PURCHASING DIVISION CITY OF WORCESTER MASSACHUSETTS 01608-1895 ROOM 201 – 455 MAIN STREET PHONE (508) 799-1220

SEALED BID INVITATION (Supplies, Material, Equipment, Services)

DATE: May 10, 2023
CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro

BID NO. 8014-W3

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED. By virtue of the offeror's signature below, proposer certifies that the product (s) or service (s) bid are in compliance with the City's terms, conditions and specifications in all aspects.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:							
DATE:_	JUNE 2	2, 2023	TIME: 10:00 A.M. LOCAL TIME				
PLACE:	PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts						
MARK SI	MARK SEALED ENVELOPE: "Sealed Bid No. 8014-W3 Folding Chairs & Carts – DCU Center / DPF"						
The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.							
	All bids received will be publicly opened and read in the Bid Room, City Hall at date and time shown above. NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED						
Item	QTY	Description		Mfg.	Model	Unit Price	Total Price
No.							
		Furnish and deliver folding chairs, carts and starter blocks for DCU Center per the attached specifications and requirements of the City of Worcester Department of Public Facilities. Unit price to include material, freight, installation, insurance and training cost Questions pertaining to this bid MUST be directed to					See pricing / specification page
		Christopher Gagliastro via e-mail at					
		gagliastroc@worcesterma.gov					
			1				1
ABOVE A	ARE FOR (DE	PT.)DCU CENTER / DPF	BIDDER	BIDDER			
DELIVERY TO BE F.O.B. (LOCATION) 50 FOSTER STREET, TRUCK DOOR #4 WORCESTER, MA			ADDRESS				
			CITY/TOWN				
DELIVERY IS REQUIRED BY: (DATE) BY OCTOBER 2, 2023		STATE ZIP					
BIDDER TO SPECIFY:		AUTHORIZED SIGNATURE					
DELIVER DAYS FROM DATE OF ORDER			TITLE TEL.:				
PROMPT PAY DISCOUNT: % 30 DAYS, NET 45 DAYS		DATE:					

EMAIL:_

CONDITIONS

- 1) Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
- 2) Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.
- 3) As the City of Worcester is exempt from the payment of Federal Excise Taxes, and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
- 4) All prices are to be firm F.O.B. Delivered Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. Time reserved for award is ninety days.
- 5) In case of error in the extension prices quoted herein, the unit price will govern.
- 6) It is understood and agreed that should any price reductions occur between the opening of this bid and completion of any delivery of any order, the benefit of all such reductions will be extended to the City.
- 7) The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
- 8) Awards will be made to the bidder quoting the lowest net price in accordance with specifications.
- 9) The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.
- 10) It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of purchase.
- 11) The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this quotation or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C.43 Sec. 27, and that this quotation is made in good faith without fraud or collusion or connection with any other person submitting a quotation.
- 12) This inquiry implies no obligation on the part of the buyer, City of Worcester, Mass. Quotations will not be considered unless returned on this form. Your proposal should be forwarded to the office of the Purchasing Department, City of Worcester in a sealed envelope, plainly marked: "Quotation on (item requested)" also, please show Bid Number.
- 13) It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
- 14) Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing (e-mailed to gagliastroc@worcesterma.gov) to the Purchasing Department. No changes will be considered or any interpretation issued unless request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
- 15) Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions may be rejected as informal by the Purchasing Agent. CONDITIONAL BIDS WILL NOT BE ACCEPTED.

CERTIFICATE OF GOOD FAITH FORM AS REQUIRED BY M.G.L. c. 30B

UNDER	MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:					
Section	A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:					
without collusion	ed certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and n or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, eship, corporation, union, committee, club, or other organization, entity, or group of individuals."					
(Please Print)	Name of Person Signing Bid					
	Signature of Person Signing Bid					
	Company					
No	o award will be made without vendor certification of the above.					

IMPORTANT NOTICE TO BIDDERS:

BIDDERS ARE ADVISED NOT TO TAKE ANY EXCEPTIONS TO THE CITY'S TERMS & CONDITIONS.
BIDS THAT INCLUDE COMPANY TERMS & CONDITIONS WHICH CONFLICT WITH THOSE

BIDS THAT INCLUDE COMPANY TERMS & CONDITIONS WHICH CONFLICT WITH THOSE OF THE CITY MAY BE REJECTED.

• Bid results will be available on our website as soon as possible following due date. Please go to www.worcesterma.gov to obtain this information.

SECTION 1 INTRODUCTION

PROJECT DESCRIPTION/LOCATION

The Ctiy of Worcester, Dept. of Public Facilities, seeks bids for folding chairs, stacking carts and starter blocks for the DCU CENTER Arena, 50 Foster Street, Worcester, MA 01608. The DCU Center Arena is operated by ASM Global and is a multifunction facility capable of hosting a variety of events including but not limited to hockey, football, basketball games, concerts, and family shows.

PROJECT SCHEDULE

Delivery of folding chairs and all accessories and parts must be completed by October 2, 2023.

SECTION 2 WARRANTIES

The Folding Chair frame and components shall be warranted for a period of a minimum of twelve (12) years following final acceptance.

SECTION 3

BIDDING REQUIREMENTS

- 3.1 The Bidder shall include a minimum of three (3) references for projects of similar size and complexity performed by the Bidder within the last 18 months. Similar projects shall be defined as large assembly facility with a single order of no less than 3,500 chairs and associated carts for 3,300 chairs.
- 3.2 The Bidder shall forward one (1) original and two (2) copies of the Proposal.
- 3.3 Each Bidder is required to provide the following information both electronically on a thumb drive and originals in the amounts requested below. Bidders who fail to provide any of the submittals requested will not be given consideration.
 - 1. Submit one (1) copy of Drawings (if applicable) and Product information sufficient to explain the bidders proposed system/product and adherence to the bid specifications.
 - 2. Submit one (1) copy of manufacturer's descriptive literature and manufacturer's fabrication specifications.
 - 3. Submit one (1) copy of manufacturer's warranty if different from the Vendor's warranty.
 - 4. Submit one (1) copy of manufacturer's operating, service and/or parts manual.
- 3.4 The Bidder shall possess the ability to furnish replacement parts, and provide service to the DCU Center Arena, Worcester, MA within a 72 hour period during Warranty period.

SECTION 4 DELIVERY

All Proposals shall include freight and shall be delivered to:

DCU Center Arena
40 Foster Street/Major Taylor Blvd.
Door #4
Contact a minimum of 48 hours prior to delivery: Rob Hornbaker
Rhornbaker@dcucenter.com
508-929-0152

All items will be checked upon arrival to ensure each is in approved condition prior to payment.

SHIPMENT OF FOLDING CHAIRS, STACKING CARTS AND STARTER BLOCKS

Chairs shall be delivered on stacking Storage Carts, unboxed and individually wrapped with one plastic bag separated with cardboard insert. All steps shall be taken to protect chairs, carts, and all other accessories during shipment and delivery.

SECTION 5

APPROVED EQUAL PROCESS

5.1 SUBSTITUTIONS

Should the proposer desire approval of a product other than that specified as the basis of design, or an equal product, it must submit a written request for approval of the substitute item in accordance with the following requirements:

- 1. Requests for approval of equals or substitutions must be made in writing and received by CITY OF WORCESTER, Purchasing Division, City Hall, 455 Main St., Worcester, MA, Chris Gagliastro, Gagliastro @Worcesterma.gov, no later than 5:00 p.m. EST Friday, May 26, 2023.
- 2. All such requests must be made on the Substitution Request Form (see attached at end of this section).
- 3. Any approval of the proposed equals or substitutions will be made by Addendum on the City of Worcester Purchasing Department website as per the date in Section 3 RFI / Substitution response date. Bidders shall not rely upon any approval not incorporated into the Contract Documents in this matter.
- 4. Requests received after this time will not be reviewed or considered. No request for approval will be considered unless submitted in accordance with this Section.
- 5. Final decision as to whether an item is an equal or satisfactory substitution rests with the CITY OF WORCESTER.
- 6. Clearly mark manufacturer's literature to indicate equality in performance and appearance.

5.2 SUBSTITUTION REQUEST CONDITIONS

The Owner will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Owner. If the following conditions are not

satisfied, the Owner will return the requests without action except to record non-compliance with these requirements. Every substitution request must state whether the item offered is an equal or equivalent to the specified product. The substitute material or product must be accompanied by its reference in the Contract Documents and complete catalog, technical and other information, as appropriate. In addition to requirements indicated on the Substitution Request Form, comply with following:

- 1. Proposed changes are in keeping with the general intent of the Contract Documents.
- 2. The request is timely, fully documented, and properly submitted.
- 3. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
- 4. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
- 5. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
- 6. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
- 7. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- 8. Where specific test results are required by the Contract Documents, the comparison data for the proposed item shall be based upon the same test methods as those specified, or they shall be correlated to clearly demonstrate comparability.
- 9. The same guarantee/warranty described for the specified product is required for the substitution.
- 10. Coordination information, including a list of changes or modifications needed to other parts of the Work that will become necessary to accommodate the proposed substitution.
- 11. Cost information, including net change, if any.
- 12. Bidder shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data and other information necessary to describe and evaluate the proposed substitution completely. The burden of proof shall be on the Bidder.
- 13. As required, provide a minimum of five (5) references for comparable systems and installation efforts successfully performed by the Bidder within the last 18 months where proposed substitute product has been used successfully on a separate sheet. Include names, addresses, date of installation and contact name and phone number of Owner or Facilities Manager.

SUBSTITUTION REQUEST FORM

SUBMIT TO:

City of Worcester
Purchasing Division
Attn: Chris Gagliastro
GagliastroC@worcesterma.gov
455 Main St.
Worcester, MA 01608

Relative Project:
Name:
Address:
Solicitation Number:
The undersigned request for consideration, the following product instead of the specified item for above Project:
Proposed Substitution:
Reason for Substitution:

SUBSTITUTION REQUIREMENTS FOR REQUEST TO BE CONSIDERED — To support the substitution, provide product data, dimensional data, photographs, samples, performance and test data, project references as necessary to evaluate the substitution request. In addition, a side-by-side matrix must be included of the specified criteria comparing it to the proposed substitution.

Submitted by:		
Proposer:		
/	/	
Print Name of authorized officer	Signature of authorized officer	Date
Firm:		
Address:		
Contact Name / Email:		
2011012 1 (Marie / Zaliwa)	/	
Telephone		

SECTION 6

TECHNICAL SPECIFICATIONS

6.1 FOLDING CHAIRS

6.1.1 GENERAL

Basis of Design: Spec Seats, Clarin Portable Seating; Spectator Series, Gold Series GS100 (Clarin 4400) or approved equal.

Other manufacturers may include: Starena or Virco 198G Series

Frame Width: **Dimensions:** Approx. 18.25"

> Frame Depth: Approx. 21" Frame Height (open): Approx. 33" Seat Height (floor to top of seat): Approx. 19" Folded Thickness: Approx. 4.75"

Seat Cushion Approx. 15 1/2"D x 16 1/2"W

Approx. 17"W x 8"H Back

Seat Cushion Thickness: 3" thick **Back Cushion Thickness:** 1" thick

Performance: Chair Capacity Weight Limit 400 lbs. maximum

> Weight of chair: Max. 21 lbs.

6.1.2 CONSTRUCTION

Chair Frame: The chair shall have a main frame of minimum 18 gauge Galvanized, 1/4" hard steel.

Chair Legs: Legs shall be constructed of minimum 18 gauge galvanized, 1/4" hard steel. Front and

> rear legs shall be connected by steel linkage hinges and rivets, to provide folding action. The legs should be adequately reinforced for use in an arena application. This includes

the use of steel stretchers and cross braces.

The front and rear legs shall be connected with a 1/4" rivet through an 11 gauge bracket

which is formed and welded to provide additional strength.

The front legs shall be provided with a horizontal steel stretcher welded between the front legs and reinforced with 11 gauge K-braces that are riveted to both the stretcher and the front legs. The back legs shall be provided with two horizontal steel embossed stretchers,

welded between the rear legs.

Seat Frame: The seat frame shall fold manually and independent of the chair frame folding action.

> The steel seat frame shall be constructed of 11 gauge steel; vertical leg approx. 7/8" in width and the horizontal leg approx. 3/4" in width, to form a rectangular seat frame with equal rounded corners and inside dimensions measuring approximately 16 1/2" wide x 15 1/2" deep to properly enclose, support the upholstered seat cushion assembly, and three

holes in the metal seat frame for direct metal to metal screw attachment. The seat frame shall be riveted to, and shall pivot on, two shaped side hinge plates riveted to and between the main and rear leg frame.

Durable Santoprene silencing bumpers shall be riveted to the seat supports/stops to ensure quiet operation.

Seat Cushion: The seat cushion shall be designed and constructed to fit the seat frame. Finished dimensions of overall seat shall be approximately 16 1/2" wide x 15 1/2" deep.

> Foam seat cushion shall be of 3" polyurethane foam thickness, supported on an all-black chalkboard (type) laminate/wood base no less than 1/2" thick with enough vent holes to allow for air discharge. An optional oval black marking decal, approximately 4" X 6" shall be attached to the bottom of the seat board. The polyurethane foam complies to the requirements and test procedures of ASTM Specifications D-3574, thus avoiding bottoming out when pressure is applied, and meets flammability requirements of CAL 117 bulletin.

> Baseboard and foam seat cushion shall be covered with the upholstery material as specified below, properly stitched to form a box cushion without welts, and attached to the underside of the baseboard with suitable metal staples. The seat assembly shall fit perfectly inside the chair seat frame and will be attached directly by using 3 vandal proof plated recessed hex washer head screws and the threaded metal inserts/fasteners as previously affixed to the seat board. No wood screws or seat clip attachments are to be used.

Back Cushion: The back cushion shall be minimum 1/8" thick contoured plyboard back board with minimum 1" foam covered with the upholstery material as specified below. Backrest shall be attached to welded steel back panel by four vandal-proof plated screws and upholstery attached to the underside with suitable metal staples. Upholstered back rest panel shall be approximately 17" wide and approximately 8" deep. No wood screws are to be used.

Rubber Feet: The bottom of each chair leg shall have a heavy-duty, non-marring, vandal-proof rubber feet that allow for maximum floor surface contact. Each foot assembly is manufactured with long lasting specially molded rubber over an extra protective smooth "U" shaped soft metal hairpin pronged design understructure for a secure and friction fit located inside the outside tubes on each chair leg. The design of the foot shall be such that if the rubber wears through the exposed surface will not cause damage to the floor. The feet are removable only with the use of tools.

Ganging Device: The interlocking of the chairs shall be accomplished by means of heavy-duty steel ganging bracket with two keyhole die formed slots, welded on one chair leg, and two heavy-duty solid steel machined shoulder studs riveted directly to heavy-duty steel ganging bracket on opposite leg. Ganging is to be achieved in a quick, easy manner. Ganging shall be positive so that any movement between chairs is kept to a minimum and maintains the ganged chairs on approximately 18 1/4" on-center spacing.

Finish: All metal surfaces shall be degreased and bonderized by an E-Coat pretreatment process

to resist rust and allow for maximum paint adhesion. Finish shall be applied by full electro-static process using a Thermosetting Epoxy Powder Coat to assure even coverage of not less than 2-mil thickness. Choice of color shall be from manufacturer's full range

of available colors.

Upholstery Fabric: Fabric shall match Owner fixed seating vinyl fabric, as noted below.

Manufacturer: Spradling USA (Spradlingvinyl.com)

Fabric: Zander vinyl with Urathane topcoat

Fabric backing: Hi-Loft

Abrasion: 100K cycles/Wyzenbeek

Color: Celestial

Flame Retardency: The upholstery specified must conform to: Motor Vehicle Safety Standard 302;

State of California T.B. 117 - 2013. Port Authority of NY & NJ; City of New York Bulletin #44; Boston Fire Department IX-1; NFPA 260 – cover fabric –

class 1; and the Uniform Fire Code standards for flammability.

6.2 STACKING CARTS

6.2.1 SPECIFICATIONS:

Basis of Design is Spec Seats, Clarin TS100 or approved equal.

6.2.2 GENERAL

Dimensions: Maximum 42" W x 127" L x 54" tall including casters

Center Angles: 3" x 3" x 3/16" bar angle Outside Angles: 3" x 3" x 3/16" bar angle End Angles: 3" x 3" x 3/16" bar angle

Square Tubes: 1 ½" square, 12 gauge steel tube Braces: 1 ½" diameter x 3/16" flat steel bar

Stacking Flanges: 10 gauge formed steel

Casters: 6" diameter

Caster Mounts: 4" x 4 ½" x 7 gauge bolted to 7 gauge steel plates

Features: 2 swivel casters & 2 non-swivel casters (No plastic or rubber casters)

Finish: Black powder coat

All welded steel parts shall be in compliance with A.I.S.C.

6.3 STARTER BLOCKS

6.3.1 SPECIFICATIONS:

Basis of Design: Spec Seats, Clarin SB-100 or approved equal and shall be capable of being stacked with the Clarin/Spec TS100 or approved equal.

6.3.2 GENERAL

The starter blocks are to be used to hold casters off floor for stacking and to support the storage carts in stored positions.

6.3.3 DIMENSIONS

2" x 2" x 3/16" steel bar angle 6.5" x 6" x 7 gauge base plates 1 ½ sq x 11 gauge vertical tube

6.3.4 FINISH: Black Powder Coat

6.4 REMOVABLE ARMREST WITH CUPHOLDERS

6.4.1 SPECIFICATIONS:

Basis of Design: Spec Seats, Model AC100/ Arm Conversion Series or equal.

General Arm description: One Universal Armrest required for use on row ends (right or left), between chairs, and/or individual armchairs to accommodate any row/seating configuration.

Frame Construction: Main support of arm shall consist of (2) roll-formed double tube and channel 18gauge steel sections approximately 24" long and riveted together (flat-side back to back) (all perforations in channel – no perforations in tube); to match chair frame design. Arm support extension sections are approximately 7"/8" diagonally cut (same design as main arm support) shall be welded to main support and welded/riveted to armrest top plate. Top of arm support base plate shall be formed to support armrest assembly and underside shall be welded and riveted to both main support of arm section and arm support extension. The finished armrest top shall be approximately 11" long and 2 1/4" wide.

Armrest Interlocking ganging: heavy duty die formed 11 gauge steel brackets; riveted male and female interlocks on both sides of the main arm support shall be the same die formed construction as interlocks on the chairs and shall engage with opposite interlocks on chairs when ganged. When engaged, the arms shall not allow removal of said chair from between interlocked chairs, except when chairs/arms are in the process of being set up or taken down. They are designed for fast alignment; set-up, and take down, binding prevention, and minimum chair movement. The overall width of armrest interlocked between adjacent chairs (common arm) shall be approximately 20" (for 18.25" on-center chairs) and approx. 21.25" (for 19.5" on-center chairs). The same armrest is designed for use on either right or left ends of each chair row and between chairs. End arms shall be provided with a (2) hexagon Allen bolts which, when engaged with double-tube and channel chair, prevents removal of arm except by use of Allen wrench.

Optional Armrest Tops:

Armrest Cup-holder Attachment: Un-upholstered black (colors available) molded rubber secure fit armrest cup-holder top 15 1/4" long; with crossbar cup design and inside dimension 3 5/8" and approx. 3" depth; Attached at bottom of arm.

Armrest Fabric Top Attachment: 1" thick pure polyurethane foam; 1/8" shaped plywood board insert with threaded metal insert/fasteners; upholstered (fabric type / color as per customer selection) armrest shall be approximately 11" long X 2 1/4" wide; attached with vandal-proof plated recessed hex head screws.

Metal Frame Finish: Powder coat finish of not less than 2.5 mil thickness.

Armrest weight: approximately 4.5 lbs. / Warranty: Minimum 12 year frame warranty.

EXHIBIT A - PRICING SHEET

This bid offer includes all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for delivery of FOLDING CHAIRS, STACKING CARTS AND STARTER BLOCKS in accordance with bid specifications, for the prices noted below.

ITEMIZED PRICING

Base Folding Chair	Quantity	<u>Unit Price</u>	Extended Price	
Folding Chairs	3,361			
Stacking Carts	*			
Starter Blocks	*			
Removable arm-rest w/cupholders	Qty. 300			
Attic Stock: Folding Chairs (remain in packing)	Qty. 50			
Attic Stock: rubber feet protectors	Qty. 1,000			
	Total Cost Al Items			
	\$		**	

^{*}Provide quantities of Stacking Carts and Starter Blocks to accommodate 3.500 folding chairs. Bidder shall indicate the exact number of carts and blocks being offered.

** TOTAL PURCHASE PRICE / COST ALL ITEMS

(Includes; insurance, freight, installation, and/or training cost.)