electrical certifications, plumbing certifications, licenses, permits etc.).

2. Auditorium Seating Equipment and Supplies newly Installed Equipment or Related Product Problems
Member agency will evaluate the performance of newly installed Auditorium Seating Equipment and Supplies for a 15-day period after installation. If the performance is unsatisfactory, the member agency will immediately contact the awarded vendor to pursue corrective action and resolution of the problem. Resolution of performance problems may result in:
 - Repair or other action to correct the problem including training or modifications made to member's satisfaction
 - The replacement of the Auditorium Seating Equipment and Supplies with another Auditorium Seating Equipment and Supplies of the same brand and model, at no additional cost (including delivery and installation) to the member agency, or -
 - Return of the Auditorium Seating Equipment and Supplies with cancellation of the order at no charge to the member agency.

4. Auditorium Seating Equipment and Supplies Inspection/Testing/Acceptance
 - a. Inspections, tests, measurements, or other acts or functions performed by the member agency shall in no manner be construed as relieving the awarded vendor from full compliance with contract requirements. At a minimum, an installed piece must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

5. Auditorium Seating Equipment and Supplies Maintenance, Repair and Service

- a. Maintenance, repair and service related to the operation of Auditorium Seating Equipment and Supplies must be provided to member agency.
 - b. Excessive Service and Downtime: Auditorium Seating Equipment and Supplies including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all Auditorium Seating Equipment and Supplies will be operational at least 98% of normal business hours. Auditorium Seating Equipment and Supplies that develop a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants and a corrective action and resolution will be made in a manner that is best for the member agency.
 - c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member agency.
 - d. Awarded vendor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to member agencies acceptance of the contracted Auditorium Seating Equipment and Supplies.
6. Auditorium Seating Equipment and Supplies Relocation/Transfer
- a. Member agencies shall be afforded the option to relocate/transfer contract Auditorium Seating Equipment and Supplies from one member location to another member location as deemed necessary with no change to agreement or maintenance plans. If self-moves are an option, the awarded vendor must be notified prior to relocating or transferring. The member agency will be responsible for repairs required for damage that occurred during self-moves.
 - b. Alternately member agencies may elect to have the awarded vendor relocate/transfer the Auditorium Seating Equipment and Supplies. The awarded vendor is responsible for repairs required following such relocation/transfer. Relocation/transfer of Auditorium Seating, Equipment and Supplies must be coordinated with member agency contact personnel responsible for the contract.
7. Auditorium Seating Equipment and Supplies New products and/or Services
- Auditorium Seating, Equipment and Supplies must meet the scope of work to be added to the Contract see Exhibit A. Pricing shall be equivalent to the percentage discount for other products. Awarded vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, if it is within the same awarded manufacturer and if the products meets the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. KCDA may require additions to be submitted with documentation from KCDA members demonstrating an interest in, or a potential requirement for, the new product or service. KCDA may reject any additions without cause.
8. Auditorium Seating Equipment and Supplies Discontinued Products
- If a product or model is discontinued by the manufacturer, awarded vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model, it is within the awarded manufacturer and if the discount is the same or greater than the discontinued model.

NOTE: Listing the above specifications shall in no way relieve the awarded vendor from the responsibility to follow proper code and regulations.

G. TRAINING & SUPPORT

If applicable, please state specifically the amount of training which will be provided at no charge. Then list the charge per hour of additional training if applicable (see Bid Sheet).

- a. If specified by the member agency, staff in-service shall be offered following the installation. Training needs must be quantified and specified by the member agency. Awarded vendors shall provide appropriate pricing (if applicable) based upon each member agencies training need. It is understood that some training may be provided free of charge and some may incur charges. Please outline your training philosophy and related pricing structure.
- b. If desired follow up training may also be scheduled to further support usage and to identify Any individual training needs. Please include follow up training pricing as well.

H. PUBLIC WORKS LANGUAGE

Vendor agrees that, in performance of the services required under this agreement, Vendor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

1. Public Works: State of Washington statute requires workers be paid prevailing wages when employed on

public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Contractors bidding a public works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060). Such projects also have special considerations pertaining to use of apprentices (39.04.320).

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition: Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

2. **Prevailing Wage:**

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency. All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

3. **Responsible Bidder:** Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

a. The Bidder must meet the following state responsibility criteria:

1) At the time of bid submittal, have a current certification of registration in compliance with chapter

18.27 RCW.

- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 4) If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 5) New bidder requirement: Certify that within the three-year period immediately preceding the bid solicitation date:
 - a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
 - b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
- 6) At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.

Supplemental Bidder Responsibility Criteria

If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- a. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- b. Have a current Washington State Unified Business Identifier (UBI) number.
- c. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- d. If applicable:
 - 1) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - 2) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - 3) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
- e. Have an electrical contractor license, if required by Chapter 19.28 RCW;
- f. Have an elevator contractor license, if required by Chapter 70.87 RCW;

4. **Bonds- Payment & Performance:** The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand (\$150,000) dollars or less. In this

instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

- 5. Licenses:** The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

- 6. Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder.
- 7. Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must both approve the certificate of insurance and endorsements.
- 8. Acceptable Pricing Method:** KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means (see section PRICING, RS Means) or line item bid pricing is acceptable.
- 9. Progress Payments:** The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all

payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- a. Contract Number
- b. Bid item ID, bid quantity, unit, unit price and description as appropriate
- c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

10. Payment Retainage: In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

- a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over one hundred fifty thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
- b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

I. PRICING

IFB - The bidder shall submit pricing on the Pricing Pages included or on Attachment B in this IFB.

Vendor bid pricing shall include a 2% administrative fee on all line items and charges. The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.

For all Auditorium Seating Equipment and Supplies, pricing may be by line item or discount off manufacturer price list (Attachment B). Accessories and materials may be from other manufacturers or sources, but must be identified and priced in the IFB response either by item or via catalog discount. On the pricing sheet, list and group accessories and materials by manufacturer for ease of identification.

Respondents will choose only one pricing method to be used per manufacturer. Alternative pricing methods shall be addressed in Attachment B. Proposals received that provide both for a single manufacturer will be found non-responsive.

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur,

or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control.

KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal.

The awarded vendor agrees that the cost for any item bid on this contract may vary by state due to specific requirements or other jurisdictional impacts. If the overall cost is discounted or lowered for any member agency, however, the cost will be similarly lowered or discounted at the same time for all member agencies for the same scope, size and value. (If a KCDA member agency proposes to purchase a large volume of one product at one time and the awarded vendor agrees to provide an additional discount, that same volume discount would be available to any KCDA member agency.)

It is understood and agreed upon between Bidder and KCDA that the Bidder's pricing does not include the cost for any site specific conditions or requirements. Site specific requirements shall be addressed on a case by case basis at the time the order is placed. Any additional cost(s) are to be priced by methods designated under "Options", or by RS Means, as indicated in bidder's response to this solicitation.

Warranty: Describe the warranties that apply to the products offered in the IFB response and when warranty date will commence. Identify any website links that cover warranty information. The manufacturer has the primary responsibility to honor a manufacturer's warranty. Awarded vendor agrees to assist the member agency reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the member agencies. List any pricing applicable to warranties in Attachment D of the IFP response.

Risk of Loss or Damage: Awarded vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the awarded vendor. The awarded vendor shall file all claims for visible or concealed damage. The member agency will notify the awarded vendor and/or freight company promptly of any damaged goods and shall assist the freight company/awarded vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Taxes: Member agencies, who have obtained Auditorium Seating, Equipment and Supplies under the terms of this contract, will be responsible for payment of all taxes related to acquisition of the New Auditorium Seating, Equipment and Supplies, such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

J. OPERATING LEASES

1. KCDA members may obtain contracted Auditorium Seating Equipment and Supplies through an operating lease at rate(s) established in the contract if available (no ownership of the machines, equipment and related products, is allowed at the end of the lease period).

Cancellation of lease agreements can only occur by the member agency in the case where the vendor partner fails to maintain the Auditorium Seating Equipment and Supplies, or if the member is no longer able to finance the remaining term of the lease. Such cancellation shall be permitted, without penalty to the member agency with a thirty-day written notification to the vendor partner.

2. For each Auditorium Seating Equipment and Supplies respondents are to identify a single percentage to be applied to the manufacturer's list price operating lease rates for 36 months, 48 months, and 60 month terms. These percentages must be held firm and fixed during the term of the contract, except as may otherwise allowed elsewhere in this solicitation.
3. With a member agencies minimum 30-day written notice prior to the end of the operating lease agreement, the vendor partner shall remove any Auditorium Seating Equipment and Supplies at no additional cost to the member agency. Member agencies **shall not** purchase any Auditorium Seating Equipment and Supplies at the end of the term of the operating lease. Should the member agency be asked to sign an operating lease agreement by the vendor partner, any conflicts between the provisions of the vendor's lease agreement and the terms and conditions of this contract shall be resolved in favor of what is most beneficial to the member agency.
4. All operating lease totals must include the 2% service fee to be paid to KCDA. This fee must be paid to KCDA at the beginning of lease period. Alternate process for fee calculation and payment may be proposed and is subject to approval by KCDA.

K. STANDARD LEASES

1. Under standard leases, KCDA member agencies may have the option to acquire any Auditorium Seating Equipment and Supplies specified in the contract (i.e. ownership of machines, equipment and related products will transfer to the member at the end of the lease period). Standard lease rate(s) must be established in the IFB response if available. Unless otherwise stated in the IFB response the Purchase price(s) shall be used to determine standard lease rates.
2. Cancellation of lease agreements can only occur by the member agency in the case where the vendor partner fails to maintain the Auditorium Seating Equipment and Supplies, or if the member agency is no longer able to finance the remaining term of the lease. Such cancellation shall be permitted, without penalty to the member agency, with a thirty-day written notification to the vendor partner.
3. All standard lease totals must include the 2% service fee to be paid to KCDA. This fee must be paid to KCDA at the beginning of the lease period. Alternate process for fee calculation and payment may be proposed and is subject to approval of KCDA.

L. FUNDING OUT CLAUSE

Any acquisition agreement with a KCDA member agency that exceeds one (1) year shall include a standard "funding out" clause. Such an acquisition is a commitment of the entity's current revenue only, provided the agreement contains either or both of the following provisions:

1. Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the agreement.
2. Conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the acquisition.

M. AUTHORIZED DEALERS/VENDOR PARTNERS

The bidder must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the bidder is an authorized dealer of that manufacturer. This can be submitted as a Manufacturers Guarantee/Manufacturers Certificate, or a statement on the manufacturer's letterhead with corporate acknowledgement. Failure to provide will result in award disqualification for that manufacturer.

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders network of authorized dealers/vendor partners for Auditorium Seating Equipment and Supplies, however the awarded vendor shall be responsible for the actual job performance of each and every authorized dealer/vendor partner. This includes, but is not limited to proper ordering process and reporting, or submittal of 2% service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

Awarded vendor must be capable of replacing authorized dealers/vendor partners found unsuitable to participate in performance on the KCDA contract, and establish new authorized dealers/vendor partners in a timely manner.

During the contract period, the awarded vendor or purchasing agent may remove an authorized dealer/vendor partner from the list of those designated to this contract at any time without further explanation or process. The awarded vendor may propose authorized dealer/vendor partner additions for consideration at any time throughout the contract provided;

- The request is in writing on awarded vendors letterhead.
- It is filed with the Purchasing Agent a minimum of 30 calendar days before the effective date of the proposed change;
- It clearly identifies the authorized dealers/vendor partners involved in the change;

It is accompanied by documentation acceptable to the Purchasing Agent sufficient to warrant the change.

N. AWARD

1. Evaluation

It is the intent of KCDA to award a manufacturer’s complete line of products based on the specifications provided when possible and advantageous. KCDA expects to award to the lowest responsive and responsible bidder per unique manufacturer specifications that meet IFB terms, conditions, and criteria specified. An award is at the sole discretion of KCDA. KCDA reserves the right to reject any or all proposals, accept the proposal(s) that are deemed most advantageous for KCDA member agencies, and waive any irregularities in the solicitation process.

Awarded vendors will be required to turn in updated specifications for the manufacturers awarded.

The following criteria will be used in evaluating responses to this IFB. An award is anticipated to be made to a bidder with the highest rating per manufacturer product line. Subsequently, multiple awards may be made.

Evaluation Criteria and Weight

Proper submission of proposal	10
Comprehensiveness of product and services provided	10
Related Experience	15
Pricing	50
Presentation of full and complete product offering that can meet variety of member agencies requirements/timeline.	15
TOTAL POSSIBLE POINTS	100

Clarification and/or Discussions

Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder's response to the same level of other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

Competitive Range: KCDA reserves the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

O. ORDER PROCESS & REPORTING

1. This is considered a Direct Ship (DS) contract. Vendor must confirm Customer is a member of KCDA Purchasing Cooperative (www.kcda.org). If you have any questions or need help in referring a public entity to become a member of KCDA, please contact KCDA Customer Service at 800-422-5019 or by email at: customerservice@kcda.org.
2. Awarded vendor(s) will submit a signed and dated proposal or quote to each interested KCDA member in accordance with the pricing awarded under this contract. If pricing has been negotiated due to volume purchasing, the price must be noted as negotiated and the negotiated price must be less than the firm price quoted.
3. Awarded vendor(s) must specifically state the KCDA contract number KCDA#21-373, Auditorium Seating Equipment and Supplies on their proposal to each KCDA member. This proposal must identify the member's contact name, e-mail address and phone # of the person responsible for approving this purchase. The member contact information is critical, and if not provided, may be grounds for delaying the processing of the order as well as eventual payment to the awarded vendor.
4. All line items on the member quote must be verifiable against the awarded vendor(s) price sheets (or discounts) submitted per manufacturer. Be sure to reference the manufacture, part number, KCDA price for every line item. All installation, training, other services must cross-reference to the Services Price Schedule.
5. Quotes to member customers must include the 2% KCDA administrative fee so the fee is invisible to KCDA members. It must not be included as a separate line item.
6. Members should send a copy of their PO made out to KCDA and a copy of the Vendor quote to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA Purchase Order to the designated point of contact at the awarded vendor. The Contract Specialist will request additional information, such as scope of work and item/part number along with pricing for each line item as needed. Failure to provide adequate evaluation information may result in delay of purchase order approval by Contract Specialist.
7. A copy of the order will be kept on file at KCDA.

8. Awarded vendor must not commence delivery, services or installation using the KCDA contract without receiving a Purchase Order from KCDA.
9. Orders processed against this contract by customers who are not KCDA members or without e-mailed approval from KCDA are in violation of contract #21-373 Auditorium Seating Equipment and Supplies specifications. Vendors not following proper procedures may be removed from consideration for future awards.
10. KCDA reserves the right to revise the ordering process above at their sole discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with awarded vendor(s) as needed.

P. CHRISTIAN DOCTRINE Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Signature _____

Must be same signature that appears on Bid Affidavit and Acceptance Forms

**King County Directors' Association
Auditorium Seating Equipment And Supplies #21-373**

Bid Price Sheet

Use this layout example to submit bid pricing for all equipment, supplies and other necessary line items and options for Auditorium Seating Equipment And Supplies. Items listed should include but not be limited to **Storage Cart, Stacking Cart, Stadium Seat, Colored Seat Board, Transport Cart/Hand Truck, Interlocking Brackets, etc.**

Category	Product Description	Manufacturer	Mfg. SKU	Vendor SKU	Unit of Measure
Chair Types					
o Floor Mounted Chairs					
o Riser Mounted Chairs					
o Fixed Upholstered Chairs					
o Standard Bottom Covers					
o Fully Enveloped Bottom Cover					
Armrest					
o Injection Molded Plastic					
o Stained Hardwood					
o Painted Hardwood					
o Armrests, Upholstered					
o Finish for Steel / Aluminum Components					
o Fabric: Upholstery material					
o Upholstery Pad					
o Seat Hinges					
o Self Rising Seat Mechanisms					
Accessories:					
o Armrest cupholders (plastic, hardwood, or upholstered),					
o ADA standards (Easy Access or Armless), End Panels (laminated, veneer or upholstered),					
o Chair numbers (Std or Ecoglo),					
o Row letters (Std or Ecoglo),					
o Donor Plates (Std or Ecoglo),					
o Tablet arms (T1, T2 or T2m),					

o Logos (Cast or Graphic),
 o Quick-Link, Removable chairs,
 o Aisle lights (low or high mount),
 o Worship Organizers (I or II),
 o Pew End Panels

Miscellaneous Other

INSTALLATION RATES

Labor Rates:	General Labor Rates	Federal Davis Bacon Labor Rates
<i>See Services Price Schedule</i>		

Freight ___ is ___ is not included in above price

--	--	--

Company Name: _____

ing.



INVITATION FOR BIDS
#21-373 Auditorium Seating Equipment and Supplies
BID DUE DATE: June 10th, 2021 On or Before 2:00 PM PST

Attachment E
SIGNATURE PAGE AND MISCELLANEOUS FEES

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the invitation for Bids, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

Contract Prices Offered

- 1. Firm for annual contract ()
- 2. Firm for initial order only ()
- 3. Variable by item/group () *(Identify under separate cover)*

MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to Members. Attach additional pages as may be necessary for each manufacturer. "TBD", "Job by Job" etc. is not acceptable and may disqualify your response. **Bidders should list out any other pricing for services on additional pages as needed within this section.**

Delivery Fee:	\$ _____	% or mileage rate
Installation Fee:	\$ _____	per hour <u>(comply w/ Prevailing Wage - RCW 39.04.010, 39.12.010 & 020)</u>
Design Fee:	\$ _____	
Performance Bond:	\$ _____	
Demolition Fee:	\$ _____	
Restock Fees:	\$ _____	
Lift Gate Fee when required	\$ _____	
OTHER _____	\$ _____	

NOTE: If services are not documented in pricing pages, fees must be justified by using RS Means.

FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired. Will your company honor orders placed during the contract period for future delivery?

No _____ Yes _____ Yes, but only if delivered within 1 / 3 / 6 months (Circle one) _____

Signed: _____
 Firm Name: _____
 Name and Title: _____
 Telephone No. _____
 Email: _____

****Note:** All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.

Attachment E2 - Services Price Schedule
KCDA -Bid #21- 373 Auditorium Seating Equipment And Supplies

NOTE: If your company provides any of the services listed below, please complete the price schedule.
If services are not documented in pricing pages, fees must be justified by using RS Means.

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	ex: Initial (must price)					
	Ex: Follow up training (must price)					

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

***Please detail additional discounts on large projects.**

MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to member agencies. Attach additional pages as may be necessary for each manufacturer.

Performance Bond: \$ _____
Shipping: \$ _____
Lift Gate Fee when required \$ _____ or RS Means
Rental Scaffolding/Lifts \$ _____ or RS Means
Raceways \$ _____ or RS Means

FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired. Will your company honor orders placed during the contract period for future delivery?

No ___ Yes ___ Yes, but only if delivered before _____

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

1. Product | Category Specific Specifications

Bidders must check either the “Comply” or “Deviate” column for each inspection item. All deviations shall be noted and explained below. Form X- Authorized signature required.

Item	Description Tier One	Comply	Deviate
1.1	The Member Agency will have access to a full inventory of the awarded product line; multi-line vendors must inventory at least the majority of categories listed in the bid.		
1.2	Awarded vendor(s) must be a manufacturer’s authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between the awarded vendor(s) and the manufacturer during the term of this contract may be added and offered through the KCDA contract.		

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

1. Product | Category Specific Specifications (Cont.)

Bidders must check either the “Comply” or “Deviate” column for each inspection item. All deviations shall be noted and explained below. Form X- Authorized signature required.

Item	Description Tier One	Comply	Deviate
1.3	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.		
1.4	If the awarded vendor(s) intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the awarded vendor(s) must identify all providers and any and all associated costs with these providers.		
1.5	Optional services must be identified separately, and must include clear descriptions of proposed services.		
1.6	Awarded vendor(s) must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services.		
1.7	Awarded vendor(s) must be able to supply paper catalogs where requested. The catalog shall have a cover label indicating that the catalog’s contents are available through the participating Member Agency and the KCDA contract. The label shall identify the KCDA contract number, discount level(s) and any special ordering instructions.		
1.8	Packing slips shall accompany all deliveries and shall contain Member Agency’s purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.		
1.9	Orders not filled and partials shall be indicated on the packing list. Awarded vendor(s) shall inform member agency of anticipated availability date for unfilled and partial orders.		
1.10	All products sold by the awarded vendor(s) must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested.		
1.11	Products that have a 30/60/90 day money back guarantee will be clearly identified in the		

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

	catalog and on the web site (if applicable), and in every bid provided to members.		
1.12	Awarded vendor(s) must maintain a toll free technical support line open 8 a.m. Pacific Time zone until 5 p.m., Pacific Time zone, Monday through Friday. Calls must be answered by a live US technician.		
1.13	If the Awarded vendor(s) makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Awarded vendor(s) agrees to pay for cost of any returned product due to a pricing error.		
1.14	Awarded vendor(s) shall provide a Material Safety Data Sheet (MSDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.		
1.15	Awarded vendor(s) shall reference item part numbers for all items on quotes for specific work.		
1.16	Awarded vendor(s) provide site survey, analysis, consultation and recommendation to member to enhance the safety and security of facility, employees and students.		
1.17	Does vendor have workable e-commerce website that they can post the KCDA contract line items (without prices) and provide link for KCDA webpage?		

2. Services | Site Survey, Analysis, Consultation, Installation, Maintenance
Bidders must check either the “Comply” or “Deviate” column for each inspection item. All deviations shall be noted and explained below. Form X- Authorized signature required.

	Description Tier Two	Comply	Deviate
2.1	All proposals shall integrate with new or existing Auditorium Seating Equipment . This price quotation will be for a turn-key operation which will include all Auditorium Seating Equipment, accessories, supplies, software, testing, and installation .		
2.2	Units must be a new, unused model and current production. No reconditioned or used equipment will be accepted except as specifically requested herein. All equipment and accessories cataloged as standard shall be included as part of this specification. Whenever an article or material is		

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

	<p>defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be constructed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined solely by KCDA</p>		
2.3	<ul style="list-style-type: none"> • Vendor will provide Turnkey installation • Provide new Auditorium Equipment and Accessories. • Vendor must recommend, install, and configure all Auditorium Equipment and Accessories. • Vendor is also responsible for training of designated personnel on new software program. Vendor must provide a minimum of 8 hours of training to operate the mechanisms. • Acquisition of all required permits and inspections shall be the responsibility of the selected vendor. • In case of power outage Self-Rising Seat Mechanisms must unlock. Vendor must give a solution in case an outage lasts more than 30 minutes during non-business hours. • Battery backup to be supplied if applicable. 		
2.4	<ul style="list-style-type: none"> • Vendor is responsible for all installation of Auditorium Seating components; hardware, software, configuration and ensure that system is fully integrated with existing fire and alarm system and associated components 		
2.5	<p>Awarded vendor(s) will provide maintenance for its Auditorium Seating, for at least one year with options to renew for three (3) additional 12 month periods. Maintenance must include all</p>		

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

	<p>equipment, parts, labor, and travel expenses. Equipment and parts covered by this maintenance agreement include all existing and newly installed Auditorium Seating Equipment and Accessories.</p> <ul style="list-style-type: none"> • Vendor must indicate types of maintenance options available and service • Vendor must provide less than 4-hour response time when ticket is submitted with system issue. • Vendor must include hourly rates (and all associated fees such as travel, hardware, software, etc.) for after hours, nights, and weekends. <p>Vendors proposed maintenance agreement must be included with submission and must thoroughly describe items that are not included or covered by proposed maintenance agreement.</p>		
2.6	The Contractor shall establish and maintain a Quality Control Plan for ensuring the quality of the work performed under the Contract.		
	<ul style="list-style-type: none"> • Description Tier Three 		
3.1	Vendor shall provide all supervision, labor, equipment, tools supplies, and materials to perform all tasks for Auditorium Seating Equipment and Accessories consultation & design, building scope, construction, providing preventive maintenance planning, inspection, certification, periodic testing, training, monitoring, providing warranty, will clearly provide information about voiding the warranty, provide recommendations, and additional parts and repairs. Vendor is responsible for complete installation including running cables, programming system.	Comply	Deviate
3.2	Contractor shall provide Auditorium Seating maintenance services at facilities.		
3.3	Contractor must offer a turn-key operation which will include all Auditorium Seating Equipment and Accessories cabling, software, testing, and installation, and provide tracking and alert, in the event of a fire.		
3.4	System should be able to integrate with Agency Member’s current system.		
3.5	Units must be a new, unused model and current production. No reconditioned or used equipment will be accepted except as specifically requested herein. All equipment and accessories cataloged		

Auditorium Seating Equipment And Supplies

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ATTACHMENT X – Deviations and Miscellaneous Fees

	<p>as standard shall be included as part of this specification. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be constructed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined solely by KCDA</p> <ul style="list-style-type: none"> • Vendor will provide Turnkey installation 		
3.6	<p>Consultation by certified designers may be required in order to create a comprehensive Design for Auditorium Seating to meet specific requirements of each Member Agency’s unique needs.</p>		
3.7	<p>Offering should allow for high level of planning toward future expansion, while examining the requirements of long-term maintenance and service of these systems.</p>		
3.8	<p>System should provide for tracking and reporting devices that are due for service and repair.</p>		
3.9	<p>Auditorium Seating Equipment and Accessories installation team shall include estimators, coordinators, project managers and certified fire alarm and security.</p>		
3.10	<p>Contractor shall include in all product proposals a maintenance and cleaning plan.</p>		
3.11	<p>The Contractor shall verify all inventory and measurements relating to the required work prior to submission of their cost proposal to KCDA and Member Agency in order to meet timelines.</p>		
3.12	<p>An onsite visit may be required before submitting a proposal to KCDA and Member Agency.</p>		
3.13	<p>The Contractor shall perform all work on the Auditorium Seating Equipment and Accessories.</p>		

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

	The Contractor shall ensure that its employees are fully certified to work on all of the installed Auditorium Seating Equipment and Accessories. Certification documents must be made available to the Member Agency Official or designee upon request. All Contractor employees who enter the building must be able to obtain security clearance		
3.14	Certain tests may require participation of the fire marshal and shall be coordinated and scheduled by Member Agency Official or designee		
3.15	The Contractor shall establish and maintain a Quality Control Plan for ensuring the quality of the work performed under the contract.		
3.16	All quotes for additional services shall have the labor and parts costs listed separately. Only new, original equipment manufacturer parts shall be used, unless they are not available in the marketplace. All others will require written approval, by KCDA and the Member Agency.		
3.17	Emergency Services Emergency technical services shall be available 24 hours a day / 7 days a week to minimize system downtime.		
3.18	Remote or telephone technical support will be provided within thirty minutes at no additional cost to the Member Agency.		
3.19	If on-site emergency repairs are requested, the technician shall arrive on site within four hours.		
3.20	Corrective Maintenance: When repairs (other than minor repairs) of defective or inoperable devices are found during the course of system testing, inspection or preventative maintenance, or having failed during operation, are required, the Contractor shall provide a detailed written report to the Member Agency, with a repair plan and quote. This includes required or recommended software upgrades and programming.		

INSTRUCTIONS:

1. If “no” is checked below, complete this form by signing it at the bottom.
2. If “yes” is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
3. Scan this form plus any attachments into a single PDF document.

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

- 4. Title the file “Part X- Deviations”.
- 5. Exceptions to local, state or federal laws cannot be accepted under this bid.

- NO, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Parts C-Special Provisions & X Deviations-Misc. Fees.**
- YES, this bidder has the following deviations to the specifications listed in Parts C -Special Provisions & X Deviations-Misc. Fees.**

Outline (Pg & Form)	Specification (describe)	Details of Deviation

Signature _____

Must be same signature that appears on Bid Affidavit and Acceptance Forms

MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to Members. Attach additional pages as may be necessary for each manufacturer.

- Delivery Fee: \$ _____ % or mileage rate
- Installation Fee: \$ _____ per hour (Prevailing Wage rates)
- Design Fee: \$ _____
- Performance Bond: \$ _____
- MISCELLANEOUS FEES (Cont.)**
- Demolition Fee: \$ _____
- Restock Fees: \$ _____
- Lift Gate Fee when required \$ _____

Auditorium Seating Equipment And Supplies

Bid #21-373

ATTACHMENT X – Deviations and Miscellaneous Fees

FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired. Will your company honor orders placed during the contract period for future delivery?

No _____ Yes _____ Yes, but only if delivered before _____

Firm Name: _____

Address: _____

City, State, Zip _____

Signed: _____

Name and Title: _____

Telephone No. _____

Fax No. _____

Email: _____

****Note:** All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.

EXHIBIT B
BIDDER RESPONSIBILITY FORM
(Contractor's Qualifications)
Bid #21-373 – Auditorium Seating Equipment And Supplies

The information provided in this form is part of the KCDA's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.

Company Name _____

Address _____

Payment Address _____

Contact Telephone No. () _____

Contact Person for this Bid: _____

Contact Address: _____

State of WA Department of
Licensing Contractor's Registration No. _____

State of WA UBI Number _____

State of WA Department of
Employment Security No. _____

Washington State Excise Tax Registration No. _____

Federal Tax ID Number _____

Number of years the Contractor has been engaged in the business under the present company name, as indicated above _____

References: KCDA may conduct reference checks during considerations for award. In the Event that information obtained from the reference checks reveals concern about the bidder's past performance on projects identified as meeting the bidder qualification requirements or their ability to successfully perform the work, KCDA may determine that the bidder is not a responsible bidder. In conducting reference checks, KCDA may include itself or other government agencies and businesses as a reference if the bidder has performed the work, even if the bidder did not identify these sources as a reference.

List any major projects of similar nature which have been completed by or supervised by the Contractor within the last 5 years and the gross dollar amount of each project.

Name of project	Amount	Owner	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**June 10, 2021**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



KCDA Company Profile
KCDA IFB # 21-373
Auditorium Seating Equipment And Supplies

NAME OF BIDDER _____

COMPANY CONTACT INFORMATION

Company Name: _____ Website: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Contact Phone: _____ Contact Email: _____

State of WA Department of
Licensing Contractor's Registration No. _____

State of WA UBI Number _____

State of WA Department of
Employment Security No. _____

Washington State Excise Tax Registration No. _____

Federal Tax ID Number _____

DUNS Number _____

BACKGROUND

Note: Generally, in high level contracts, KCDA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. KCDA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a public company privately owned company.

In what year was this business started under its present name? _____

Under what other or former name(s) has your business operated? _____



Is this business a corporation? No Yes. If yes, please complete the following:

Date of incorporation: _____ State of incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

Is this business a partnership? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. No Yes.

IF THE ANSWER IS YES, describe the company’s format, year and state of origin, and names and titles of the principals.

COMPANY HEADQUARTER LOCATION

Company Address: _____

City: _____ State: _____ Zip: _____

Main Phone Number: _____ How long at this address? _____

COMPANY BRANCH LOCATIONS

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____



If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company’s annual sales for 2018, 2019 and 2020 YTD in the United States by the various public segments:

	2018	2019	2020 YTD
K-12 (public & private), Educational Service Agencies	\$	\$	\$
Higher Education Institutions	\$	\$	\$
Counties, Cities, Townships, Villages	\$	\$	\$
States	\$	\$	\$
Other Public Sector & Non-profits	\$	\$	\$
Private Sector	\$	\$	\$
TOTAL	\$	\$	\$

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Function	Name	Title	Phone	Email
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				



- 2. **Sales Force:** Provide total number and location of salespersons employed by your company in the states of Washington, Oregon, Idaho, Montana and Alaska by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State

- 3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the states of Washington, Oregon, Idaho, Montana and Alaska completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State

- 4. **In-house Resources:** Describe the business’s current in-house workforce, equipment and facilities available to perform under this solicitation.
- 5. **Sales Training:** Explain how your company will education your sales staff on the AEPA contract including timing, methods, etc.

ENVIRONMENTAL INITIATIVES

- 1. Describe how your products and/or services support environmental goals.

- 2. Describe the company’s “green” objectives (i.e. LEED, reducing footprint, etc.).



COOPERATIVE CONTRACTS

1. Does your company currently have contracts with other cooperatives (local, regional, state, national)?
_____ YES _____ NO

If YES, identify which cooperatives and the respective expiration date(s).

If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

- 1. Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
- 2. Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

DISCLOSURES

- 1. Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business’s chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three **calendar years (2018, 2019 and 2020)**. This letter should state the line of credit as a range (ie., “credit in the low six figures” or “a credit line exceeding five figures”). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
- 2. Legal:** Does this business have actions currently filed against it? No Yes.



IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information of your company’s five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Signature _____
Must be same signature that appears on the Bid Affidavit Signature and Acceptance Form

INVITATION FOR BIDS

AUDITORIUM SEATING EQUIPMENT AND SUPPLIES BID #21-373

SECTION 12610 - FIXED AUDIENCE SEATING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Fixed upholstered chairs with self-rising seat mechanisms, aisle and intermediate standards.
 - 1. Typical applications include the following ***ED. NOTE: REVISE FOLLOWING APPLICATION TO SUIT PROJECT:***
 - a. Floor mounted chairs.
 - b. Riser mounted chairs.
 - 2. Special applications include the following ***ED. NOTE: REVISE FOLLOWING APPLICATION TO SUIT PROJECT:***
 - a.
 - b.
- B. Related Sections:
 - 1. Division 16 Electrical sections for electrical wiring and connections for aisle lights.
- C. Alternates: This section specifies alternates for audience seating products. Refer to Part 2 products for alternate products, and to Division 1 Alternates sections and other bid documents, if any, for alternate requirements.
- D. Product Improvements: Hussey Seating Company strives to continuously improve its products and manufacturing methods. The company reserves the right to make changes without notice when, in the opinion of the company, such changes improve the product or its performance.

1.02 REFERENCES

- A. American Welding society (AWS):
 - 1. AWS D1.1 Structural Welding Code - Steel.
 - 2. AWS D1.3 Structural Welding Code - Sheet Steel.
- B. American Institute of Steel Construction (AISC):
 - 1. AISC - Design of Hot Rolled Steel Structural Members.
- C. American National Standards Institute (ANSI).
- D. American Iron & Steel Institute (AISI):
 - 1. AISI - Design Cold Formed Steel Structural Members.
- E. Aluminum Association (AA):
 - 1. AA - Aluminum Structures, Construction Manual Series.

- F. American Society for Testing Materials (ASTM)
 - 1. ASTM - Standard Specification for Properties of Materials.
- G. National Forest Products Association (NFPA):
 - 1. NFPA - National Design Specification for Wood Construction.
- H. National Bureau of Standards/Products Standard (NBS/PS):
 - 1. PS1 - Construction and Industrial Plywood.
- I. Americans with Disability Act (ADA)
 - 1. ADA - Standards for Accessible Design.

1.03 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install fixed audience seating to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connection. Apply each load to produce maximum stress in each respective component of each audience seat unit.
- B. Manufacturer's System Design Criteria:
 - 1. Seats and Backs:
 - a. Shall embody a timeless sculptured appearance to harmonize with any architectural form or room decor.
 - b. Shall exhibit moderate compound contours for supportive comfort avoiding excess anatomical pressures.
 - c. Seat shall be semi-cantilevered, self-centering, automatic three-quarter (3/4) lift with over center retract feature, for ease of passage and janitorial access.
 - d. Seat shall be tested and professionally certified through an independent testing laboratory to support and withstand an evenly distributed 600 lb.[272 Kg] static load without failure or irregularities that would impair usefulness.
 - e. Self-lifting seat shall be tested and professionally certified through an independent testing laboratory to withstand 350,000 operating cycles without failure of seat mechanism or measurable component wear.
 - f. Seat shall be tested and professionally certified to withstand 10,000 impacts of a 40 lb.[18 Kg] sandbag dropped on the center of the seat from each of the following heights: 6"[152mm], 8"[203mm], 10"[254mm], and 12"[305mm]. The rate of impacts shall be approximately 18 per minute with the total quantity of impacts equaling 40,000.
 - g. Back shall withstand an evenly distributed front or rear static load of 450 lbs.[205 Kg].
 - h. Back shall be tested and professionally certified to withstand, without failure, 40,000 swinging impacts each to the front and rear of the back by means of two opposing 40 lb. [18 Kg] sandbags. The sandbags shall be moved horizontally and equally for 10,000 cycles each at the following distances of 6"[152mm], 8"[203mm], 10"[254mm], and 12"[305mm] at a rate of 35 cycles per minute.
 - i. Back shall withstand, without failure, an evenly distributed Horizontal Traverse Static Load of 200 lbs.[90.70Kg]. The load shall be applied to the top of the back at a 45-degree angle to the row of seats.

- j. Armrests shall be tested and professionally certified to withstand, without failure, a 200 lb.[91 Kg] static load applied both perpendicular to and vertically down on the arm.
2. Materials (Flammability) shall satisfy applicable test, codes, standards, or requirements as follows:
- a. Copolymer polypropylene shall have a burn rate of 1 inch [25.4mm] or less per ASTM 635.
 - b. Upholstery materials shall meet requirements as set forth in the state of California Bureau of Home Furnishings Technical Bulletin 117.
 - c. Fire-performance Characteristics of Seat Padding: Provide seating that complies with test method: California Technical Bulletin 117
 - d. Cushioning and padding shall be self-extinguishing as defined in the requirements as set forth in the State of California Bureau of Home Furnishings Technical Bulletin 117.
 - e. **ED. NOTE: SELECT THE FOLLOWING, AS REQUIRED.** Full Scale Fire Performance Characteristics of Finished Chair: Provide seating that complies with test method: California Technical Bulletin 133 or British Standard CRIB 5

1.04 SUBMITTALS

- A. Section Cross-Reference: Submit required submittals in accordance with "Conditions of the Contract" and Division
 - 1. General Requirements sections of this "Project Manual."
- B. Project Data: Manufacturer's product data for each system. Include the following:
 - 1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
 - 2. Deviations: List of deviations from these project specifications.
- C. Shop Drawings: Indicate fixed upholstered chair seating layout. Show all equipment to be furnished with details of accessories to be supplied including necessary electrical service to be provided by others.
- D. Samples: Seat materials and color finish as selected by Architect from manufacturers standard color finishes.
- E. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer
- F. Installer Qualifications: Installer qualifications indicating capability, experience, and manufacturer acceptance.
- G. Engineer Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.
- H. Owners Manuals: Provide Owner's maintenance manual and demonstrate operating procedures.
- I. Warranty: Manufacturers standard five-year warranty documents.

1.05 QUALITY ASSURANCE

- A. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code - Steel and AWS D1.3 Structural Welding Code - Sheet Steel.
- B. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
 - 1. Workers Compensation - including Employers Liability with the following limits:
 - a. \$500,000.00 Each Accident
 - b. \$500,000.00 Disease - Policy Limit
 - c. \$500,000.00 Disease - Each Employee
 - 2. Commercial General Liability - including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$2,000,000.00
- C. Manufacturer Qualifications: Manufacturer who has 10 years of experience manufacturing spectator seating equipment.
- D. Installer Qualifications: Engage experienced Installer who has specialized in installation of audience seating similar to types required for this project and who is acceptable to, or certified by, fixed upholstered chair seating manufacturer.
- E. Engineer Qualifications: Engage professional licensed engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of audience seating similar in material, design, fabrication, and extent to those types indicated for this project.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver fixed upholstered chair seating in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle seating equipment in a manner to prevent damage.
- C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

1.07 PROJECT CONDITIONS

- A. Field Measurements: Coordinate actual dimensions of construction affecting fixed upholstered chair seating installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

1.08 WARRANTY

- A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for fixed upholstered chairs. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
 - 1. Warranty Period: Five years from Date of Substantial Completion.
 - 2. Beneficiary: Issue warranty in legal name of project Owner.

3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

1.09 MAINTENANCE AND OPERATION

- A. Instructions: An owners manual shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
 1. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
 2. Periodic annual inspections and required maintenance of each seating system shall be performed according to the owners manual to assure safe conditions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: Hussey Seating Company, U.S.A.
 1. Address: 38 Dyer St Ext., North Berwick, Maine, 03906
 2. Telephone: (207) 676-2271; Fax: (207) 676-9690
 3. email: info@hussyseating.com
 4. Product: Hussey Quattro Chair System ***ED. NOTE: ADD SELECTIONS, FROM THE FOLLOWING, FROM MANUFACTURER'S LITERATURE AND COORDINATE SELECTIONS WITH DRAWINGS.***
 - a. Model: ***ENTER CHAIR TYPE QUATTRO***
 - b. Series: ***(SELECT)***, Classic – Designer – Softside- Performance
 - c. Back Foam: ***(SELECT)***, 2" [51mm] - 3"[76mm] – Contoured – N/A
 - d. Seat Type: ***(SELECT)*** Standard upholstery - Full enveloped.
 - e. Armrest Type: ***(SELECT)*** Plastic – Solid Hardwood - Upholstered
 - f. Standards: ***(SELECT)*** Steel or Cast aluminum
 - g. Chair Mount: ***(SELECT)*** Riser Mount or Floor Mount
 - h. End Panels: ***(SELECT)*** None - Plastic laminate - Veneer - Upholstered.
 5. Product Description/Criteria:
 - a. Number of Chairs: _____
 - b. Number of Rows: _____
 - c. Number of Wheelchair Locations: _____
 - d. Number of ADA Easy Access End Standards: _____
 - e. Row Spacing: _____
 - f. Rise: _____
 - g. Fabric: _____
 6. Product Accessories: ***(SELECT)*** Armrest cupholders (plastic, hardwood, or upholstered), ADA standards (Easy Access or Armless), End Panels

(laminated, veneer or upholstered), Chair numbers (Std or Ecoglo), Row letters (Std or Ecoglo), Donor Plates (Std or Ecoglo), Tablet arms (T1, T2 or T2m), Logos (Cast or Graphic), Quick-Link, Removable chairs, Aisle lights (low or high mount), Worship Organizers (I or II), Pew End Panels.

B. Other Acceptable Manufacturers:

1. Manufacturer/Product **ED. NOTE: COMPLETE THE FOLLOWING, AS REQUIRED:**_____

2.02 ALTERNATES ED. NOTE: COORDINATE FOLLOWING ARTICLE WITH RELATED DIVISION 1 SECTION FOR ALTERNATES, AND BID DOCUMENTS AND BID FORMS FOR BID TYPE PROJECTS.

A. Base Bid: _____

1. Base Bid Product:
2. Base Bid Product Accessories:

B. Alternate No. __: In lieu of providing base bid product, provide the following:

1. Alternate Product:
2. Alternate Product Accessories:

C. Alternate No. __: In lieu of providing base bid product, provide the following:

1. Alternate Product:
2. Alternate Product Accessories:

2.03 MATERIALS ED. NOTE: FOLLOWING ARTICLE FOR GENERIC/REFERENCE SPECIFICATION.

- A. Cast Aluminum: AA - 380
- B. Steel Tubing: ASTM A513
- C. Steel Sheet/Coil: ASTM A607
- D. Mechanical or Adhesive Concrete Anchors: SAE grade 2
- E. Exposed Hardwood Lumber: Wood Species: Birch
- F. Concealed Plywood: Engineered Wood Association PS1-95 2000: Poplar
- G. Exposed Plywood: Hardwood Plywood ANSI/HPVA-1 2000: Birch
- H. Medium Density Fiberboard: ANSI A208-2-1986
- I. Plastic Laminate: NEMA LD3.1-1985, GP 48
- J. Polyurethane Foam Padding: ASTM D-3574
- K. Fabric: 100% Marquesa Lana continuous filament Olefin in the following standard selections:
 1. Fabric shall have 13 fill picks per inch, 13 warp ends per inch, weighing 16 oz. [454grams] per linear yard including backing.
 2. Fabric shall have 13 fill picks per inch, 13 warp ends per inch, weighing 18 oz. [510grams] per linear yard including backing.
 3. Fabric shall have 16 fill picks per inch, 19 warp ends per inch, weighing 12 oz. [340grams] per linear yard including backing.
- L. Molded plastic: Injection Molded copolymer polypropylene or nylon 6/6.

2.04 DESIGN AND CONCEPT: Auditorium chairs shall be designed to exhibit a modern appearance that will enhance any auditorium's décor. Seats, backs, and standards shall complement each other without the need for end panels or other adornments. Superior comfort will be derived through careful ergonomic engineering, selection of materials, and design of supportive structures.

2.05 FABRICATION ED. NOTE: COORDINATE FOLLOWING PARAGRAPHS WITH SELECTION MADE UNDER PRODUCT DESCRIPTION.

A. Upholstered Seats:

1. The seat assembly shall consist of a stylish padded and upholstered top surface, a polypropylene bottom shell with dual contours, and a dual sprung lifting mechanism. Seat shall have the ability to achieve a full fold position when rearward pressure is applied. Superior comfort shall be derived through careful ergonomic engineering.
2. Upholstery Pad: The upholstered seat topper shall consist of a 5/8" thick formed ply form base with contoured molded polyurethane foam padding and fabric upholstered cover. Seat padding shall be properly contoured to support the body without causing discomfort. The upholstered seat cover shall exhibit a high degree of tailoring and will be affixed to the base with upholstery staples.
3. Seat Mechanism: Seat lifting mechanism shall use lubricated lifting springs to provide whisper quiet fail-safe operation. The seat structure shall rotate on a 3/4" [19mm] spanner bar to assure shaft alignment and eliminate binding due to irregular floor conditions. Seats shall be certified to withstand 350,000 lifting cycles and a 600lb static load without failure.
4. **ED. NOTE: SELECT SEAT COVER OPTION.** Standard Bottom Cover: Seat shell/bottom shall be constructed of polypropylene plastic to provide a durable yet aesthetic design. The cover shall protect the mechanical parts of the lifting hinge and upholstered seat topper. The shell / bottom shape shall compliment the overall design of the chair.
5. **ED. NOTE: SELECT SEAT COVER OPTION.** Fully Enveloped Bottom Cover: Seat shell/bottom cover shall be constructed of polypropylene plastic covered with the specified upholstery laminated with foam for distinctive styling. Tailoring shall display a superior level of design workmanship and fit. Seams shall be straight, continuous and neat, without unsightly puckering.
6. **Ed Note: SELECT SEAT COVER TAILORING. (Standard) Waterfall – (Optional) Quilted** (select quilt pattern I, II, III or IV), selection of standard 3" or plush 4" seat foam.

ED. NOTE: SELECT BACK TYPE FROM THE FOLLOWING.

B. Classic Series Back (Plastic Outer Back Cover)

1. The outer back panel shall be constructed of injection molded polypropylene Plastic. The panel shall be no less than 27" in length and conceal the rear and sides of the upholstered inner panel. The panel shall extend below the rear of the seat to protect the chair occupant's back.

2. The inner upholstered panel shall be 5/8" (15mm) 11 ply thick-formed hardwood with an ergonomically engineered contour. The wings for attachment of chair back to standard shall be not less than 14 ga (1.9mm) and will be attached via concealed fasteners. Wings shall position the chair back at one of three positions: 15, 18, or 21 degrees. There shall be no exposed fasteners above the seat. Chair back upholstery shall exhibit a high degree of workmanship and customization.
3. ED Note: SELECT BACK SHAPE AND HEIGHT:
 - a. Soft Square - 33": The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 33" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
 - b. Soft Square – 36" The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
 - c. Round – 33" The top of the back is radiused for stylish looks and a timeless appearance. Overall back height is 33" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
 - d. Round – 36" The top of the back is radiused for stylish looks and a timeless appearance. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
4. **Ed Note: SELECT BACK FOAM TYPE.** 2"(51mm)cut, 3"(76mm)cut, Contoured Foam.
5. **Ed Note: SELECT BACK COVER TAILORING.** Waterfall, Horizontal Pleat, Quilt -I, Quilt - II, Quilt - III, Quilt-IV.

C. Designer Series Back (Wood Veneer or Laminate Outer Back Panel)

1. The outer back panel shall be constructed of hardwood inner veneers with a decorative wood veneer or high pressure laminate outer layer. The panel shall be no less than 27" in length with a fabric welt cold to conceal any gaps between the inner and outer panels and protect the panel edge from damage. The panel shall extend below the rear of the seat to protect the chair occupant s back.
2. The inner upholstered panel shall be 5/8" (15mm) 11 ply thick-formed hardwood with an ergonomically engineered contour. The wings for attachment of chair back to standard shall be not less than 14 ga (1.9mm) and will be attached via concealed fasteners. Wings shall position the chair back at one of three positions: 15, 18, or 21 degrees. There shall be no exposed fasteners above the seat. Chair back upholstery shall exhibit a high degree of workmanship and customization.
3. ED Note: SELECT BACK SHAPE AND HEIGHT:

- a. Soft Square - 33": The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 33" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
 - b. Soft Square – 36" The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
 - c. Round – 33" The top of the back is radiused for stylish looks and a timeless appearance. Overall back height is 33" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
 - d. Round – 36" The top of the back is radiused for stylish looks and a timeless appearance. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
- 4. **Ed Note: SELECT BACK FOAM TYPE. (Standard) 2"(51mm)cut, 3"(76mm)cut, Contoured Foam.**
 - 5. **Ed Note: SELECT BACK COVER TAILORING. (Standard) - Waterfall, (Optional) - Horizontal Pleat, Quilt -I, Quilt - II, Quilt - III, Quilt-IV.**
- D. Soft SideSeries Back (Upholstered Outer Back Panel)
- 1. The outer back panel shall be constructed of a hardwood plyform panel covered with the specified upholstery fabric for distinctive styling. The panel shall be no less than 27" in length with a fabric welt cold to conceal any gaps between the inner and outer panels and protect the panel edge from damage. The panel shall extend below the rear of the seat to protect the chair occupant s back.
 - 2. The inner upholstered panel shall be 5/8" (15mm) 11 ply thick-formed hardwood with an ergonomically engineered contour. The wings for attachment of chair back to standard shall be not less than 14 ga (1.9mm) and will be attached via concealed fasteners. Wings shall position the chair back at one of three positions: 15, 18, or 21 degrees. There shall be no exposed fasteners above the seat. Chair back upholstery shall exhibit a high degree of workmanship and customization.
 - 3. ED Note: SELECT BACK SHAPE AND HEIGHT:
 - a. Soft Square - 33": The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 33" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
 - b. Soft Square – 36" The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The back

surface shall be compound contoured to facilitate proper posture of a seated individual.

- c. Round – 33” The top of the back is radiused for stylish looks and a timeless appearance. Overall back height is 33” above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
- d. Round – 36” The top of the back is radiused for stylish looks and a timeless appearance. Overall back height is 36” above the floor allowing proper shoulder support of the chair occupant. The back surface shall be compound contoured to facilitate proper posture of a seated individual.
4. **Ed Note: SELECT BACK FOAM TYPE. (Standard) 2”(51mm)cut, 3”(76mm)cut, Contoured Foam.**
5. **Ed Note: SELECT BACK COVER TAILORING. (Standard) - Waterfall, (Optional) - Horizontal Pleat, Quilt -I, Quilt - II, Quilt - III, Quilt-IV.**

ED. NOTE: COORDINATE FOLLOWING PARAGRAPHS WITH SELECTION MADE UNDER PRODUCT DESCRIPTION. SELECT STEEL OR CAST IRON STANDARDS.

E. Steel Standards:

1. Standards shall be 1”[25mm] x 3”[76mm] x 16 gauge[1.5mm] seamless oval mechanical tubing. Standards utilizing an open seam (not welded) shall be considered unacceptable.
2. The top of the standard shall provide for vandal resistant attachment of the armrest, without the use of exposed fasteners on the surface of the arm.
3. **ED. NOTE: SELECT FLOOR MOUNTED STANDARDS** Floor mounted standards shall have a 14 gauge [1.9mm] formed steel foot. The formed foot shall be full perimeter welded to the upright tubular member. The floor mount standards shall be manufactured to match floor inclines in order to maintain proper seat height and angle.
4. **ED. NOTE: SELECT RISER MOUNTED STANDARDS** Riser mounted standards shall have a 7 gauge [4.5mm] steel plate slotted to allow lateral adjustment during installation, and shall be full perimeter welded to the tubular standards.

F. Cast Aluminum Standards:

1. Standards shall be die cast Aluminum AA380 grade.
2. **ED. NOTE: FLOOR MOUNT STANDARDS** Standards shall be floor attached, designed to maintain a constant seat height to floor.
3. **ED. NOTE: RISER MOUNT STANDARDS** Standards shall be riser attached.
4. Cast Aluminum Standards shall be an integral aesthetic part of the chair's appearance and do not require the use of end panels.

G. Seat Hinges:

1. Seat hinges shall be fully contained within the seat pan and fitted with a pair of independent, permanently lubricated bearings.

2. Each of the independent seat hinges shall be fitted with double acting; self-centering, pre-loaded coiled seat return springs.
3. Seat hinge and spring installation shall be designed not to require periodic adjustment or lubrication.

H. Finish:

1. Finish for Steel / Aluminum Components: (Indoor) Material shall be pre-treated in an iron phosphate wash system prior to finish application. Finish shall be a specially blended polyester T.G.I.C./Epoxy powder coating with a minimum dry film thickness of 1.5 mils.
2. Injection molded polypropylene or nylon: Shall be pigmented, in one of manufacturers standard colors and have a textured surface.
3. Fabric: Upholstery material shall be 100% Marquesa Lana continuous filament Olefin yarn with one of manufacturer's standard fabric offerings.
4. Color: Shall be per manufacturer's standards. Seating Contractor shall submit color samples for owner's approval prior to manufacture.

ED. NOTE: COORDINATE FOLLOWING PARAGRAPHS WITH SELECTION MADE UNDER PRODUCT DESCRIPTION.

J. Armrests:

5. Armrests, Injection Molded Plastic: Armrests shall be of injection molded, textured polypropylene. Armrest to be secured to standard with concealed fasteners.
6. Armrests, Stained Hardwood: Armrests shall be solid hardwood without defects. All edges shall be eased for comfort. Armrest finish shall consist of a single coat of waterbase stain, followed by a sealer coat, scuff sanding, and a waterbase clear topcoat. Stain shall be selected from manufacturer's standard offerings. Armrest to be secured to standard with concealed fasteners.
7. Armrests, Painted Hardwood: Armrests shall be solid hardwood without defects. All edges shall be eased for comfort. Armrest finish shall consist of two coats of waterbase paint with scuff sanding between coats, followed by a waterbase clear top coat. Paint shall be selected from manufacturer's standard offerings. Armrest to be secured to standard with concealed fasteners.
8. Armrests, Upholstered: Armrests shall be tempered hardboard core with polyurethane foam padding and covered with matching upholstery fabric. Armrest to be secured to standard with concealed fasteners.

2.05 FASTENINGS

A. Chair Assembly

1. All welds shall be made at the factory by welders that are certified on the equipment and process used.
2. All structural connections shall be made with S.A.E. stress rated zinc plated or, black oxide steel bolts, washers and nuts.

B. Concrete Floor Attachment

1. Chair stanchions shall each be attached by means of two 1/4"[6mm] mechanical wedge anchors set in holes drilled to a minimum depth of 2"[50mm] in the concrete.
 - a. Wedge anchors shall be tested to ASTM E488 criteria and listed by ICBO and SBCCI. Wedge anchors feature a type 18-8 stainless steel split expansion ring and a threaded stud bolt body and integral cone expander, and a nut and washers. Stanchion shall be placed on the bolts, stanchions to be permanently secured with a flat washer, lock washer and nut.

B. Concrete Riser Attachment

1. Chair stanchions shall each be attached by means of two 3/8"[10mm] threaded rods secured into concrete with a fast curing acrylic adhesive. Adhesive and rods are set in holes drilled to a minimum depth of 2 1/2"[64mm] in the concrete.
2. Threaded rods shall be of approved type with zinc-plate finish or made of stainless steel to suit environmental conditions.
3. Acrylic Adhesive shall be in conformance with ASTM Type IV, Grade 3, and covered by ICBO evaluation.
4. Stanchion to be placed on the bolts, stanchions to be permanently secured with a flat washer, lock washer and nut.

C. Wood Floor Attachment.

1. Chair standards shall each be attached by means of four (4) 1/4 inch [6mm] x 1 3/4 inch [44mm] lag screws and flat washer set in holes drilled to a depth of not less than 1 1/2 inches [38mm] in the wood.

2.06 ACCESSORIES

ED. NOTE: SELECT ACCESSORIES, AS REQUIRED. CUPHOLDERS, END PANELS, AISLE LIGHTS, TABLETS, CHAIR NUMBERS, ROW LETTERS AND DONOR PLATES HAVE MULTIPLE SELECTIONS.

- A. Cupholder Armrest, Plastic: Armrest with integral molded cupholder made of injection molded nylon with textured plastic arm surface.
- B. Cupholder Armrest, Upholstered: Armrest with integral molded cupholder made of injection-molded nylon with an upholstered armrest surface.
- C. Cupholder Armrest, Solid Hardwood: Armrest with integral molded cupholder made of injection-molded nylon with a solid hardwood armrest surface.
- D. Armrest, Easy Access: Armrest shall hinge on end standards to allow easy access for disabled patrons. Swing-up end arms shall be provided for one percent of fixed seating capacity to meet the Americans with Disabilities Act (ADA). Each accessible chair shall include the universal handicap symbol on the end aisle standard for clear identification.
- E. Standard, Armless: Aisle end stanchion shall have armrest removed and replaced with an injection molded plastic cover to hide back mounting hardware. Armless stanchions allow easy access for disabled patrons. Armless end stanchions shall be provided for one percent of fixed seating capacity to meet the Americans with Disabilities Act (ADA). Each accessible chair shall include the universal handicap symbol on the aisle standard for clear identification and is located in a vandal resistant recess and is secured with adhesive.
- F. End Panels, Plastic Laminate: End panels to be 1/2"[13mm] MDF, finished with laminated plastic. End panels to be furnished per Plan of Seating.
- G. End Panels, Veneer: End panels to be 1/2"[13mm] MDF, finished with wood veneer. End panels to be furnished per Plan of Seating.
- H. End Panels, Upholstered: End panels to be 1/2"[13mm] MDF, with upholstered finish. End panels to be furnished per Plan of Seating.
- I. Standard Chair Numbers: Black text with gray background on a 23/32" x 2 7/32" [18.5mm x 56.5mm] elliptical Lexan plate. Plate fitted in a vandal resistant recess located in rear of armrest and secured with adhesive.
- J. Aluminum Chair Numbers: Black text with gray background on a 23/32" x 2 7/32" [18.5mm x 56.5mm] elliptical aluminum plate. Plate fitted in a vandal resistant recess located in rear of armrest and secured with two aluminum pop rivets.
- K. ECOGLO Chair Numbers: Black text with pale green background on a 23/32" x 2 7/32" [18.5mm x 56.5mm] elliptical Aluminum plate with photo luminous coating. Plate fitted in vandal resistant recess located in front edge of seat pan and secured with two aluminum pop rivets.
- L. Standard Row Letters: Black text with gray background on a 23/32" x 2 7/32" [18.5mm x 56.5mm] elliptical Lexan plate. Plate fitted in a vandal resistant recess located in rear of armrest and secured with adhesive.
- M. Aluminum Row Letters: Black text with gray background on a 23/32" x 2 7/32" [18.5mm x 56.5mm] elliptical aluminum plate. Plate fitted in a vandal resistant recess located in rear of armrest and secured with aluminum pop rivets.

- N. ECOGLO Row Letters: Black text with pale green background on a 23/32" x 2 7/32" [18.5mm x 56.5mm] elliptical Aluminum plate with photo luminous coating. Plate fitted in a vandal resistant recess located in rear of armrest and secured with two aluminum pop rivets.
- O. Donor Plate: 7/8" x 3" [22mm x 76mm] oval shaped Brass plate. Plate fitted in a vandal resistant recess located in the front of armrest and.
- P. ECOGLO Donor Plate: 7/8" x 3" [22mm x 76mm] oval shaped Aluminum plate with pale green photo luminous coating. Plate fitted in a vandal resistant recess located in the front of armrest and secured with adhesive.
- Q. T1 Folding Tablet Arm: Tablet arm to be 11 3/4" x 10 1/4" [298mm x 260mm] square with rounded corners. Top and bottom surfaces to be high pressure laminate over solid core plywood. Tablet arm to store within users' chair beneath the armrest.
- R. T2 Folding Laptop Tablet Arm: Tablet arm to be 18 7/8" x 15 3/4" [480mm x 400mm] square with rounded corners. Top and bottom surfaces to be high pressure laminate over solid core plywood. Tablet arm to store within users' chair beneath the seat.
- S. T2m Folding Laptop Tablet Arm for reduced row spacing: Tablet arm to be 18 7/8" x 12 1/2" [480mm x 320mm] square with rounded corners. Top and bottom surfaces to be high pressure laminate over solid core plywood. Tablet arm to store within users' chair beneath the seat.
- T. Cast Logo: Logo to be 6" [150mm] circle and manufactured of die-cast aluminum or zinc. Logo secured to the stanchion with tamper-proof hardware.
- U. Graphic Logo: Logo to be 6" [150mm] circle and manufactured of 0.5mm thick vinyl. Logo secured to the stanchion with self-adhesive backing.
- V. Quick-Link System : Power or Power and Data connections integrated into the design of the chair with the ability to be added at a later date without disassembly to existing chairs.
- W. Removable Chairs: Provide chairs to be floor mounted and ganged in groups of one, two, or three chair units for easy removal. Chair standards shall be mounted to a painted steel skid base. Skid base with chairs shall be easily removed from the concrete floor by means of flush mounted internally threaded expansion anchors positioned under each leg of the skid. When removed, the anchor holes are filled by flat head bolts to provide a flat surface and prevent dirt and debris from entering.
- X. Aisle Lights: Aisle lights will operate from 24 volts (low voltage) requiring a transformer system (supplied by Hussey). "Low Voltage Luminaire" electrical system approved by Underwriters Laboratories Inc. Aisle lights to be mounted onto end panel or aisle standard and will be furnished with cover as an integral part of the chair standard.
- Y. Worship Organizer I: Provide a durable organizer capable of holding a worship book(s). The design shall include additional compartments for convenient storage of other items such as communion cups, pamphlets, envelopes and pens. The organizer shall mount securely to the rear of the chair back or pew in a manner so it will not project into the aisle space. Include as an option the ability to add a custom message or symbol in a visible location on the organizer.

Z. Worship Organizer II: Provide a durable organizer with compartments for holding pen/pencils, communion cups, envelopes and pamphlets. The organizer shall mount securely to the rear of the chair back or pew in a manner so it will not project into the aisle space. Include as an option the ability to add a custom message or symbol in a visible location on the organizer.

AA. Custom Wood Pew End: Provide a decorative wood panel at the end of each row of chairs to create the appearance of traditional pew seating along the sides of the aisle. Design shall conceal the chair supports and fasteners without impeding on the egress space between seating rows. Include as an option the ability to add a custom shape or symbol on the aisle side of the panel.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify areas to receive fixed upholstered chair seating are free of impediments interfering with installation and condition of installation substrates are acceptable to receive audience seats in accordance with seating manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

3.02 INSTALLATION

A. Manufacturer's Recommendations: Comply with seating manufacturer's recommendations for product installation requirements.

B. General: Install fixed upholstered chair system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of seating and for permanent attachment to adjoining construction.

3.03 ADJUSTMENT AND CLEANING

A. Adjustment: After installation completion, all equipment is to be adjusted for smooth and proper operation.

B. Cleaning: Clean work area and remove debris from site.

3.04 PROTECTION

A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure audience seats are without damage or deterioration at time of substantial completion.

END OF SECTION

INVITATION FOR BIDS
AUDITORIUM SEATING EQUIPMENT AND SUPPLIES
BID #21-373

Seating Specification Irwin Seating Company

This specification may change without notice. Please contact the factory to insure it is current.

Model: 1.14.56.8 Crusader

Part 1: General Specifications

- 1.01 Scope:**
Deliver and install fixed auditorium/theatre chairs with plywood seat and back, and aisle and center standards, all as specified, floor mounted, with self-lifting seat which raises automatically to a uniform $\frac{3}{4}$ fold position.
- 1.02 ADA:**
Comply with ADA (Americans with Disabilities Act) Rules and Regulations.
- 1.03 Sizes:**
Varying lateral sizes of backs shall be used in accordance with approved seating plans, with standards in each row spaced laterally so that the end standards shall be in alignment from first to last row whether aisles are of constant or converging width.
- 1.04 Shop Drawings:**
Submit a complete seating plan developed from the contract drawings, showing all chairs, sizes, and aisle widths. Assume complete responsibility for the accuracy of all chair measurements shown on the seating plan.
- 1.05 Examination & Acceptance of Work in Place:**
Examine work in place on which seating work is dependent. Defects which may influence satisfactory completion and performance of seating work shall be corrected in accordance with the requirements of the applicable section of work prior to commencement of seating work.
- 1.06 Field Measurements:**
Take field measurements to verify or supplement dimensions indicated. Be responsible for accurate fit of work.
- 1.07 Materials and Workmanship:**
- a. Provide new materials of types specified.
 - b. Turn over all work to the owner in undamaged condition.
 - c. Provide workmanship of the best quality by craftsmen skilled in their respective trades.
- 1.08 Quality Assurance:**

To assure high and satisfactory quality, design, color and operation of products, reference has been made to brand names; however, it is not intended to limit competition and items of brands that are equal will be given full consideration.

Base Specification:	
Specified	Fixed Chair
Irwin Seating Company	1.14.56.8 Crusader

1.09 Responsibility of Bidder:

The bidder must provide the following with his bid:

Bidder shall submit a list of five (5) seating projects of similar size which have been in service for 5 years or longer. Projects submitted shall incorporate chairs with seats, backs and standards consistent with those offered on this project.

1.10 Delivery:

Deliver the seating at a proper time for installation that will not interfere with other trades operating in the building. Bid seating for installation and completion in as directed by owner after that date.

1.11 Warranty:

- a. Provide a manufacturer's warranty covering the material and workmanship for a period of one year from date of final acceptance.
- b. Repair or replace any part which becomes defective during the warranty period, except where the product has been subject to accident, alterations, abuse, misuse or neglect.

Part 2: Material Specifications

2.01 Steel:

Steel shall be the primary structural material for chair support systems, including aisle and center standards, and back component attachment. Steel structural components shall be die-formed according to modern manufacturing methods, and assembled by means of state-of-the-art MIG welding processes. All steel shall have smooth surfaces and be of sufficient gauge thickness and designed to withstand strains of normal use.

2.02 Wood:

Plywood, exposed or concealed, shall be hardwood. All plywood shall be hot press laminated using high frequency process. Interior plies shall be Class 3 or better. Exposed exterior plies shall be Class 1, continuous, and selected as to color. Solid hardwood shall be clear and selected by color. All exposed hardwood shall be solid northern-grown maple, and veneer shall be rotary cut, Grade A, #1 white, maple. Medium Density Fiberboard shall be resin bonded of wood particles, 5/8" minimum thickness, 45 lb./cu. ft. density.

2.03 Plastic Components:

- a. Not Applicable

2.04 Padding Material:

Seat and back padding material shall be of new (prime manufacture) polyurethane foam. Padding material shall comply with the flammability requirements outlined in the California Technical Information Bulletin #117, Resilient Cellular Materials, Section A & D, dated February 1975, when tested in accordance with Federal Test Method Standard 191, Method 5903.2.

2.05**Fabric:**

A specification for upholstered chairs is expected to contain a description of upholstery fabric required; otherwise the seating contractor must base a bid on their own choice. A wide variety of upholstery materials are available from a multitude of sources. Designer has great discretion in the fabric to be used. It is recommended that auditorium chair upholstery fabrics offer resistance to abrasion, stretch, seam failure when sewn, crocking, and allow finished chairs to have a reasonable cost. Further, it is required that fabric shall meet Class 1 flammability requirements of the U.S. Department of Commerce Commercial Standard 191-53 per Bulletin #117 (California Code).

2.06**Finish:****a. Metal Parts:**

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 bonderization 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.

b. Wood Parts:

All exposed surfaces shall be stained to color selected and coated with lacquer of sufficient film depth to afford wear resistance of institutional quality and oven baked.

c. Plastic Parts:

Color of plastic shall be selected from manufacturer's standard color range.

d. Hardware:

All assembly hardware shall be rust resistant, black plated.

Part 3: Construction**3.01****Plywood Veneer Backs:**

Backs shall be of 7-ply, symmetrical, cross banded, hot press glued construction, having a thickness of not less than 7/16". All plies shall be hardwood, and face plies shall be vertical-grain, continuous, and selected as to quality and color. Back shall have a true lateral radius of not more than 20 inches on the front face. All edges shall be sanded smooth and finished. Overall length of the back measured at the center line shall be 20" +/- 1/4". The back wings for attaching the complete back to the standards shall be not less than 14 gauge steel, securely riveted to the back, and shall have provision for 16 degree or 20 degree pitch.

3.02**Plywood Self-Lifting Seats:**

Seats shall be rugged hardwood plywood contoured to fit the form of the seated individual, providing a crown to support the mid-thighs, while curving downward at the front to very gently support the Popliteal area. Seats shall be supported by sturdy formed steel seat-lift arms, and shall automatically self-lift to a three-quarter safety fold position when unoccupied; positioning the uplifted seat within the envelope of the chair armrests. The seats shall be certified to withstand a front-of-seat 600-pound static load, laterally distributed 3" from the leading edge of seat. The seat shall also be certified to pass a 100,000 cycle seat oscillation test, ASTM Designation F851-87 Standard Test Method for Self-Rising Seat Mechanisms.

- a. Seats shall be fabricated of 7-ply of 1/16" thick hardwood veneer, symmetrical cross-banded construction, with maple veneer top and bottom exposed surfaces, and formed to fit the contour of the seated human form. All edges of the seats shall be sanded smooth and lacquer finished. The rear edge of seat shall be shaped to conform with the curvature of the back.
- b. Self-lifting seat support arms shall be constructed of deep-formed steel for superior strength, and shall be through-bolted to the plywood seat with bolts having bright-plated exposed decorative heads. Seat uplift shall be accomplished automatically by means of a thoroughly tested and certified spring uplift system with cushioned upstops and downstops. Seat-lifting system shall cause seat to quietly and automatically rise to a 3/4 fold position when unoccupied, and store within the envelope created by the chair armrests. Seat support arms shall be formed and MIG-welded 12 ga. (0.105") steel providing an unobtrusive hinge and uplift mechanism.

3.03

Standards:

a. Aisle Standards:

Aisle standards shall be of modern pedestal design with the rectangular decorator panels approximately 11-1/2" x 17-1/2" with radiused bottom corners. Aisle panels shall be constructed of medium density fiberboard (MDF), surfaced with wood veneer, stained as required and attached to a formed, 14 gauge (0.0747") steel panel that is welded to the column. Structure of the aisle standards shall be provided by 1" x 3" rectangular columns of 14 gauge (.0747) steel. The top of the column shall be provided with two formed steel dovetail lugs for secure attachment of the armrests. Brackets for seat attachment shall be 7 gauge (.1875") buttressed steel welded on the inside of the standard.

b. Center standards shall be of welded steel, modern pedestal design, fabricated of 14 gauge (.0747") steel to a 1" x 3" rectangular column. Brackets for seat support shall be 7 gauge (.1875") steel for superior strength, formed with an integral support buttress, and wing plates for mounting backs shall be 14 ga. (.0747") steel; both MIG-welded to the pedestal column to form a coherent unit. The top of the column shall be provided with two formed steel dovetails for secure attachment of the armrests.

c. Floor mounted standards shall be provided with a formed 14 gauge (.0747) steel foot welded to the bottom of the rectangular column. This weldment shall be at all critical stress areas 360 degrees around the column, and concealed on the inside so as not to detract from clean appearance of the column. The foot dimension shall be 8" x 2-3/4" to provide maximum bearing surface to the floor. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.

3.04

Armrests:

Armrests shall be solid hardwood with all edges well rounded. Armrests shall be furnished with two (2) keyhole slots in the bottom and shall lock securely to dovetail lugs provided on aisle and center standards. Further, one (1) security screw shall be utilized.

3.05

Handicapped Access Aisle Standards:

Aisle standards designated on the contract drawings shall be designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard support column shall be inclined toward the rear by approximately 16 degrees, and shall be equipped with an armrest capable of lifting to a position parallel with the chair

back, 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.

Part 4: Execution

4.01 Scope of Work:

The installation shall be performed by the successful bidder, under the direction of a capable installation superintendent, in a manner satisfactory to the architect, and the job turned over to the owner with all chairs complete and ready to use.

4.02 Method of Installation:

The seating plan shall be reproduced on the floor, all dimensions checked against the plan and necessary adjustments made in the layout for all discrepancies.

Chairs shall be attached by means of an approved style of wedge-type, zinc plated expansion anchors installed strictly according to the manufacturers' instructions. Floor mount chairs shall be attached with 1/4" expansion anchors by not less than 2-1/4" long. There shall be two (2) bolts per standard.

4.03 Cleaning:

Remove all debris caused by this work from the premises.

INVITATION FOR BIDS
AUDITORIUM SEATING EQUIPMENT AND SUPPLIES

BID #21-373

Seating Specification Irwin Seating Company

Model: 4.12.56.8 Citation

Part 1: General Specifications

- 1.01 Scope:**
Deliver and install fixed upholstered chairs with upholstered seat and back, and aisle and center standards, all as specified, floor mounted, with self-lifting seat which raises automatically to a uniform 3/4 fold position.
- 1.02 ADA:**
Comply with ADA (Americans with Disabilities Act) Rules and Regulations.
- 1.03 Sizes:**
Varying lateral sizes of backs shall be used in accordance with approved seating plans, with standards in each row spaced laterally so that the end standards shall be in alignment from first to last row whether aisles are of constant or converging width.
- 1.04 Shop Drawings:**
Submit a complete seating plan developed from the contract drawings, showing all chairs, sizes, and aisle widths. Assume complete responsibility for the accuracy of all chair measurements shown on the seating plan.
- 1.05 Examination & Acceptance of Work in Place:**
Examine work in place on which seating work is dependent. Defects which may influence satisfactory completion and performance of seating work shall be corrected in accordance with the requirements of the applicable section of work prior to commencement of seating work.
- 1.06 Field Measurements:**
Take field measurements to verify or supplement dimensions indicated. Be responsible for accurate fit of work.
- 1.07 Materials and Workmanship:**
- a. Provide new materials of types specified.
 - b. Turn over all work to the owner in undamaged condition.
 - c. Provide workmanship of the best quality by craftsmen skilled in their respective trades.
- 1.08 Fire Performance Characteristics of Upholstered Seating:**
Chairs provided shall have been certified as meeting the flammability requirements of California Technical Bulletin No. 133, Flammability Test Procedure for Seating

Furniture for Use in Public Occupancies, developed by the California Bureau of Home Furnishings and Thermal Insulation.

1.09 Quality Assurance:

To assure high and satisfactory quality, design, color and operation of products, reference has been made to brand names; however, it is not intended to limit competition and items of brands that are equal will be given full consideration.

Base Specification: Specified Irwin Seating Company	Fixed Chair Irwin Seating 4.12.56.8 Citation
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1.10 Responsibility of Bidder:

The bidder must provide the following with his bid:

Bidder shall submit a list of five (5) seating projects of similar size which have been in service for 5 years or longer. Projects submitted shall incorporate chairs with seats, backs and standards consistent with those offered on this project.

1.11 Delivery:

Deliver the seating at a proper time for installation that will not interfere with other trades operating in the building. Bid seating for installation and completion as directed by owner after that date.

1.12 Warranty:

- a. Provide a manufacturer's warranty covering the material and workmanship for a period of one year from date of final acceptance.
- b. Repair or replace any part which becomes defective during the warranty period, except where the product has been subject to accident, alterations, abuse, misuse or neglect.

Part 2: Material Specifications

2.01 Steel:

Steel shall be the primary structural material for chair support systems, including aisle and center standards, and back component attachment. Steel structural components shall be die-formed according to modern manufacturing methods, and assembled by means of state-of-the-art MIG welding processes. All steel shall have smooth surfaces and be of sufficient gauge thickness and designed to withstand strains of normal use.

2.02 Wood:

All plywood shall be hardwood, hot press laminated using high frequency processes. Interior plies shall be Class 3 or better. All exposed, solid northern grown maple shall be clear and selected by color. Medium Density Fiberboard shall be resin bonded of wood particles, 5/8" minimum thickness, 45 lb./cu. ft. density.

2.03 Plastic Components:

- a. Injection molded structural plastic shall be one-piece, high impact resistant, 25% glass-filled polypropylene with built-in ultra-violet light inhibitors to retard fading.
- b. Injection molded decorative plastic shall be one-piece, high impact, linear polyethylene with built-in ultra-violet light inhibitors to retard fading.
- c. Plastic laminate shall be minimum 0.030 inch thickness, composed of a core of

kraft papers impregnated with phenolic resins, a decorative surface sheet, and overlay sheet containing melamine. Layers are fused together under pressures in excess of 1000 PSI, and temperatures over 275 degrees. Plastic laminate shall meet or exceed performance standards as established by N.E.M.A.

- d. Plastic shall have a maximum burn rate of 1" per minute when tested in accordance with ASTM D635, or Department of Transportation Motor Vehicle Safety Standard No. 302.

2.04 Padding Material:

Seat and back padding material shall be of new (prime manufacture) polyurethane foam. Padding material shall comply with the flammability requirements outlined in the California Technical Information Bulletin #117, Resilient Cellular Materials, Section A & D, dated February 1975, when tested in accordance with Federal Test Method Standard 191, Method 5903.2.

2.05 Fabric:

A specification for upholstered chairs is expected to contain a description of upholstery fabric required; otherwise the seating contractor must base a bid on their own choice. A wide variety of upholstery materials are available from a multitude of sources. Designer has great discretion in the fabric to be used. It is recommended that auditorium chair upholstery fabrics offer resistance to abrasion, stretch, seam failure when sewn, crocking, and allow finished chairs to have a reasonable cost. Further, it is required that fabric shall meet Class 1 flammability requirements of the U.S. Department of Commerce Commercial Standard 191-53 per Bulletin #117 (California Code).

2.06 Finish:

a. Metal Parts:

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 bonderization 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.

b. Wood Parts:

All exposed surfaces shall be stained to color selected and coated with lacquer of sufficient film depth to afford wear resistance of institutional quality and oven baked.

c. Plastic Parts:

Color of plastic shall be selected from manufacturer's standard color range.

d. Hardware:

All assembly hardware shall be rust resistant, black plated.

Part 3: Construction

3.01 Upholstered Chair Backs:

Backs shall be regular rectangular shaped, padded and upholstered on their face, with a one-piece injection molded plastic rear panel, and shall extend to a nominal 32" above finished floor. Structure of the back component shall be provided by a 7/16" thick, 5-ply hardwood inner panel, which shall serve as a foundation for the

upholstery. The face of the back shall be upholstered over a 2 inch thick polyurethane foam pad. The polyfoam pad shall be securely cemented to the plywood inner panel and the upholstery fabric shall be securely fastened to the hardwood inner panel by means of upholstery staples to facilitate ease of re-upholstering. The outer 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 26" in length, extending below the seat level to protect the seat cushion. There shall be no exposed screws above the armrests. Back wings for attaching the back to the standards shall be not less than 14 gauge (.0747") steel, secured to the inner panel by through-bolting via four (4) machine screws and threaded steel washers. Back wings shall provide for 16 degree, 20 degree, or 24 degree pitch of back.

3.02 Upholstered Self-Lifting Seat:

Seats shall be upholstered on their face with serpentine spring cushions supported by a structural, injection molded polypropylene foundation, and shall be quietly and automatically self-lifting to a 3/4 fold position when unoccupied. Seats shall be certified through routine testing during manufacturing to pass seat cycle oscillation, ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism, and 600 lb. static load to front of seat.

- a. The seat cushion shall have a base structure of five serpentine springs spanning a structural, injection molded, glass-filled polypropylene frame. Serpentine arch springs spanning the frame shall be isolated from the polyurethane foam cushion by a tough, durable, non-woven, non-vegetable chafing barrier integrally molded with the cushion. The seat cushion shall have an extended front, high resilient polyurethane foam pad, molded to the contour of the springs on the bottom and providing a flat surface on the top of the cushion with a crisp, waterfall leading edge. Height of the cushion at the front edge shall be consistent at approximately 3-1/2" above the foundation. The specified fabric, carefully tailored, shall be of panel-side construction, secured around the perimeter of the cushion frame by means of a drawstring and staples. The seat cushion assembly shall be securely locked to the seat foundation, preventing unauthorized removal; but facilitating convenient removal by trained maintenance personnel.
- b. Seat foundation shall be 25% glass-filled, injection molded polypropylene, strengthened by deep internal ribs and gussets, completely enclosing the self-lifting hinge mechanism, and providing an attractive, decorative bottom surface for the seat. Bolted attachment of the seat component to the chair structure shall be concealed by a color-coordinated plastic cap to present a finished, refined appearance. Bottom decorative surface shall be textured matching other plastic components in color.
- c. When unoccupied, the seat shall quietly and automatically rise to a 3/4 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, structural, glass-filled nylon hinge rods in internally molded channels with integral downstops for exceptional strength. Seat-lift shall be accomplished by compression springs and lubricated plastic cams, providing quiet gentle seat uplift. Downstops and upstops shall be non-metallic, eliminating plangent noise and providing quiet operation.

3.03 Standards:

- a. Aisle standards shall be of modern pedestal design with the rectangular decorator panels approximately 11-1/2" x 17-1/2" with radiused bottom corners. Aisle panels shall be constructed of medium density fiberboard (MDF), surfaced with plastic

laminate specified and attached to a formed, 14 gauge (0.0747") steel panel that is welded to the column. Structure of the aisle standards shall be provided by 1" x 3" rectangular columns of 14 gauge (.0747) steel. The top of the column shall be provided with two formed steel dovetail lugs for secure attachment of the armrests. Brackets for seat attachment shall be 7 gauge (.1875") buttressed steel welded on the inside of the standard.

- b. Center standards shall be of welded steel, modern pedestal design, fabricated of 14 gauge (.0747") steel to a 1" x 3" rectangular column. Brackets for seat support shall be 7 gauge (.1875") steel for superior strength, formed with an integral support buttress, and wing plates for mounting backs shall be 14 ga. (.0747") steel; both MIG-welded to the pedestal column to form a coherent unit. The top of the column shall be provided with two formed steel dovetails for secure attachment of the armrests.
- c. Floor mounted standards shall be provided with a formed 14 gauge (.0747) steel foot welded to the bottom of the rectangular column. This weldment shall be at all critical stress areas 360 degrees around the column, and concealed on the inside so as not to detract from clean appearance of the column. The foot dimension shall be 8" x 2-3/4" to provide maximum bearing surface to the floor. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.

3.04 Armrests:

Armrests shall be provided for each center standard and aisle standard, and shall be injection molded semi-rigid polypropylene plastic. Armrests shall be a comfortable 3" minimum width, and shall extend beyond the support apparatus sufficiently to provide a 3-1/2" diameter receptacle drink containers. Cup receptacle shall be sized to receive and support a concession cup or drink container of standard sizes, as well as having an "X" bottom to contain parallel-sided containers. Armrests shall be solidly attached to steel standards by means of through bolts secured to steel threaded washers in such a way as to conceal all fastening from normal view, and prevent unauthorized removal.

3.05 Handicapped Access Aisle Standards:

Aisle standards designated on the contract drawings shall be designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard support column shall be inclined toward the rear by approximately 16 degrees, and shall be equipped with an armrest capable of lifting to a position parallel with the chair back, 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.

Part 4: Execution

4.01 Scope of Work:

The installation shall be performed by the successful bidder, under the direction of a capable installation superintendent, in a manner satisfactory to the architect, and the job turned over to the owner with all chairs complete and ready to use.

4.02 Method of Installation:

The seating plan shall be reproduced on the floor, all dimensions checked against the plan and necessary adjustments made in the layout for all discrepancies.

Chairs shall be attached by means of an approved style of wedge-type, zinc plated

expansion anchors installed strictly according to the manufacturers' instructions. Floor mount chairs shall be attached with 1/4" expansion anchors by not less than 2-1/4" long. There shall be two (2) bolts per standard.

4.03

Cleaning:

Remove all debris caused by this work from the premises.

INVITATION FOR BIDS
AUDITORIUM SEATING EQUIPMENT AND SUPPLIES
BID #21-373

Seating Specification Irwin Seating Company

Model: 4.12.73.8 Citation

Part 1: General Specifications

- 1.01 Scope:**
Deliver and install fixed upholstered chairs with upholstered seat and back, and aisle and center standards, all as specified, floor mounted, with self-lifting seat which raises automatically to a uniform 3/4 fold position.
- 1.02 ADA:**
Comply with ADA (Americans with Disabilities Act) Rules and Regulations.
- 1.03 Sizes:**
Varying lateral sizes of backs shall be used in accordance with approved seating plans, with standards in each row spaced laterally so that the end standards shall be in alignment from first to last row whether aisles are of constant or converging width.
- 1.04 Shop Drawings:**
Submit a complete seating plan developed from the contract drawings, showing all chairs, sizes, and aisle widths. Assume complete responsibility for the accuracy of all chair measurements shown on the seating plan.
- 1.05 Examination & Acceptance of Work in Place:**
Examine work in place on which seating work is dependent. Defects which may influence satisfactory completion and performance of seating work shall be corrected in accordance with the requirements of the applicable section of work prior to commencement of seating work.
- 1.06 Field Measurements:**
Take field measurements to verify or supplement dimensions indicated. Be responsible for accurate fit of work.
- 1.07 Materials and Workmanship:**
- a. Provide new materials of types specified.
 - b. Turn over all work to the owner in undamaged condition.
 - c. Provide workmanship of the best quality by craftsmen skilled in their respective trades.
- 1.08 Fire Performance Characteristics of Upholstered Seating:**
Chairs provided shall have been certified as meeting the flammability requirements of California Technical Bulletin No. 133, Flammability Test Procedure for Seating Furniture for Use in Public Occupancies, developed by the California Bureau of Home Furnishings and Thermal Insulation.

1.09

Quality Assurance:

To assure high and satisfactory quality, design, color and operation of products, reference has been made to brand names; however, it is not intended to limit competition and items of brands that are equal will be given full consideration.

Base Specification:

Specified

Irwin Seating Company

Fixed Chair

Irwin Seating 4.12.73.8 Citation

1.10

Responsibility of Bidder:

The bidder must provide the following with his bid:

Bidder shall submit a list of five (5) seating projects of similar size which have been in service for 5 years or longer. Projects submitted shall incorporate chairs with seats, backs and standards consistent with those offered on this project.

1.11

Delivery:

Deliver the seating at a proper time for installation that will not interfere with other trades operating in the building. Bid seating for installation and completion as directed by owner after that date.

1.12

Warranty:

- a. Provide a manufacturer's warranty covering the material and workmanship for a period of one year from date of final acceptance.
- b. Repair or replace any part which becomes defective during the warranty period, except where the product has been subject to accident, alterations, abuse, misuse or neglect.

Part 2: Material Specifications

2.01

Steel:

Steel shall be the primary structural material for chair support systems, including aisle and center standards, and back component attachment. Steel structural components shall be die-formed according to modern manufacturing methods, and assembled by means of state-of-the-art MIG welding processes. All steel shall have smooth surfaces and be of sufficient gauge thickness and designed to withstand strains of normal use.

2.02

Wood:

All plywood shall be hardwood, hot press laminated using high frequency processes. Interior plies shall be Class 3 or better. All exposed, solid northern grown maple shall be clear and selected by color. Medium Density Fiberboard shall be resin bonded of wood particles, 5/8" minimum thickness, 45 lb./cu. ft. density.

2.03

Plastic Components:

- a. Injection molded structural plastic shall be one-piece, high impact resistant, 25% glass-filled polypropylene with built-in ultra-violet light inhibitors to retard fading.
- b. Injection molded decorative plastic shall be one-piece, high impact, linear polyethylene with built-in ultra-violet light inhibitors to retard fading.
- c. Plastic laminate shall be minimum 0.030 inch thickness, composed of a core of kraft papers impregnated with phenolic resins, a decorative surface sheet, and overlay sheet containing melamine. Layers are fused together under pressures in

excess of 1000 PSI, and temperatures over 275 degrees. Plastic laminate shall meet or exceed performance standards as established by N.E.M.A.

- d. Plastic shall have a maximum burn rate of 1" per minute when tested in accordance with ASTM D635, or Department of Transportation Motor Vehicle Safety Standard No. 302.

2.04 Padding Material:

Seat and back padding material shall be of new (prime manufacture) polyurethane foam. Padding material shall comply with the flammability requirements outlined in the California Technical Information Bulletin #117, Resilient Cellular Materials, Section A & D, dated February 1975, when tested in accordance with Federal Test Method Standard 191, Method 5903.2.

2.05 Fabric:

A specification for upholstered chairs is expected to contain a description of upholstery fabric required; otherwise the seating contractor must base a bid on their own choice. A wide variety of upholstery materials are available from a multitude of sources. Designer has great discretion in the fabric to be used. It is recommended that auditorium chair upholstery fabrics offer resistance to abrasion, stretch, seam failure when sewn, crocking, and allow finished chairs to have a reasonable cost. Further, it is required that fabric shall meet Class 1 flammability requirements of the U.S. Department of Commerce Commercial Standard 191-53 per Bulletin #117 (California Code).

2.06 Finish:

a. Metal Parts:

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 bonderization 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.

b. Wood Parts:

All exposed surfaces shall be stained to color selected and coated with lacquer of sufficient film depth to afford wear resistance of institutional quality and oven baked.

c. Plastic Parts:

Color of plastic shall be selected from manufacturer's standard color range.

d. Hardware:

All assembly hardware shall be rust resistant, black plated.

Part 3: Construction

3.01 Upholstered Chair Backs:

Backs shall be regular rectangular shaped, padded and upholstered on their face, with a one-piece injection molded plastic rear panel, and shall extend to a nominal 32" above finished floor. Structure of the back component shall be provided by a 7/16" thick, 5-ply hardwood inner panel, which shall serve as a foundation for the upholstery. The face of the back shall be upholstered over a 2 inch thick polyurethane foam pad. The polyfoam pad shall be securely cemented to the plywood inner panel and the upholstery fabric shall be securely fastened to the

hardwood inner panel by means of upholstery staples to facilitate ease of re-upholstering. The outer 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 26" in length, extending below the seat level to protect the seat cushion. There shall be no exposed screws above the armrests. Back wings for attaching the back to the standards shall be not less than 14 gauge (.0747") steel, secured to the inner panel by though-bolting via four (4) machine screws and threaded steel washers. Back wings shall provide for 16 degree, 20 degree, or 24 degree pitch of back.

3.02 Upholstered Self-Lifting Seat:

Seats shall be padded and upholstered on their top surface with an ergonomically correct firm support system to provide exceptional comfort for the seated individual. Seat foundation shall be structural, injection molded polypropylene, and shall be quietly and automatically self-lifting to a 3/4 fold position when unoccupied. Seats shall be certified through routine testing during manufacturing to pass seat cycle oscillation, ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism, and 600 lb. static load to front of seat.

- a. The seat cushions shall have a base structure of properly contoured, rigid polypropylene, and shall have 3" thick individually molded polyurethane foam pads with the specified fabric, carefully tailored, and of panel-side construction, secured around the perimeter of the cushion frame by means of a drawstring and staples. Pads shall be individually molded, high resilient polyurethane foam conforming to the base structure on the bottom, and flat across the top, and shall have an extended, rounded front. The seat cushion assembly shall be securely locked to the seat foundation, preventing unauthorized removal; but facilitating convenient removal by trained maintenance personnel.
- b. Seat foundation shall be 25% glass-filled, injection molded polypropylene, strengthened by deep internal ribs and gussets, completely enclosing the self-lifting hinge mechanism, and providing an attractive, decorative bottom surface for the seat. Bolted attachment of the seat component to the chair structure shall be concealed by a color-coordinated plastic cap to present a finished, refined appearance. Bottom decorative surface shall be textured matching other plastic components in color.
- c. When unoccupied, the seat shall quietly and automatically rise to a 3/4 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, structural, glass-filled nylon hinge rods in internally molded channels with integral downstops for exceptional strength. Seat-lift shall be accomplished by compression springs and lubricated plastic cams, providing quiet gentle seat uplift. Downstops and upstops shall be non-metallic, eliminating plangent noise and providing quiet operation.

3.03 Standards:

a. Aisle Standards:

Aisle standards shall provide a rectangular decorative surface at aisle ends, extending uninterrupted from floor to armrest, approximately 10" wide. Support structure shall be formed of 16 gauge (.0598") steel with the sides formed into "C" channels, providing containment for the inner panels, and overlapping the front decorator panel by 1/4" on each vertical side. A decorator panel fabricated of medium density fiberboard (MDF) and surfaced with specified plastic laminate shall be inserted into the steel frame. The decorator panel shall be held securely in position by spring clips. The top of the column shall be provided with two

formed steel dovetail lugs for secure attachment of the armrest. Brackets for seat attachment shall be 7 gauge (.1875") buttressed steel welded on the inside of the standard. Standards shall be machined to the appropriate floor incline to maintain proper seat and back height and angle. Heavy 12 gauge (.1046) attaching feet shall be securely welded to the standard to provide for attachment to the floor. The steel foot shall allow for severe tightening and shock without fracture.

- b. Center standards shall be of welded steel, modern pedestal design, fabricated of 14 gauge (.0747") steel to a 1" x 3" rectangular column. Brackets for seat support shall be 7 gauge (.1875") steel for superior strength, formed with an integral support buttress, and wing plates for mounting backs shall be 14 ga. (.0747") steel; both MIG-welded to the pedestal column to form a coherent unit. The top of the column shall be provided with two formed steel dovetails for secure attachment of the armrests.
- c. Floor mounted standards shall be provided with a formed 14 gauge (.0747) steel foot welded to the bottom of the rectangular column. This weldment shall be at all critical stress areas 360 degrees around the column, and concealed on the inside so as not to detract from clean appearance of the column. The foot dimension shall be 8" x 2-3/4" to provide maximum bearing surface to the floor. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.

3.04 Armrests:

Armrests shall be solid hardwood with all upper edges well rounded to a minimum 1/2" radius, and shaped to provide a design compatible with other chair components. Armrests shall be furnished with two (2) keyhole slots in the bottom, and shall lock securely to dovetail lugs provided on aisle and center standards. Armrests shall be provided with one (1) security screw inserted from the bottom side to discourage tampering. Hardwood armrests shall be available with natural finish, stained, or decorator lacquered to match other chair components.

3.05 Number and Letter Plates:

A numbering system shall be provided for identification of all chairs. Number and letter plates shall be furnished as shown on the approved seating layout, and shall be 5/8" x 1-5/8" with a bronze finish and black sans serif letters and numerals. The seat pans shall be recessed at the center of the front edge for the number plates, and the plates shall be attached by two (2) pop rivets. Letter plates shall be attached in a recess in the aisle standard armrest by two (2) escutcheon pins. Attaching hardware shall have a bronze finish compatible to plates.

3.06 Book Box:

Bookracks shall be provided for chairs in locations designated by the contract drawings, and shall be attached to the bottoms of the up-lifting seats. Bookracks shall be injection molded ABS plastic of color to match other plastic chair components. Bookracks shall provide a minimum opening of 9-5/8" x 2" with a depth of approximately 4-1/4" and shall be secured to the bottoms of the seats near the front of the seat with 1/4"-20 through-bolts to the seat bottom. Fasteners shall be capped with decorative injection molded plastic caps matching the color of the other plastic parts.

3.07 Handicapped Access Aisle Standards:

Aisle standards designated on the contract drawings shall be designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard support column shall be inclined toward the rear by approximately 16 degrees, and shall be equipped with an armrest capable of lifting to a position parallel with the chair

back, 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.

Part 4: Execution

4.01 Scope of Work:

The installation shall be performed by the successful bidder, under the direction of a capable installation superintendent, in a manner satisfactory to the architect, and the job turned over to the owner with all chairs complete and ready to use.

4.02 Method of Installation:

The seating plan shall be reproduced on the floor, all dimensions checked against the plan and necessary adjustments made in the layout for all discrepancies.

Chairs shall be attached by means of an approved style of wedge-type, zinc plated expansion anchors installed strictly according to the manufacturers' instructions. Floor mount chairs shall be attached with 1/4" expansion anchors by not less than 2-1/4" long. There shall be two (2) bolts per standard.

4.03 Cleaning:

Remove all debris caused by this work from the premises.

INVITATION FOR BIDS
AUDITORIUM SEATING EQUIPMENT AND SUPPLIES
BID #21-373

Seating Specification Irwin Seating Company

Model: 4.12.86.12 Citation

Part 1: General Specifications

- 1.01 Scope:**
Deliver and install fixed upholstered chairs with upholstered seat and back, and aisle and center standards, all as specified, floor mounted, with self-lifting seat which raises automatically to a uniform 3/4 fold position.
- 1.02 ADA:**
Comply with ADA (Americans with Disabilities Act) Rules and Regulations.
- 1.03 Sizes:**
Varying lateral sizes of backs shall be used in accordance with approved seating plans, with standards in each row spaced laterally so that the end standards shall be in alignment from first to last row whether aisles are of constant or converging width.
- 1.04 Shop Drawings:**
Submit a complete seating plan developed from the contract drawings, showing all chairs, sizes, and aisle widths. Assume complete responsibility for the accuracy of all chair measurements shown on the seating plan.
- 1.05 Examination & Acceptance of Work in Place:**
Examine work in place on which seating work is dependent. Defects which may influence satisfactory completion and performance of seating work shall be corrected in accordance with the requirements of the applicable section of work prior to commencement of seating work.
- 1.06 Field Measurements:**
Take field measurements to verify or supplement dimensions indicated. Be responsible for accurate fit of work.
- 1.07 Materials and Workmanship:**
- a. Provide new materials of types specified.
 - b. Turn over all work to the owner in undamaged condition.
 - c. Provide workmanship of the best quality by craftsmen skilled in their respective trades.
- 1.08 Fire Performance Characteristics Of Upholstered Seating:**
Chairs provided shall have been certified as meeting the flammability requirements of California Technical Bulletin No. 133, Flammability Test Procedure for Seating Furniture for Use in Public Occupancies, developed by the California Bureau of Home Furnishings and Thermal Insulation.

1.09

Quality Assurance:

To assure high and satisfactory quality, design, color and operation of products, reference has been made to brand names; however, it is not intended to limit competition and items of brands that are equal will be given full consideration.

Base Specification:

Specified
Irwin Seating Company

Fixed Chair
4.12.86.8 Citation

1.10

Responsibility of Bidder:

The bidder must provide the following with his bid:

Bidder shall submit a list of five (5) seating projects of similar size which have been in service for 5 years or longer. Projects submitted shall incorporate chairs with seats, backs and standards consistent with those offered on this project.

1.11

Delivery:

Deliver the seating at a proper time for installation that will not interfere with other trades operating in the building. Bid seating for installation and completion as directed by owner after that date.

1.12

Warranty:

- a. Provide a manufacturer's warranty covering the material and workmanship for a period of one year from date of final acceptance.
- b. Repair or replace any part which becomes defective during the warranty period, except where the product has been subject to accident, alterations, abuse, misuse or neglect.

Part 2: Material Specifications

2.01

Cast Iron:

Shall be Grey cast iron conforming to ASTM A48/A48M-03 Class 25 (25,000 PSI) minimum strength, and shall be free of blow holes and hot checks with parting lines ground smooth and shall be free of inordinately rough surfaces. Provide notarized certification that cast iron is 25,000 PSI tensile strength.

2.02

Steel:

All steel shall have smooth surfaces and be of sufficient gauge thickness and designed to withstand strains of normal use.

2.03

Wood:

All plywood shall be hardwood, hot press laminated using high frequency processes. Interior plies shall be Class 3 or better. All exposed, solid northern grown maple shall be clear and selected by color. Medium Density Fiberboard shall be resin bonded of wood particles, 5/8" minimum thickness, 45 lb./cu. ft. density.

2.04

Plastic Components:

- a. Injection molded structural plastic shall be one-piece, high impact resistant, 25% glass-filled polypropylene with built-in ultra-violet light inhibitors to retard fading.
- b. Injection molded decorative plastic shall be one-piece, high impact, linear polyethylene with built-in ultra-violet light inhibitors to retard fading.
- c. Plastic laminate shall be minimum 0.030 inch thickness, composed of a core of

kraft papers impregnated with phenolic resins, a decorative surface sheet, and overlay sheet containing melamine. Layers are fused together under pressures in excess of 1000 PSI, and temperatures over 275 degrees. Plastic laminate shall meet or exceed performance standards as established by N.E.M.A.

- d. Plastic shall have a maximum burn rate of 1" per minute when tested in accordance with ASTM D635, or Department of Transportation Motor Vehicle Safety Standard No. 302.

2.05 Padding Material:

Seat and back padding material shall be of new (prime manufacture) polyurethane foam. Padding material shall comply with the flammability requirements outlined in the California Technical Information Bulletin #117, Resilient Cellular Materials, Section A & D, dated February 1975, when tested in accordance with Federal Test Method Standard 191, Method 5903.2.

2.06 Fabric:

A specification for upholstered chairs is expected to contain a description of upholstery fabric required; otherwise the seating contractor must base a bid on their own choice. A wide variety of upholstery materials are available from a multitude of sources. Designer has great discretion in the fabric to be used. It is recommended that auditorium chair upholstery fabrics offer resistance to abrasion, stretch, seam failure when sewn, crocking, and allow finished chairs to have a reasonable cost. Further, it is required that fabric shall meet Class 1 flammability requirements of the U.S. Department of Commerce Commercial Standard 191-53 per Bulletin #117 (California Code).

2.07 Finish:

a. Metal Parts:

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 bonderization 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.

b. Wood Parts:

All exposed surfaces shall be stained to color selected and coated with lacquer of sufficient film depth to afford wear resistance of institutional quality and oven baked.

c. Plastic Parts:

Color of plastic shall be selected from manufacturer's standard color range.

d. Hardware:

All assembly hardware shall be rust resistant, black plated.

Part 3: Construction

3.01 Upholstered Chair Backs:

Backs shall be regular rectangular shaped, padded and upholstered on their face, with a one-piece injection molded plastic rear panel, and shall extend to a nominal 32" above finished floor. Structure of the back component shall be provided by a

7/16" thick, 5-ply hardwood inner panel, which shall serve as a foundation for the upholstery. The face of the back shall be upholstered over a 2 inch thick polyurethane foam pad. The polyfoam pad shall be securely cemented to the plywood inner panel and the upholstery fabric shall be securely fastened to the hardwood inner panel by means of upholstery staples to facilitate ease of re-upholstering. The outer 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 26" in length, extending below the seat level to protect the seat cushion. There shall be no exposed screws above the armrests. Back wings for attaching the back to the standards shall be not less than 14 gauge (.0747") steel, secured to the inner panel by through-bolting via four (4) machine screws and threaded steel washers. Back wings shall provide for 16 degree, 20 degree, or 24 degree pitch of back.

3.02 Upholstered Self-Lifting Seat:

Seats shall be padded and upholstered on their top surface with an ergonomically correct firm support system to provide exceptional comfort for the seated individual. Seat foundation shall be structural, injection molded polypropylene, and shall be quietly and automatically self-lifting to a 3/4 fold position when unoccupied. Seats shall be certified through routine testing during manufacturing to pass seat cycle oscillation, ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism, and 600 lb. static load to front of seat.

- a. The seat cushions shall have a base structure of properly contoured, rigid polypropylene, and shall have 3" thick individually molded polyurethane foam pads with the specified fabric, carefully tailored, and of panel-side construction, secured around the perimeter of the cushion frame by means of a drawstring and staples. Pads shall be individually molded, high resilient polyurethane foam conforming to the base structure on the bottom, and flat across the top, and shall have an extended, rounded front. The seat cushion assembly shall be securely locked to the seat foundation, preventing unauthorized removal; but facilitating convenient removal by trained maintenance personnel.
- b. Seat foundation shall be 25% glass-filled, injection molded polypropylene, strengthened by deep internal ribs and gussets, completely enclosing the self-lifting hinge mechanism, and providing an attractive, decorative bottom surface for the seat. Bolted attachment of the seat component to the chair structure shall be concealed by a color-coordinated plastic cap to present a finished, refined appearance. Bottom decorative surface shall be textured matching other plastic components in color.
- c. When unoccupied, the seat shall quietly and automatically rise to a 3/4 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, structural, glass-filled nylon hinge rods in internally molded channels with integral downstops for exceptional strength. Seat-lift shall be accomplished by compression springs and lubricated plastic cams, providing quiet gentle seat uplift. Downstops and upstops shall be non-metallic, eliminating plangent noise and providing quiet operation.

3.03 Aisle and Center Standards

Aisle and center standards shall be modern pedestal-design, Class 25 cast gray iron, one-piece standards. Standards shall be cast to maintain proper seat and back height and angle. Standards shall be cast with front and rear flanges for extra strength. Mounting points for seats shall be designed with a reinforced area to

assure a solid fit, and shall be furnished with a cored bolt-hole to facilitate solid mounting through use of 5/16" x 1-3/4" hex bolts. Back attachment shall be arranged via 2 holes cast in the standard. Standards shall have integral cast lugs for mounting armrests.

- a. Aisle standards shall be fitted with decorator panels constructed of medium density fiberboard (MDF), surfaced with plastic laminate specified. The decorator panels shall be tapered-shape, approximately 11-1/2" wide, and shall be securely attached to the structural iron castings.
- b. Floor Mounting: Standards shall be cast to be compatible with the floor incline to maintain proper seat and back height and angle. Cast standards shall be provided with mounting feet featuring 4 anchoring holes allowing a choice of 2 alternative 2-hole anchoring schemes.

3.04 Armrests:

Armrests shall be solid hardwood with all edges well rounded. Armrests shall be furnished with two (2) keyhole slots in the bottom and shall lock securely to dovetail lugs provided on aisle and center standards. Further, one (1) security screw shall be utilized.

3.05 Handicapped Access Aisle Standards:

Aisle standards designated on the contract drawings shall be designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard support column shall be inclined toward the rear by approximately 16 degrees, and shall be equipped with an armrest capable of lifting to a position parallel with the chair back, 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.

Part 4: Execution

4.01 Scope of Work:

The installation shall be performed by the successful bidder, under the direction of a capable installation superintendent, in a manner satisfactory to the architect, and the job turned over to the owner with all chairs complete and ready to use.

4.02 Method of Installation:

The seating plan shall be reproduced on the floor, all dimensions checked against the plan and necessary adjustments made in the layout for all discrepancies.

Chairs shall be attached by means of an approved style of wedge-type, zinc plated expansion anchors installed strictly according to the manufacturers' instructions. Floor mount chairs shall be attached with 1/4" expansion anchors by not less than 2-1/4" long. There shall be two (2) bolts per standard.

4.03 Cleaning:

Remove all debris caused by this work from the premises.

INVITATION FOR BIDS
AUDITORIUM SEATING EQUIPMENT AND SUPPLIES
BID #21-373

Seating Specification Irwin Seating Company

Model: 6.6.58.8 Century PAC

Part 1: General Specifications

- 1.01 Scope:**
Deliver and install fixed upholstered chairs with upholstered seat and back, and aisle and center standards, all as specified, floor mounted, with self-lifting seat which raises automatically to a uniform 3/4 fold position.
- 1.02 ADA:**
Comply with ADA (Americans with Disabilities Act) Rules and Regulations.
- 1.03 Sizes:**
Varying lateral sizes of backs shall be used in accordance with approved seating plans, with standards in each row spaced laterally so that the end standards shall be in alignment from first to last row whether aisles are of constant or converging width.
- 1.04 Shop Drawings:**
Submit a complete seating plan developed from the contract drawings, showing all chairs, sizes, and aisle widths. Assume complete responsibility for the accuracy of all chair measurements shown on the seating plan.
- 1.05 Examination & Acceptance of Work in Place:**
Examine work in place on which seating work is dependent. Defects which may influence satisfactory completion and performance of seating work shall be corrected in accordance with the requirements of the applicable section of work prior to commencement of seating work.
- 1.06 Field Measurements:**
Take field measurements to verify or supplement dimensions indicated. Be responsible for accurate fit of work.
- 1.07 Materials and Workmanship:**
- a. Provide new materials of types specified.
 - b. Turn over all work to the owner in undamaged condition.
 - c. Provide workmanship of the best quality by craftsmen skilled in their respective trades.
- 1.08 Fire Performance Characteristics of Upholstered Seating:**
Chairs provided shall have been certified as meeting the flammability requirements of California Technical Bulletin No. 133, Flammability Test Procedure for Seating Furniture for Use in Public Occupancies, developed by the California Bureau of Home Furnishings and Thermal Insulation.

1.09

Quality Assurance:

To assure high and satisfactory quality, design, color and operation of products, reference has been made to brand names; however, it is not intended to limit competition and items of brands that are equal will be given full consideration.

Base Specification:

Specified
Irwin Seating Company

Fixed Chair
6.6.58.8 Century PAC

1.10

Responsibility of Bidder:

The bidder must provide the following with his bid:

Bidder shall submit a list of five (5) seating projects of similar size which have been in service for 5 years or longer. Projects submitted shall incorporate chairs with seats, backs and standards consistent with those offered on this project.

1.11

Delivery:

Deliver the seating at a proper time for installation that will not interfere with other trades operating in the building. Bid seating for installation and completion as directed by owner after that date.

1.12

Warranty:

- a. Provide a manufacturer's warranty covering the material and workmanship for a period of one year from date of final acceptance.
- b. Repair or replace any part which becomes defective during the warranty period, except where the product has been subject to accident, alterations, abuse, misuse or neglect.

Part 2: Material Specifications

2.01

Steel:

Steel shall be the primary structural material for chair support systems, including aisle and center standards, and back component attachment. Steel structural components shall be die-formed according to modern manufacturing methods, and assembled by means of state-of-the-art MIG welding processes. All steel shall have smooth surfaces and be of sufficient gauge thickness and designed to withstand strains of normal use.

2.02

Wood:

Plywood, exposed or concealed, shall be hardwood. All plywood shall be hot press laminated using high frequency process. Interior plies shall be Class 3 or better. Exposed exterior plies shall be Class 1, continuous, and selected as to color. Solid hardwood shall be clear and selected by color. All exposed hardwood shall be solid northern-grown maple, and veneer shall be rotary cut, Grade A, #1 white, maple. Medium Density Fiberboard shall be resin bonded of wood particles, 5/8" minimum thickness, 45 lb./cu. ft. density.

2.03

Plastic Components:

- a. Not Applicable

2.04

Padding Material:

Seat and back padding material shall be of new (prime manufacture) polyurethane foam. Padding material shall comply with the flammability requirements outlined in the California Technical Information Bulletin #117, Resilient Cellular Materials,

Section A & D, dated February 1975, when tested in accordance with Federal Test Method Standard 191, Method 5903.2.

2.05 Fabric:

A specification for upholstered chairs is expected to contain a description of upholstery fabric required; otherwise the seating contractor must base a bid on their own choice. A wide variety of upholstery materials are available from a multitude of sources. Designer has great discretion in the fabric to be used. It is recommended that auditorium chair upholstery fabrics offer resistance to abrasion, stretch, seam failure when sewn, crocking, and allow finished chairs to have a reasonable cost. Further, it is required that fabric shall meet Class 1 flammability requirements of the U.S. Department of Commerce Commercial Standard 191-53 per Bulletin #117 (California Code).

2.06 Finish:

a. Metal Parts:

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 bonderization 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.

b. Wood Parts:

All exposed wood parts shall be stained to color selected and provided with a high quality finish, produced with two top coats of high density clear lacquer following stroke-sanding of raw wooden parts, sealing, and light preparatory sanding prior to both lacquer top coats.

c. Plastic Parts:

Color of plastic shall be selected from manufacturer's standard color range.

d. Hardware:

All assembly hardware shall be rust resistant, black plated.

Part 3: Construction

3.01 Upholstered Chair Backs:

Chair back components shall be upholstered and padded on the face with a rear "designer" panel surfaced with hardwood veneer. The upholstered face of the backs shall have a sewn cover exhibiting a crisp, plush, neatly tailored appearance. The backs shall be rectangular shaped and fabricated with a lateral radius for comfort to an approximate width of 24". The upholstery and rear panels shall be enclosed with a continuous 7/32 inch diameter welt of matching fabric with no exposed fasteners or hardware on the rear surface.

- a. The structure of the upholstery panels shall be 5-ply, 7/16" hardwood plywood and shall be padded with a 2" thick dual-density polyurethane foam pad. Back padding shall feature a denser top collar (1.65 lb./cu. ft. and 25% I.F.D. rating of 40 pounds) for maintaining the crisp upholstery top shape, and a softer supportive main body padding (1.45 lb./cu. ft. and 25% I.F.D. rating of 23 pounds) for comfortable support of the seated individual. Sides of the foam pad shall be cut on a taper to facilitate the crisp appearance. The fabric cover shall be two-piece, box construction, with a seam around the entire perimeter of the back for a clean,

crisp, tailored appearance. The wings, for secure attachment of complete backs to the standards, shall be not less than 14 gauge steel, securely bolted to the upholstery panel with concealed threaded washers, and shall provide for 16 degree and 20 degree back pitch.

- b. The exposed rear "designer" panel shall be fabricated of 9-ply of 1/16" thick hardwood veneer, providing sufficient mass of the decorative panel and providing an attractive, measured, even appearance of the exposed edges. Special care shall be exercised regarding consistent color of exposed edges of interior plies. Decorative rear panels shall be formed on the same radius as the upholstered panel, and shall be securely mounted to the upholstery panel using concealed fasteners. There shall be no exposed screws, mounting brackets or hardware on the rear of the back. The rear surface of the back shall be vertical grain hardwood veneer of the species selected, and shall be finished per finishing specifications. The rear panel shall be of sufficient length to protect the chair seat from the rear, and the forward face of the minimally exposed lower portion of the rear panel shall be allowed to be interior grade veneer, stained the appropriate color and coated with a single coat of lacquer.

3.02

Upholstered Self-Lifting Seat:

Seats shall be upholstered on their face with serpentine spring cushions supported by a formed steel foundation pan, and shall be quietly and automatically self-lifting to a 3/4 fold position when unoccupied. The seats shall be certified to withstand a 600 lbs. static load, laterally distributed three inches from the leading edge of the seat. The seat shall also be certified to pass seat cycle oscillation testing, ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism, and sandbag testing.

- a. The seat cushion shall have a base structure of five serpentine springs spanning an extra heavy 14 gauge steel frame, formed to a channel, welded for precision fit into the steel foundation pan. Serpentine arch springs spanning the frame shall be secured to the cushion frame by insulated squeak-proof clips, and shall be isolated from the polyurethane cushion by a tough, durable, non-woven, non-vegetable chafing barrier. The seat cushion shall have an extended front, high resilient polyurethane foam pad, molded to the contour of the springs on the bottom and providing a flat surface on the top of the cushion with a crisp, waterfall leading edge.

Height of the cushion at the front edge shall be consistent at approximately 3" above the steel foundation. Polyurethane foam, to insure a high and satisfactory cushion quality, shall possess the following values:

Density: 3.3 - 3.8 lbs. Sag Factor: 2.5 Min.
I.F.D.(25%): 26 lbs., Flex-Fatigue (50 lbs. + or - 3 lbs.
load): 10% Maximum

The specified fabric, carefully tailored, shall be of panel-side construction, secured around the perimeter of the cushion frame by case hardened spring clips which permit ease of re-upholstery. The seat cushion assembly shall be securely locked into the seat pan by positive, high strength spring clips which prevent unauthorized removal of cushions, yet can be quickly removed from the seat foundation without removal of screws or bolts.

- b. Seat foundation pan shall be 20 gauge, deep-drawn die-formed steel, completely enclosing the self-lifting hinge mechanism. The seat pan shall be strengthened by a full 360 degree roll around the perimeter for rigidity, and shall have decorative embossing for basic strength, and to provide additional leg room for a standing

patron. Further, the foundation pan shall have internal reinforcing consisting of steel doubler plates and formed angular steel lateral braces. The foundation pan shall be free of screws and bolts on the bottom, front, sides and rear.

The seat shall rotate on two self-compensating, fully independent, 5/8" diameter, high strength, solid steel hinge rods. Seat-lift shall be accomplished by dual 13 gauge extension springs, providing quiet gentle seat uplift. Seat uplift shall be dampened at the 3/4 fold position, and rendered virtually noiseless, by durable, soft rubber cushioned upstops. Smooth, effortless operation of the hinges shall be assured by lifetime lubricated nylon shoulder bushings. When unoccupied, the seat shall quietly and automatically rise to a 3/4 fold position, and upon a slight rearward pressure, shall achieve full-fold, allowing the patron additional passing room. Downstops shall be rubber cushioned for quiet operation.

3.03 Standards:

a. Aisle Standards:

Aisle standards shall be of modern pedestal design with the rectangular decorator panels approximately 11-1/2" x 17-1/2" with the mounting foot recessed 7" from the outside edge of the aisle panel. Aisle panels shall be constructed of medium density fiberboard (MDF) with rear and front-end caps to create an overall thickness of 1-5/8". Panels shall be surfaced with wood veneer, stained as required and attached to a formed, 14 gauge (0.0747") steel panel that is welded to the column. Structure of the aisle standards shall be provided by 1" x 3" rectangular columns of 14 gauge (.0747) steel. The top of the column shall be provided with two formed steel dovetail lugs for secure attachment of the armrests. Brackets for seat attachment shall be 7 gauge (.1875") buttressed steel welded on the inside of the standard.

b. Center standards shall be of welded steel, modern pedestal design, fabricated of 14 gauge (.0747") steel to a 1" x 3" rectangular column. Brackets for seat support shall be 7 gauge (.1875") steel for superior strength, formed with an integral support buttress, and wing plates for mounting backs shall be 14 ga. (.0747") steel; both MIG-welded to the pedestal column to form a coherent unit. The top of the column shall be provided with two formed steel dovetails for secure attachment of the armrests.

c. Floor mounted standards shall be provided with a formed 14 gauge (.0747) steel foot welded to the bottom of the rectangular column. This weldment shall be at all critical stress areas 360 degrees around the column, and concealed on the inside so as not to detract from clean appearance of the column. The foot dimension shall be 8" x 2-3/4" to provide maximum bearing surface to the floor. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.

3.04 Armrests:

Armrests shall be solid hardwood with all edges well rounded. Armrests shall be furnished with two (2) keyhole slots in the bottom and shall lock securely to dovetail lugs provided on aisle and center standards. Further, one (1) security screw shall be utilized.

3.05 Number and Letter Plates:

A numbering system shall be provided for identification of all chairs. Number and letter plates shall be furnished as shown on the approved seating layout, and shall be 5/8" x 1-5/8" with a bronze finish and black sans serif letters and numerals. The seat pans shall be recessed at the center of the front edge for the number plates, and the plates shall be attached by two (2) pop rivets. Letter plates shall be attached in a

recess in the aisle standard armrest by two (2) escutcheon pins. Attaching hardware shall have a bronze finish compatible to plates.

3.06 Aisle Lights:

Aisle lights shall be furnished for aisle standards located as designated on the approved seating plan to provide illumination of the aisle panel and adjacent floor and/or steps. The aisle light standards shall be pre-wired and furnished complete with utility box, light socket, 10-watt bulb (1,500 hr. life & 38 lumen min. rating) 120 volt AC, 60 hz., and detachable, 5" round hooded aisle light cover. The aisle light shall be pre-wired with No. 14 AWG wire with THHN type insulation, and wiring shall extend 18 inches beyond the connector. A 3/8 inch flex-steel conduit connector shall be pre-attached to the standard. Connection of aisle light wiring to the building's electrical system, and flexible conduit to make the connection, are to be provided by the contract electrician.

3.07 Handicapped Access Aisle Standards:

Aisle standards designated on the contract drawings shall be designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard support column shall be inclined toward the rear by approximately 16 degrees, and shall be equipped with an armrest capable of lifting to a position parallel with the chair back, 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.

Part 4: Execution

4.01 Scope of Work:

The installation shall be performed by the successful bidder, under the direction of a capable installation superintendent, in a manner satisfactory to the architect, and the job turned over to the owner with all chairs complete and ready to use.

4.02 Method of Installation:

The seating plan shall be reproduced on the floor, all dimensions checked against the plan and necessary adjustments made in the layout for all discrepancies.

Chairs shall be attached by means of an approved style of wedge-type, zinc plated expansion anchors installed strictly according to the manufacturers' instructions. Floor mount chairs shall be attached with 1/4" expansion anchors by not less than 2-1/4" long. There shall be two (2) bolts per standard.

4.03 Cleaning:

Remove all debris caused by this work from the premises.

**INVITATION FOR BID
AUDITORIUM SEATING EQUIPMENT AND SUPPLIES
BID #21-373**

SPECIFICATIONS

MISCELLANEOUS EQUIPMENT

KCDA is interested in expanding the equipment that is provided under this bid to include other auditorium furnishings that may be required in a theatre/stage setting. Categories known to KCDA are listed below, but bidders are invited to submit pricing on other equipment that is typical to outfitting an auditorium. Attach a separate sheet as may be necessary. KCDA does not guarantee an award for any proposed items, as we reserve the right to award in the manner that is deemed best for KCDA and its members.

For any category of equipment that is submitted under this section, provide product information and specifications with the bid submittal and pricing. The pricing must be structured as defined in Attachment C.

Auditorium Curtains

Back Drops

Rigging & Tracks

Lighting

Other