



Rio Nuevo
TUCSON, ARIZONA

400 WEST CONGRESS TUCSON, ARIZONA 85701 520-623-7336

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number: **140102**

Solicitation Title: **RIO NUEVO TUCSON CONVENTION CENTER (TCC)
ARENA RENOVATIONS - FOLDING CHAIRS**

Project Site **260 South Church Avenue, Tucson, AZ 85701**

Publish Dates **January 9, 2014 and January 16, 2014**

Prospective Bidders' Conference: **None**

Final Date for Inquiries: **January 23, 2014**

Bid Due Date and Time: **January 30, 2014
2:00 p.m. (local time, Tucson, Arizona)**

Bid Opening: **January 30, 2014
2:00 p.m. (local time, Tucson, Arizona)**

Plans and Specifications Deposit: **None Required**

Where to Obtain: **ARC Document Solutions, Inc.
3955 E. Speedway Blvd., Suite 102/103
Tucson, AZ 85715
(520) 327-6700**

District Representative and Technical Questions: **Elaine Weaver
(520) 837-6314
Elaine.Weaver@tucsonaz.gov**

Deliver Bid To: **Rio Nuevo Multipurpose Facilities District
400 W. Congress, Suite 152
Tucson, AZ 85701**

In accordance with the Rio Nuevo Multipurpose Facility District ("District") Procurement Code, competitive sealed Bids for the Materials specified herein will be received by the District Clerk at the District Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the District Clerk on, or prior to, the Bid Deadline date and time. Late Bids shall not be accepted. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

*** The District reserves the right to amend the solicitation schedule as necessary.**

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the District under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Pursuant to section 2.16 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: <input type="checkbox"/> * or Line Item Award: <input type="checkbox"/>		
*Bidder agrees and understands that, in the event the District determines it will award by line item, a selection of "entire bid only" will result in the District not considering any portion of the Bid for award.		
Arizona Transaction (Sales) Privilege Tax License Number: _____	For Clarification of this Bid contact:	
Federal Employer Identification Number: _____	Name: _____	
Vendor Name	Telephone: _____	
Address	Facsimile: _____	
City State Zip Code	Email: _____	
	Authorized Signature for Vendor	
	Printed Name	
	Title	
ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR DISTRICT USE ONLY)		
Effective Date: _____ Contract No. _____ Official File: _____		
RIO NUEVO MULTIPURPOSE FACILITY DISTRICT, an Arizona Multipurpose Facility District		
ATTEST:	APPROVED AS TO FORM:	
_____	_____	
_____, District Clerk	_____, District Attorney	

ARTICLE I – DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

“Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this IFB.

“Bid Deadline” means the date and time set forth on the cover of this IFB for the District Clerk to be in actual possession of the sealed Bids.

“Bid Opening” means the date and time set forth on the cover of this IFB for opening of sealed Bids.

“Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

“Confidential Information” means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the District of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

“Contract” means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Vendor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the District in writing on the Price Sheet.

“Days” means calendar days unless otherwise specified.

“District Representative” means the District employee or appointee who has specifically been designated to act as a contact person and who is responsible for monitoring and overseeing the Vendor’s performance under the Contract and for providing information regarding details pertaining to the Contract.

“Invitation for Bids” or “IFB” means this request by the District for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the District’s Procurement Code.

“Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Vendor in conjunction with the Contract.

“Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

“Price” means the total expenditure for a defined quantity of a commodity or service.

“Procurement Code” means the District Procurement Code, as amended from time to time.

“Services” means the furnishing of labor, time or effort by a Vendor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

“Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

“Subcontractor” means those persons or groups of persons having a direct contract with the Vendor to perform a portion of the Contract and those who furnish Materials according to the plans and/or Specifications required by this Contract.

“Vendor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the District.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified Vendor(s) to provide the District with portable seating (the “Materials”) as more particularly described in the Specifications, attached hereto as Exhibit A and incorporated herein by reference. For the purpose of this solicitation, the Materials required under this IFB shall be provided at the Price(s) specified in Exhibit A, Specifications. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery Contract(s) for the Materials based on the District’s needs. The District does not guarantee any minimum or maximum amount of purchases will be requested by the District pursuant to a Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the District in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the District Procurement Code. Any such action is subject to the legal and contractual remedies available to the District including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Vendor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Materials specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The District will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the District to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the District, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations, particularly obligations similar to those included in this IFB.
3. Bidder cannot demonstrate financial stability.
4. The Bid submission contains false, inaccurate or misleading statements that, in the opinion of the District Representative or authorized designee, are intended to mislead the District in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. Any catalog, brand name or manufacturer’s reference used is considered descriptive and not restrictive and is indicative of the type and quality of Materials the District desires to purchase. It shall be the Bidder’s responsibility to carefully examine each item listed in the Specifications. Bidders shall provide

complete manufacturers' descriptive literature regarding the Materials. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Offer.

C. Required Submittal. Bidders shall provide all of the following documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.
2. Price Sheet.
3. Licenses.
4. References.
5. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Due Date and Time. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be delivered to the following address: Attention Elaine Weaver, Rio Nuevo TCC Arena Project Manager, Rio Nuevo Multipurpose Facilities District, 400 West Congress, Suite 152, Tucson, Arizona 85701.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the District Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the District Representative whose name appears on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the District will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the District. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the

District. The District will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the District with respect to this IFB will be available at:

Rio Nuevo Multipurpose Facilities District
400 W. Congress, Suite 152
Tucson, Arizona 85701

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the District Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The District Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the District Representative. Approvals for "equals" before Bid Opening may be requested in writing to the District Representative for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for evaluation of the proposed equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Materials under this Contract. The selected Vendor agrees that the District shall not be held responsible if any of the quantities shall be found to be incorrect and the Vendor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Material as estimated and the Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Specifications, (2) excuse Vendor from any of the obligations or liabilities hereunder or (3) entitle Vendor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the District's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the District at the Prospective Bidders' Conference. The District will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Vendor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Materials shall be provided at the unit prices as set forth in the Specifications/Price Sheet attached hereto as Exhibit A and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The District shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. All applicable excise and sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the Bidder to determine any applicable Federal and State tax rates and calculate the Bid accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the District.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Materials (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The District does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the District and will not be returned.

2.12 Public Record. All Bids shall become the property of the District. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the District's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the District Representative of this fact shall accompany the submission and the information shall be identified. The District Representative shall review the statement and information and shall determine, in writing, whether the information shall be withheld. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the District Representative makes a written determination. If the District Representative determines to disclose the information, the District Representative shall inform the Vendor or Bidder, in writing, of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City of Tucson Department. Bidders shall provide license information with the Bid, attached as Exhibit B and incorporated herein by reference. Upon the District's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a District or City of Tucson employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.27(D) below, the District shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid is genuine. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the District.

2.16 Award of Contract.

A. Multiple Award. The District may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District. The District's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the District's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any, but excluding "as-needed" services requested by the District and (3) Bidder qualifications to provide the Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the District expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the District based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the District. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB issued by the District, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the District Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Compensation. The District shall pay the Vendor for Materials delivered and accepted by the District at the rates as set forth in the Price Sheet. The Vendor shall not commence any billable work or provide any Materials under this Contract until the Vendor receives an executed purchase order from the District.

3.2 Payments. The Vendor will be paid on the basis of invoices submitted following acceptance of the Materials. All invoices shall document and itemize all Materials delivered in sufficient detail to justify payment and shall include the Purchase Order number authorizing the transaction and shall be delivered to the District's Accounts Payable address indicated on the face of the Purchase Order, unless otherwise specified. All transportation charges must be prepaid by the Vendor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.3 Documents. All documents prepared and submitted to the District pursuant to this Contract shall be the property of the District.

3.4 Deliveries. Time is of the essence for all orders placed under this Contract. Deliveries shall be made per specifications.

Product documentation required by Section 3.14 shall be delivered to the District upon delivery of the Materials. Delivery shall not be considered complete until the District is in receipt of the manuals. Vendor shall retain title and control of all Materials until they are delivered and the District has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The District will notify the Vendor promptly of any damaged Materials and shall assist the Vendor in arranging for inspection. The District reserves the right to cancel and reject the Materials upon default by Vendor in time, rate or manner of delivery. The District also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the Purchase Order.

3.5 Quantity. The quantity of Materials ordered must not be exceeded or reduced without the District's permission, in writing, except in conformity with acknowledged industry tolerances.

3.6 Changes; Cancellation. The District reserves the right to cancel or make changes in the Materials to be furnished by the Vendor within a reasonable period of time after issuance of Purchase Orders. If such changes cause an increase or decrease in the amount due under the Purchase Order, or in the time required for Vendor's performance, an acceptable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Should a Purchase Order be canceled, the District agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Purchase Order. The District will not reimburse the Vendor for any costs incurred after receipt of a notice of cancellation from the District, or for lost profits, shipment of product or costs incurred prior to issuance of a Purchase Order.

3.7 F.O.B. Unless otherwise agreed to in writing, signed by the Board Chair or authorized designee, all delivery terms are "F.O.B. Destination" and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

3.8 Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Contract. Vendor shall be responsible for safe packing which must conform to the requirement of the selected carrier's tariffs. All shipments must carry the correct quantity, product identification, Purchase Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate, unless otherwise specified. Vendor will be charged with excess freight costs that the District is required to pay.

3.9 Performance Warranty. All Materials supplied pursuant to this Contract shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the District (or such longer period as may be provided under warranties for street sign supplies or hardware). Any defects in design, workmanship or Materials that would result in non-compliance with Contract Specifications shall be fully corrected by the Vendor (including parts and labor) without cost to the District. Vendor further agrees to execute any special guarantees as provided by the Contract or by law. Vendor shall require similar guarantees from all of its vendors or its Subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.

3.10 Price Warranty. Vendor shall give the District the benefit of any price reductions before actual time of shipment. If the District permits shipment to be made prior to specified shipping date, the District shall have advantage of any price reductions that occur before the originally-scheduled shipping date.

3.11 Inspection; Acceptance. All Materials are subject to final inspection and acceptance by the District. Materials failing to conform to the Specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Material, the District may elect to do any or all of the following by written notice to the Vendor: (A) waive the non-conformance; (B) stop the use of the non-conforming Material immediately; or (C) bring Material into compliance and withhold the cost of same from any payments due to the Vendor.

3.12 Waiver. Waiver by the District of a condition in any shipment shall not be considered a waiver of (A) any other terms of this Contract or (B) that condition for subsequent shipments.

3.13 Product Documentation. Books, manuals or CD's when possible, shall accompany each unit and provide complete and comprehensive information on all Materials, components and accessories, as supplied to comply with the Specifications. If changes, modifications, additions or alterations of any kind are made on the Materials, the Vendor shall provide blueprints, line drawings and descriptive text sufficient to allow a person of average skill in general mechanics to diagnose, repair and maintain the Materials and all components. On Materials assembled from manufactured components, parts manuals shall show the manufacturer of each part and all cross-referencing between the Vendor and the manufacturers. The District shall have the right to reproduce any equipment/product documentation for District maintenance and educational purposes only.

3.14 Product Discontinuance. In the event that a product or model is discontinued by the manufacturer, the District, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model and (E) documentation confirming that the price for the replacement is equal to or less than the discontinued product or model.

3.15 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.16 Shipment Under Reservation Prohibited. Vendor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.17 Liens. All Materials shall be free of all liens and, if the District requests, a formal release of all liens shall be delivered to the District.

3.18 Right to Assurance. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to

perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

3.19 Right to Inspect Plant. The District may, at reasonable times, inspect the part of the plant or place of business of the Vendor or any Subcontractor that is related to the performance of this Contract.

3.20 Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the District and shall not be used or released by the Vendor or any other person except with the prior written permission of the District.

3.21 Advertising. Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the District.

3.22 Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The District has no obligation to provide Vendor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The District has no obligation to provide tools, equipment or material to Vendor.

3.23 Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the District and each board member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the performance of the Vendor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.24 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Contract at the District's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Vendor. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. See below in Section 10.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the District, unless specified otherwise in this Contract.

5. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the District as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the District, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the District. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any portion of this Contract is subcontracted in any way, Vendor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth in this subsection and insurance requirements set forth herein protecting the District and Vendor. Vendor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the District with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The District shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the District 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The District, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Vendor’s insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against District, its agents, representatives, officers, officials and employees for any claims arising out of Vendor’s performance under this Contract.

d. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage.

1. Commercial General Liability. Vendor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the Vendor’s performance under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work adjunct or residual to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000

each claim and \$2,000,000 annual aggregate. Confidential information such as the policy premium or proprietary information may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement.

4. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in performance under this Contract and shall also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the District.

3.25 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and any suit pertaining to this Contract may be brought only in courts in Pima County, Arizona.

3.26 Termination; Cancellation.

A. For District's Convenience. This Contract is for the convenience of the District and, as such, may be terminated without cause after receipt by Vendor of written notice by the District. Upon termination for convenience, Vendor shall be paid for all undisputed Materials delivered prior to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the District to the Vendor for the undisputed portion of its fee due as of the termination date.

C. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The District may cancel this Contract without penalty or further obligations by the District or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the District or any of its departments is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Vendor to any other party of the Contract with respect to the subject matter of the Contract.

D. Gratuities. The District may, by written notice to the Vendor, cancel this Contract if it is found by the District that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the District for the purpose of securing this Contract. In the event this Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

E. Agreement Subject to Appropriation. This Contract is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Contract for payment of funds by the District shall be effective when funds are appropriated for purposes of this Contract and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Contract and the District shall keep the Vendor fully informed as to the availability of funds

for the Contract. The obligation of the District to make any payment pursuant to this Contract is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the District and the Vendor shall be relieved of any subsequent obligation under this Contract.

3.27 Miscellaneous.

A. Independent Contractor. The Vendor acknowledges and agrees that all Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the District. Vendor, its employees and Subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of Vendor, its employees or Subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. District and Vendor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Materials including, but not limited to, the following: (1) existing and future City of Tucson and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future Occupational Safety and Health Administration standards.

C. Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the District and the Vendor.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the District, signed by the Board Chair. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor.

H. Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials or Services specified herein without the prior written approval of the District. The Vendor is responsible for performance under this Contract whether or not Subcontractors are used.

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the District to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the District's acceptance of and payment for Materials, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of this Contract.

J. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

K. Offset.

1. Offset for Damages. In addition to all other remedies at law or equity, the District may offset from any money due to the Vendor any amounts Vendor owes to the District for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. Offset for Delinquent Fees or Taxes. The District may offset from any money due to the Vendor any amounts Vendor owes to the District for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

L. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Rio Nuevo Multipurpose Facilities District
400 W. Congress, Suite 152
Tucson, Arizona 85701
Attn: Fletcher McCusker, Chairman

With copy to: GUST ROSENFELD, P.L.C.
One S. Church Ave., Suite 1900
Tucson, Arizona 85701-1627
Attn: Mark Collins, Esq.

If to Vendor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to

the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

M. Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the District for the purpose of ensuring that information contained in its records or obtained from the District or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Contract. Persons requesting such information should be referred to the District. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Contract.

N. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Specifications/Price Sheet, any District-approved Purchase Orders, invoices and the Vendor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the District's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the District of any Purchase Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract.

O. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods and Services from another source when necessary.

P. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the District, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The District assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The District shall not be responsible for any disputes arising out of transactions made by others.

Q. Special Provisions. None.

EXHIBIT A
TO
INVITATION FOR BIDS NO. **140102**

[Specifications]

See following pages.

DIVISION 12 - FURNISHINGS

12620 FOLDING CHAIRS

1. GENERAL

A. SUMMARY

- (1) Folding portable chairs covered herein are to be of heavy-duty commercial types, designed and manufactured to withstand rough usage and handling in auditoriums, arenas, convention centers, and any place for public assembly.
- (2) Alternates:
 - a. Alternate No. 1: In lieu of providing Spradling Whisper Vinyl at all upholstered locations, provide Design Tek MVP, Woven Vinyl Fabric. Color to be determined by Architect.

B. SUBMITTALS

- (1) Product Data: For each type of product and shall be submitted electronically.
- (2) Samples: Seat materials and color finish as selected by Architect from manufacturers standard color finishes and specified fabrics.

C. DELIVERY, STORAGE AND HANDLING

- (1) Deliver folding portable chairs and stacking storage carts in manufacturer's packaging clearly labeled with manufacturer's name and content
- (2) Handle folding portable chairs and stacking storage carts in a manner to prevent damage.
- (3) Deliver the folding portable chairs and stacking storage carts at the scheduled time & location, to be determined by owner, which will not interfere with other trades operating in the building or TCC scheduled events, though no later than 100 days after the Notice to Proceed.

D. WARRANTY

- (1) The bidder shall detail in writing or print the manufacturer's exclusive guarantee. Minimum acceptable guarantee at manufacturer's exclusive option shall cover replacement of any structural components and chair foot glides which become

defective during normal usage of chairs for a period of 12 years from completion and acceptance. Replacements or repairs shall be made without cost to owner; and during the first 5 years after date of delivery and acceptance, manufacturer shall pay inbound and outbound freight charges on any chairs needing repair under guarantee. Five Year Minimum on Surface Finishes (powder coat) – foam; Upholstery fabric is as per the material manufacturer's documentation.

E. MAINTENANCE AND OPERATION

- (1) Instructions: (3) copies of the owner's operation & maintenance manual shall be transmitted to the Owner by the manufacturer of the seating or his representative.

2. PRODUCTS

A. FOLDING CHAIR

- (1) Product shall be one of the following or prior approved equal:

- a. Clarin by Hussey Seating, Model 4400
- b. Spec Seats, Model GS100 Gold Series

- (2) Product Description/Criteria:

- a. Furnish 2,122 individual interlocking ganging chairs with upholstered seats & backs. The chairs shall have the self-leveling X-type frame with double tube and channel construction for durability, ease of operation and compact storage. The overall width of the complete chair, after fabricating and assembly, shall be approximately 18-1/4" maximum and the overall height with chair unfolded in seating position, measured between the surface of the floor and the top of the chair shall be maximum 32 3/4". Each single chair equipped with the required upholstered seat and upholstered back, when folded, ready for storage, shall not be greater than 5" in thickness and 40" high in the closed position. The chair shall weigh no greater than 22 lbs. and be designed in such a manner that one person can handle two chairs in each arm.
- b. Furnish steel storage stacking carts to accommodate 2,122 folding chairs including starter blocks for storage carts.

(3) Chair Frame:

- a. The main frame of the chair shall be composed of steel, having a thickness of not less than 19 gauges $\frac{1}{4}$ hard, rolled and formed into a cross-section having a center channel edge with side tubes. The channel and two tubes shall be formed from a single piece of steel and the edge of the steel forming the tubes shall be rolled and formed to fit the channel face uniformly and snugly. The finished frame member cross-section, after forming, shall be approximately 1- $\frac{3}{8}$ " in width with a channel width between side tubes of approximately $\frac{5}{8}$ " in width and a thickness including side tubes of approximately $\frac{3}{8}$ ". After the channel has been formed it shall be installed in the chair frame with the formed channel on the outside. All perforations shall be in the channel; the tubes shall not be perforated.

(4) Legs:

- a. The main frame two back legs of each chair shall be provided with two horizontal steel stretchers welded into the inside of the chair legs. Said stretchers shall be made of steel having a thickness of not less than 19 gauge in the double tube and channel configuration and further strengthened with embossing. With the chair frame unfolded to the normal seating position, the top of the lower stretcher shall be located approximately 4" above the floor surface. Said measurement shall be made vertically between the top of the stretcher and the floor surface. The upper end of the rear chair legs shall be provided with a suitable hinge connected to the forward legs of the main frame. The hinge connection between chair legs shall consist of suitable size solid rivet extending through the rear chair legs and the hinge assembly, welded or riveted to the rear legs. The top of the rear chair legs shall also be provided with a brace made of flat steel having a cross-section of approximately 1" x $\frac{1}{8}$ " securely riveted or welded to the top of both legs. The tops of the rear legs shall be equipped with suitable rubber cushions having a proper bearing surface for supporting the steel frame required for cushion installation. Attached firmly so as not to be removed maliciously.
- b. The main frame front legs shall be provided with one horizontal steel stretcher welded inside the chair legs and further supported on both sides through the use of 11 gauge steel angular braces. Said stretcher shall be formed and shaped in the double tube and channel configuration and

shall be installed with its top located a minimum of 11" above the floor surface to provide freedom of leg movement and greater comfort for the occupant.

(5) Rubber Feet:

- a. The feet of all chair legs shall be equipped with removable, non-marring, rubber glides molded over a U-shaped steel insert. The insert shall be designed for installation in the tubes forming the sides of each chair leg and after installation, shall have sufficient tension to secure the glide to the respective leg to avoid loss of same through use of malicious removal. Steel inserts are to be bonderized with zinc phosphate for more efficient adhesion of the molded rubber and to inhibit oxidation. Should the rubber wear through, after years of use, the soft metal surface of the U-shaped furniture glide shall prevent scarring of the floor which is common with tubular type chairs. The floor bearing surface of the rubber feet shall be approximately 3/8" x 1".

(6) Seat Frame:

- a. The main frame of the chair shall be equipped with a continuous rolled steel angle frame formed to such size necessary to enclose and also to support the upholstered seat cushion. The steel angle of which the seat frame is made shall be no less than 11 gauge carbon steel. The vertical leg of the seat frame cross-section used to band the chair seat cushion shall be no less than 7/8" in height and the horizontal leg a minimum of 6/8" in width. The frame shall be formed into a rectangular shape having equal radius curves on all four frame corners. The ends of the steel angle shall be butted together and joined with a suitable splice located on the rear side of the proposed cushion frame. The interior cross-dimensions of the finished frame measured between parallel sides shall be approximately 16-1/2" x 15-1/2". The seat frame shall be installed on the main frame of the chair and with suitable rivet type hinges which shall be properly spaced with debossed rivet holes to insure smooth hinge operation. The two hinges shall be installed on the two short sides of the rectangular frame on an alignment to allow for the seat to be independently lifted while the chair is in the open position. The seat frame lower flange, upon which the seat cushion will rest after installation on the chair main frame when measured at the front center of the frame shall be approximately 16" above the floor surface, and the rear, lower flange of said frame, when measured at the

center of the frame shall be approximately 14" above the floor surface.

(7) Seat Cushion:

- a. The chair seat frame specified shall be equipped with a seat cushion designed and constructed to fit inside and be protected by the seat frame. The finished dimensions of the seat shall be not less than 16-1/2" wide and 15-1/2" deep. The seat cushion shall be constructed on a base made of a single piece of 1/4" hardboard, manufactured in North America. After the hardboard has been cut to the required size with properly rounded corners, a single piece of high density polyurethane, 2-1/2" or 3" in thickness (per customer request), and having the same periphery as the hardboard, shall be placed on the hardboard. The polyurethane complies to the requirements and test procedures of ASTM Specifications D-3574-01, density 1.75 min., indentation force deflection of 40-55 or 55-65 and meets flammability requirements of CAL 117 bulletin, thus avoiding bottoming out when pressure is applied. The hardboard and polyurethane shall be covered with the upholstery material specified, properly stitched around the cushion to form a box cushion and attached to the underside of the hardboard which shall be finished in the same color as the chair frame, with suitable metal staples. Edges of the material shall be overcast to prevent unraveling.
- b. The hardboard of the seat shall be provided with a sufficient number of air vents to allow the air in the cushion to discharge when cushion is loaded. Such discharge of air shall be done with the minimum of discharge noise. In addition to the vent holes, three sides of the cushion hardboard shall be equipped with threaded metal inserts with a screw and a metal lug for securing the cushion into the seat frame. The screws furnished shall be hex washer head. No wood screws are to be used.
- c. The underside of the completed chair shall be provided with a black surface for numbering the seats with white chalk. The black surface shall be approximately 6" x 4" and shall be located on the underside of the seats, approximately centered and shall be oval in shape. It shall be composed of a suitable black surface that will withstand repeated chalk marks and removal of such chalk marks with a damp cloth.

(8) Back Cushion

- a. The chair back cushion shall be upholstered and finished to match the seat cushion and shall be contoured for comfort as well as shaped to fit within the steel back of the main chair frame. The back cushion is manufactured in North America. The back upholstered unit shall be of the removable type mounted on a single piece of fiberboard not less than 1/8" in thickness. The fiberboard shall be cut to such size that it will cover the metal back which is welded into the main frame of the chair back and will be enclosed and protected by the frame of the chair, so as not to protrude beyond the chair frame. The back panel shall be approximately 8-5/8" top-to-bottom and 17" side-to-side.
- b. The fiberboard shall be overlaid with the upholstery material specified. The back covering shall be pulled over the 7/8" CAL 117 fire retardant polyurethane foam to such tension necessary to form edges of the back and shall be stapled into the underside of the fiberboard with suitable metal staples in a neat workmanlike manner. The fiberboard shall be equipped with four (4) threaded metal inserts equipped with screws for attaching the complete cushion to the metal back of the chair. The machine screws furnished shall be provided with tamperproof torx drive heads to avoid malicious removal. No wood screws are to be used.
- c. The metal back panel shall have a permanent marking that is debossed into the metal to provide secure designation of ownership for the "TCC".

(9) Upholstery:

- a. Seat & Back shall be upholstered with Spradling Whisper polyester vinyl, Class I or Alternate: Design Tek MVP woven vinyl fabric. Refer to Attachments A & B for fabric specifications.

(10) Finish for Steel Components:

- a. 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 [0.038 mm]. Color to be selected from Manufacturer's standard options by Architect.

(11) Interlocking Ganging Device:

- a. The interlocking is to be accomplished by means of four brackets: two with keyhole slots on one side of the chair, and two with shoulder studs on the other side of the chair. All brackets shall be welded to frame members and shall be an integral part of the chair making nuts, bolts, separate loose parts and tools unnecessary. Ganging is to be achieved in a quick, easy manner, using a minimum amount of labor. Ganging shall be positive so that any movement between chairs is kept to a minimum and maintains the ganged chairs on a maximum of 18-3/8" on-center when set up.
- b. The brackets shall be made of not less than 12 gauge steel, and shall be aligned so that the bracket with the shoulder stud engages the slotted bracket in order to gang two chairs together with a minimum of torsion between chairs and thus to assure positive alignment, and they shall be so designed that if the chairs are tipped backwards, they will not disengage.

END OF SECTION
END OF DIVISION

Attachment A



CONFIDENTIAL PROPERTY OF SPRADLING INTERNATIONAL INC.

DATE: APRIL 30TH 2013
Rev. 03

COMMERCIAL SPECIFICATION USA
NAME: WHISPER

PRODUCT LINES		
BUSINESS UNIT	Contract	
GENERAL		
TOTAL WEIGHT - OZ./LIN. YD (+/-10%)	27	
WIDTH - IN. (Min.)	54	
OVER ALL GAUGE- Mils (+/-10%)	45	
EMBOSSING	Delfin	
SUBSTRATE		
TYPE	Polyester	
DESCRIPTION	Hi-Loft ³	
WEIGHT - OZ. /LIN. YD (+/-10%)	5.7	
MISCELLANEOUS		
BACTERIAL RESISTANCE (AATCC TM 147)	Passes	
MILDEW RESISTANCE (ASTM G21)	No Growth (NG)	
ANTI-STATIC (ASTM D-257)	Passes	
SULFIDE STAINING (FISHER BODY TM 31-12)	Passes	
TOPCOAT	Napa	
FLAME RETARDANCY		
FMVSS 302	Passes	
CALIFORNIA TECH. BULLETIN 117 - Section E	Passes	
UFAC Fabric - Class 1	Passes	
NFPA 260 - Cover Fabric - Class 1	Passes	
IMO FTP 2010 Code MSC.307(88), Part 8, 3.1 & 3.2	Passes	
TENSILE STRENGTH - CFFA 17 / ASTM D-751		
POUNDS (MIN.)	Warp	121
	Fill	72
ELONGATION AT BREAK - CFFA 17 / ASTM D-751		
% (AVE.)	Warp	67
	Fill	159
TEAR STRENGTH - TRAPEZOID METHOD - CFFA 16-c / ASTM D-751		
POUNDS (MIN.)	Warp	18
	Fill	18
STITCHING STRENGTH - DIN 54301		
POUNDS (MIN.)	Warp	12
	Fill	8.6
ADHESION - CFFA 3 / ASTM D-751		
POUNDS / IN. (MIN.)	Warp	3.3
	Fill	3.3
ABRASION RESISTANCE - CFFA 1-a / ASTM D-4157		
WYZENBEEK - #10 COTTON DUCK	100,000 cycles No appreciable wear	
ACCELERATED LIGHT AGING		
XENOTEST: AATCC TM 16-3 / NTC 1479 / CFFA-2 a1 - Blue Wool	Calc7 1,000 Hours = Passes	
CROCKING RESISTANCE - CFFA 7 / AATCC TM 8		
WET / DRY	Excellent	
COLD CRACK - CFFA 6-a		
ROLLER METHOD	Passes -20 °F	
FLEX RESISTANCE - NEWARK - CFFA 10 / ASTM D2097	30,000 cycles = Passes	
BLOCKING - CFFA 4	No.1 - No Blocking ; No Adhesion	

Note. The data correspond to minimum results of the statistical analysis.
The information included in this specification is subject to change

I-LAB-029 Revision No. 15

Attachment B

Performance Information

Easy to clean, extremely durable, colorfast, stain and dust resistant.

Abrasion	600,000 Double Rubs with a wire screen abradant
Tensile Strength	350 lbs x 350 lbs
Tongue Tear	45.5 lbs x does not tear
Seam Slippage	64 lbs x 106 lbs
Dimensional Stability	No change after repeated flexing
Stretch	24% x 19%
Flammability ASTM E-84	Class A unadhered/adhered applications
Flammability NFPA 701-96 Test Method #1	Pass (Phone Booth Test)
Flammability California TB 117 Sec.E	Class 1 (Pass)
Lightfastness	800 hours - no change
Crocking	Class 5
Pilling	Class 5 - no Pilling
Mildew Resistance	Will not Mildew
Cleaning Code	W
Warranty	6 years

Pattern/Style#	Content	Approximate Repeat	Width
M.V.P. 1401	100% Lytyn® F.R.	none	54"
Play Ball 1402	100% Lytyn® F.R.	none	54"
Time Out 1403	100% Lytyn® F.R.	none	54"

These fabrics far exceed the following ACT performance standards for UPHOLSTERY:



BID FORM

1. In submitting this Bid, Bidder represents that:
 - a. If this Bid is accepted, Bidder will enter into an agreement with Owner to perform and furnish the Work described in the Bidding Documents for the Bid Price and with the Time of Substantial Completion as outlined in Article III paragraph 3.4.1 of this Bid and in accordance with the other terms and conditions of the contract documents.
 - b. Bidder has carefully examined the Bidding Documents consisting of the Invitation for Bids, and the Specifications entitled "12620 Folding Chairs".

And Addenda Numbers _____.

- c. Bidder has examined the site of work, existing conditions, and all other conditions affecting the work on the above-named Project.
 - d. Bidder has carefully correlated the information known to Bidder and information and observations obtained from visits to the site and the Bidding Documents.
 - e. Bidder is familiar with Federal, State, and Local laws and regulations applicable to this project.
2. Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportations, services, licenses, fees, permits, etc., required by said documents to complete the Work described by the Contract Documents for the lump sum of:

Base Bid: _____ Dollars
(\$ _____)

Alternate No. 1: _____ Dollars
(\$ _____)

RESPECTFULLY SUBMITTED:

Company Name

Signature

(Print Signer's Name)

Title

Date:

Business Address:

City, State, Zip Code:

Telephone:

EXHIBIT B
TO
INVITATION FOR BIDS NO. **140102**

[Licenses]

See following page.

LICENSE

Attach a copy of your Business License* to your bid submittal.

* Business License must be either a City of Tucson Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

EXHIBIT C
TO
INVITATION FOR BIDS NO. **140102**

[References]

See following page.

REFERENCES

Provide the following information for three clients for whom Bidder has provided Services of **similar size and scope** within the past 36 months. ***These references will be checked.*** Please ensure all information is accurate and current. Failure to provide three accurate and suitable references will result in disqualification.

1. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract Initiation: _____
Date of Contract Expiration: _____
Final Contract Cost: _____

Material Description: _____

2. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract Initiation: _____
Date of Contract Expiration: _____
Final Contract Cost: _____

Material Description: _____

3. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract Initiation: _____
Date of Contract Expiration: _____
Final Contract Cost: _____

Material Description: _____