

AN ORDINANCE 2010-09-09-0776

AUTHORIZING THE CITY TO UTILIZE A COOPERATIVE CONTRACT WITH CLARIN SEATING, A DIVISION OF GREENWICH INDUSTRIES, LP TO PROVIDE 3,000 RESERVE SEAT CHAIRS AND 60 STACKING CHAIR STORAGE CARTS FOR THE CONVENTION, SPORTS AND ENTERTAINMENT FACILITES DEPARTMENT FOR A TOTAL COST OF \$220,620.00, FUNDED BY THE HOTEL OCCUPANCY TAX IMPROVEMENT AND CONTINGENCY FUND.

* * * * *

WHEREAS, an offer was submitted by Clarin Seating, a Division of Greenwich Industries, LP to provide the Convention, Sports and Entertainment Facilities Department with 3,000 reserve seat chairs and 60 stacking chair storage carts for a total amount of \$220,620.00; and

WHEREAS, this purchase meets the requirements under the terms of the State of Texas Cooperative Purchasing Agreement adopted by the City of San Antonio by Resolution No. 91-39-53 on September 12, 1991; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer from Clarin Seating, a Division of Greenwich Industries, LP in the amount of \$220,620.00 to provide the Convention, Sports and Entertainment Facilities Department with 3,000 reserve seat chairs and 60 stacking chair storage carts is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. Payment in the amount not to exceed \$220,620.00 in SAP Fund 47099000, Convention Center Capital Projects, SAP Project Definition 42-00016, Convention Center Interior Improvements, is authorized to be encumbered and made payable to Clarin Seating.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers and Fund Numbers as necessary to carry out the purpose of this Ordinance.

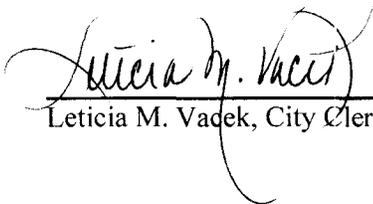
SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this 9th day of September, 2010.

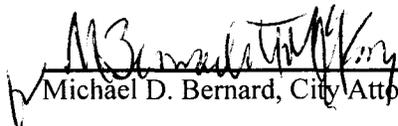

M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vadek, City Clerk

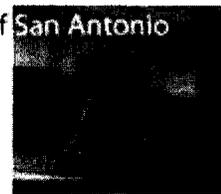


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 10

Name:	5, 6, 7, 9, 10, 11, 12, 13, 16, 17, 18, 19A, 19B, 19C, 19D, 19E, 20, 21, 22						
Date:	09/09/2010						
Time:	09:57:26 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the City to utilize a cooperative contract with Clarin Seating, a Division of Greenwich Industries, LP to provide 3,000 reserve seat chairs and 60 stacking chair storage carts for the Convention, Sports and Entertainment Facilities Department for a total cost of \$220,620.00, funded by the Hotel Occupancy Tax Improvement and Contingency Fund. [Ben Gorzell, Chief Financial Officer; Janie Cantu, Director, Purchasing & General Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Exhibit I

City of San Antonio Bid Tabulation

Opened: August 16, 2010		DB	Clarín Seating, a Division of Greenwich Industries, LP 927 North Shore Drive Lake Bluff, IL 60044 508-528-9708
For: Clarín Seating			
10-153			
Item	Description	Quantity	
1	Reserve Seat, Item # 4400 BIBRLL Price Each Price Total	3,000 ea	\$60.67 \$182,010.00
2	Stacking Chair Storage Truck, Item # CPT-360 Price Each Price Total	60 ea	\$525.00 \$31,500.00
3	Shipping and Delivery Price Each Price Total	1 ea	\$7,110.00 \$7,110.00
	Payment Terms		Net 30
	Total		\$220,620.00
Total Award			\$220,620.00

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPT.

Issued By: DB CITY CONTRACT NO. 10-153
COOPERATIVE CONTRACT NO.: 3-71111030
PROCURING ENTITY/COOPERATIVE: TXMAS

Date Issued: August 17, 2010

Page 1 of 11

TERMS & CONDITIONS FOR CONTRACT FOR
CLARIN SEATING

PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST AND
PROVIDE YOUR OFFER NO LATER THAN 4:00 PM, AUGUST 19, 2010

Contract Documents: The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

- a. This Terms and Conditions Document;
- b. Any Purchase Orders Issued hereunder by the City of San Antonio ("City"); and
- c. Exhibit I - All applicable terms and conditions of Contract # 3-71111030, procured by Clarin Seating and made available to local governmental entities through TXMAS.

Should a conflict arise among the provisions of the contract documents, this Terms and Conditions Document and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This Terms & Conditions Document includes the following: General Terms and Conditions, Product Specifications and Description of Services, Price Schedule, any Attachments identified herein

The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soledad, 11th Floor, San Antonio, Texas 78205, or by calling (210) 207-7260.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Vendor to fully comply with the contract for the amount(s) shown on the accompanying Price Schedule. A signature below indicates that the Vendor has read the entire document, which is incorporated herein, and agreed to the terms therein.

Signer's Name: Roger Schoenfeld Firm Name: Clarin, a Division of Greenwich Industries, LP
 (Please Print or Type)
 Address: 927 North Shore Drive
 Signature of Person Authorized to Sign Offer City, State, Zip Code: Lake Bluff, IL 60044
 Email Address: rschoenfeld@clarinseating.com Telephone No.: (847) 295-2200
 Fax No.: (847) 234-9001

Please complete the following:
Prompt Payment Discount: _____ % _____ days. (If no discount is offered, Net 30 will apply.)

FOR CITY USE ONLY AWARD

Items Accepted:	Ordinance No:	Date:	Amount:

Approved: _____ CITY OF SAN ANTONIO

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: 36-3899689

I. GENERAL TERMS AND CONDITIONS

1. The terms "bidder", "contractor", and "vendor" all mean the party providing goods or services to the City pursuant to this contract.
2. **Rejection of Disclaimers of Warranties & Limitations of Liability.** Any term or condition in Exhibit I, or any document furnished by Vendor, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Vendor's liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.
3. Acceptance of Offer. By signing and submitting this document, Vendor is making an offer to City. A written award of acceptance (manifested by a City Ordinance) and appropriation or purchase order mailed or otherwise furnished to the Vendor results in a binding contract without further action by either party.
4. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the contract documents. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
5. Taxes. Vendor shall not include federal taxes nor State of Texas limited sales excise and use taxes in prices, since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by Vendor.
6. Point of Destination. All goods, materials and equipment shall be delivered FOB Destination, City of San Antonio's designated facility, or to the "ship to" address indicated on the purchase order, inside delivery. Regardless of shipping terms used, title and risk of loss shall pass to City only upon receipt at City's "ship to" address.
7. Delivery Times. Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise herein.
8. Failure to Meet Delivery Schedule. When delivery is not met as provided for in the contract, the Purchasing and General Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct, indirect, consequential, or incidental incurred by the City as a result thereof.
9. Acceptance By City. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
10. Warranty. Unless a specific warranty is provided elsewhere in these contract documents, the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.
11. Change Orders. In order to comply with Texas law governing purchases made by municipalities, the follow rules shall govern all change orders made under this contract.

(a) Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of Purchasing and General Services Department ("Purchasing Director"), or her designee, provided that such change orders:

- (1) are made in writing, signed by the Purchasing Director or her designee;
- (2) do not involve an increase or decrease in contract price of more than \$25,000; and
- (3) sufficient funds have already been allocated by City or are available to the Purchasing Director to cover any increase in contract price.

(b) Any other change will require approval of the City Council, City of San Antonio.

(c) Changes that do not involve an increase in contract price may, however, be made by the Purchasing Director.

12. Contract Termination

TERMINATION-BREACH:

(a) Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing and General Services, its obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

(b) The City may cancel this contract for convenience upon thirty-five (35) days prior written notice.

TERMINATION-FUNDING:

(c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

13. INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY

UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.**

14. Assignment and Subcontracting

- (a) Vendor shall not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director of City's Purchasing and General Services Department. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor.
- (b) Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this contract shall be the responsibility of Vendor. City shall in no event be obligated to any third party, including any subcontractor of Vendor, for performance of services or payment of fees.
- (c) Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio, and shall confer no rights upon any third person. Should Vendor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract, City may, at its option, cancel this contract and all rights, titles and interest of Vendor shall thereupon cease and terminate, notwithstanding any other remedy available to City. The violation of this provision by Vendor shall in no event release Vendor from any obligation under the terms of this contract, nor shall it relieve or release Vendor from the payment of any damages to City, which City sustains as a result of such violation.

15. Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the vendor under this contract and that the vendor has no authority to bind the City.

16. Patents/Copyrights. The Vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. Public Information Act. Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. All contracts are subject to the Public Information Act, Texas Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the contract documents that Vendor claims is not subject to public inspection under the Public Information Act.

18. Conflict of Interest. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

19. Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

20. Nonwaiver of Performance. Unless otherwise specifically provided for in this contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

21. Non-discrimination Policy. It is the City's policy that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

22. Compliance with Law. Vendor shall provide and perform all services required under this contract in compliance with all applicable federal, state and local laws, rules and regulations.

23. Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

24. Entire Agreement. This contract, together with its authorizing ordinance and its attachments, purchase orders, and exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the Change Order provision herein.

25. Invoicing and Payment.

(a) Address for Invoices. All invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

(b) Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

- (c) Payment by City. City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

- (d) NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.
- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.
- (f) Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by bidder after contract award.
- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

The City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and the City will take the 2% discount if the invoice is paid within the 10 day time period.

II. PRODUCT SPECIFICATIONS & DESCRIPTION OF SERVICES

1. Scope of Work: Contractor to furnish and deliver the Reserve Seat model 4400 BIBRLL as well as the Chair Stacking Truck model CPT-360 for the Convention, Sports and Entertainment Facilities Department as described herein.

STOCK ID	DESCRIPTION	QUANTITY
4400 BIBRLL	Reserved Seat with 3" seat cushion, "B" style back, standard frame color: black, upholstered: clarvinyl grade 1 VA14 BLACK Manual Uplift Seat, Inter Bracket Ganging, painted seat board with oval marking decal	3000
CPT-360	Stacking Chair Storage Truck	60
Freight	Estimated Freight	1

2. Delivery Schedule.

Delivery of all items must be made no later than, Friday, October 15, 2010.

III. PRICE SCHEDULE

STOCK ID	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
4400 BIBRLL	Reserved Seat with 3" seat cushion, "B" style back, standard frame color: black, upholstered: clarvinyl grade 1 VA14 BLACK Manual Uplift Seat, Inter Bracket Ganging, painted seat board with oval marking decal	3000	\$60.67	\$182,010.00
CPT-360	Stacking Chair Storage Truck	60	\$525.00	\$31,500.00
Freight	Estimated Freight	1	\$7,110.00	\$7,110.00
			Total	\$220,620.00

Statement:

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us/forms/CIQ.pdf. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.”

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY OF SAN ANTONIO
PURCHASING & GENERAL SERVICES
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: PURCHASING & GENERAL SERVICES
111 SOLEDAD, 11TH FLOOR
SAN ANTONIO, TEXAS 78205

REMARKS:

Chairs will be delivered in hand by October 15, 2010 given a purchase order by September 10, 2010.

Delivery by October 15th, 2010 is subject to the availability of material on hand at the time of order



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 * .75\% = \375) will be paid to the State of Texas by the TXMAS contractor.



CLARIN DIV. OF GREENWICH INC. L.P.
Contract TXMAS-3-7111030

On-Line Catalog/Order Processing

SPECIAL USE FURNITURE

Corporate Office:
 CLARIN DIV. OF GREENWICH INC.
 L.P.
 927 NORTH SHORE DRIVE
 LAKE BLUFF IL 60044
 USA

Send PO to:
 CLARIN DIV. OF GREENWICH INC.
 L.P.
 927 NORTH SHORE DRIVE
 LAKE BLUFF IL
 USA
 Vendor ID: 13638996895

Invoice From:
 CLARIN DIV. OF GREENWICH INC.
 L.P.
 927 NORTH SHORE DRIVE
 LAKE BLUFF IL
 USA
 Vendor ID:

Delivery: 45-90 DAYS ARO

FOB Point: LAKE BLUFF, IL

Terms: NET 30 DAYS

Remit To: CLARIN DIV. OF GREENWICH INC.
 L.P.
 927 NORTH SHORE DRIVE
 LAKE BLUFF IL
 USA
 Vendor ID:

Vendor ID: 13638996895

Business Type: Small

DUNS #: 824951529

Effective: 8/4/2003

Expires: 9/30/2010

CONTACT: ROGER MCKELVEY
 Phone 800-323-9062 x113
RMCKELVEY@clarinseating.com

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

<u>Dealer Name</u>	<u>City</u>	<u>State</u>	<u>Contract Number</u>	<u>Hub</u>	<u>Contact Info</u>
ROCKFORD BUSINESS INTERIORS	AUSTIN	TX	<u>TXMAS-3-71111030-1</u>	No	JOHN RADEMACHER 512-416-4317 jrademacher@rockford-texas.com
WILSON OFFICE INTERIORS	CARROLLTON	TX	<u>TXMAS-3-71111030-2</u>	No	JOE SANTIFER 972-488-4182 jsantifer@wilsonoi.com
TECHNICAL FURNITURE RESOURCES, INC.	AUSTIN	TX	<u>TXMAS-3-71111030-3</u>	Yes Gender=F, Ethnicity=WO	JULIE SHEAFFER 512-327-3144 julie@techfurnitureresources.com
JONES & COOK STATIONERS	MCALLEN	TX	<u>TXMAS-3-71111030-4</u>	No	DEBBIE REED 210-650-3995 DEBBIE@JONESCOOK.COM
SEATING SPECIALISTS, LLC	BURLESON	TX	<u>TXMAS-3-71111030-5</u>	Yes Gender=F, Ethnicity=AS	TRACY SHAKESPEARE-BRANCH 817-426-5233 TRACLIGHT44@AOL.COM
ABLES-LAND, INC.	TYLER	TX	<u>TXMAS-3-71111030-6</u>	Yes Gender=F, Ethnicity=WO	DONNA VESSELS 903-593-8407 x228 DBV@SWBELL.NET
1ST CLASS SOLUTIONS	LUBBOCK	TX	<u>TXMAS-3-71111030-7</u>	Yes Gender=F, Ethnicity=WO	KIM NEWSOM 806-798-2019 CNEWSOM3@SUDDENLINK.NET

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 8/4/2003 through 9/30/2010 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-28F-2008D.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$50

Maximum Order: \$100,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open

market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this company has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract **must** purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have any questions, please send an email to txmas@cpa.state.tx.us or call (512-463-3421).

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: case goods, conference room furnishings, occasional tables, seating modular, chairs, stacking chairs, multipurpose, work stations, reception stations, library products, executive furniture, office furniture, files, storage cabinets, furniture systems, filing cabinets, lateral files, credenza, secretarial desk, executive desk, hutch, table, ergonomic seating, adjustable, task, high back, swivel, mobile, mid-back, swivel tilt, syncro-tilt, laminate, veneer, fabric, leather, pedestal, leg, free standing, cafeteria furniture, lounge furniture, waiting room furniture, panels, components, electrical, outlets, power, computer furniture, vertical files, accessories, keyboard trays, paper management, trays, OFS, Cabot Wrenn, Nucraft, Magna Design, JSJ Seating Company

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us

Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans



Sales Quote

927 North Shore Drive
Lake Bluff, IL 60044

QUOTE #
72910

phone: 508-528-9708
fax: 508-541-5668

Date: 7/29/2010 Project: Alamodome
 Att'n.: Mr. Jim Mery Sales Person #: A072
Executive Director Name: Steve Luttazi
Convention, Sports & Entertainment Facilities Phone: 508-528-9708
San Antonio, TX Fax: 508-541-5668

ITEM #	QTY	DESCRIPTION	PRICE EACH	PRICE EXTENSION
4400 BIBRLL	3000	"Reserved" Seat with 3" seat cushion "B" style back Standard Frame Color: BLACK Upholstered: Clarvinyl Grade 1 VA14 BLACK Manual Uplift Seat Inter Bracket Ganging Painted Seat Board with Oval Marking Decal	\$60.67	182,010.00
CPT-360	60	Stacking Chair Storage Truck (holds 50 model 4400 chairs)	\$525.00	31,500.00
Freight	1	Estimated Freight	\$7,110.00	7,110.00
SPECIAL INSTRUCTIONS / NOTES:			Total	220,620.00

Chairs will be delivered in hand by October 15, 2010 given a purchase order by Sept. 10, 2010
Delivery is subject to the availability of Material on hand at time of order

TXMAS Contract # 3-71111030

CHAIRS WILL BE SHIPPED ON CONSTRUCTED STORAGE TRUCKS

Order to match previous chair order # 013974

F.O.B. San Antonio, TX Frt. Class _____
 Quotation expires: 9/29/2010 Est. Weight (LB) _____

Purchase Orders must reference a Quote Number and Part Numbers if available.

Terms: Net 30 days after delivery, no retainage allowed. A service charge of 1-1/2% per month will be made on balance not paid within 30 days of billing date. Prices based on our specifications unless otherwise stated by Clarín in writing. Clarín cannot be held responsible for any quotations found to be incorrect due to the failure to include specifications and architect's drawings. Any quote may be considered void at a later time if modifications or amendments to the original quote result in additional cost; in this case, a new quote will be issued to the representative which will reflect those additional costs. The amount of any present or future sales, use, excise or other similar charge incident to sale of goods shall be paid by buyer.

Steven J. Luttazi
Senior Vice President
Sports & Entertainment
508-528-9708
508-541-5668 FAX

CLARIN

DIVISION OF GREENWICH IND., L.P.

SPECIFICATION

CPT-360 STACK TRUCK

STEEL STACKING TRUCKS: The chair storage trucks to be furnished shall be of a design to fit and work with the exact chair being bid. A sufficient number of trucks are to be furnished to accommodate the storage of chairs furnished under this contract. They shall be Model CPT-360 as catalogued by Clarin, Division of Greenwich Ind., l.p. or an approved equal.

Trucks are not to exceed 50" in width, or 117" in length. Weight is approximately 300 lbs.

TRUCK CONSTRUCTION: All tubes, angles, and formed channels shall be welded in accordance with current requirements of A.I.S.C. specifications.

Center Formed Channels:	11-3/8" wide x 2-3/4" deep with 9-7/8" opening formed channel constructed of 10 gauge steel.
Outside Formed Channels:	4-3/4" wide x 2" deep with 3" opening formed channel constructed of 10 gauge steel.
End Angles:	3" x 3" x 1/4" structural angles.
Square Tubes:	1-1/2", 11 gauge high carbon steel
Braces:	1.05" diameter, 14 gauge high carbon tubing
Stacking Flanges:	1/4" formed steel

Trucks shall be constructed to allow easy stacking with fork lift truck. Each truck will be equipped with two swivel casters on one end and two non-swivel casters on the other end. The wheels of the casters shall have a diameter of approximately 6" x 2" thick constructed of polyolefin.

The caster mounts are to be 1-3/8" x 7/8" x 7 gauge welded to the channel. A total of four (4) cross-supports shall be welded to the underside of the truck bed. Two (2) of the cross-supports shall be welded to a pair of heavy duty swivel casters and two (2) cross-supports shall be welded to a pair of heavy duty non-swivel casters.

FINISH: After fabrication, all metal parts of the truck shall be given a bronze color coat of good quality metal enamel which has been formulated to contain rust inhibitors.

OPTIONAL STARTER BLOCKS: To be constructed of 2" x 2" x 3/16" structural angles, 6" x 6" x 1/4" corner plates.

Starter blocks are used to hold casters off the floor for stacking and support trucks in stored position. Blocks are to be set on the floor and should provide rigid support through short upstanding legs to the feet of the truck. One starter block is required for every three trucks.

WARRANTY: Clarin guarantees the storage trucks, furnished hereunder, against defective workmanship and materials for a period of one (1) year after cost to the purchaser, any truck proving defective or repair same at Clarin's own expense, if such defect appears within the warranty period.

927 NORTH SHORE DRIVE ♦ LAKE BLUFF, ILLINOIS 60044
PHONE: 847-295-2200 ♦ FAX: 847-234-9001
TOLL FREE: 1-800-323-9062

CLARIN
DIVISION OF GREENWICH IND., L.P.
PERFORMANCE SPECIFICATION
MODEL 4400(A&B)

DESIGN:

The chair shall have the X-type design. With this design, the occupant's weight is distributed more equally between the front and rear legs. The top of the back leg engages the seat at a point minimal in distance from the front edge of the seat, thus diminishing the fulcrum effect and resultant hazard from weight on the front edge and/or corner of the seat. This design eliminates the necessity of a back leg resting against the front leg to hold the chair in the open position. Therefore, the hazard of injury to children, who may place their hands on the top of the back leg of a partially open chair and then be injured when another individual sits in the chair, is eliminated. Furthermore, the hazard of a collapsing chair, should the back leg be misaligned through continual use and therefore not engage the front leg, is eliminated.

The chair shall have the double-tube and channel frame which combines the rigidity of the tube with the resiliency of the channel. This type of frame gives an extremely strong, but resilient shock-absorbing chair. Where it is absolutely necessary to pierce the cross-section of the frame, the hole is made in the channel, not in the tubes. Piercing of the tube will weaken the frame.

The chair shall have rubber feet which are molded over U-shaped metal furniture glides, not rubber crutch tips. This foot design has twice as much rubber content as crutch tips used on tubular chairs and provides four times greater contact surface with the floor. The increased contact surface with the floor also provides for a quieter chair. When in position, the feet are tension loaded, making it impossible to remove by hand. If the rubber should ever wear through, the metal furniture glides will protect the floor surface.

The finished frame member cross-section, after forming, shall be approximately 1-3/8" in width with a channel width between side tubes of approximately 5/8" in width and a thickness including side tubes of approximately 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. The double tube and channel leg and frame constructions shall functionally resemble that of an I-beam which will allow for a built-in resiliency and avoid rigidity, thus diminishing stress which could cause component parts to break.

The back cushions are attached to the frame by means of tamper-proof, torx drive head machine screws, threaded into metal inserts in the back board. No wood screws are to be used. The seat cushions are enclosed in a rolled angle covering the top edge of the seat. This seat frame design prevents the cushion from slipping from its mounted position and further protects the upholstery work. Both cushions are installed to allow for eventual replacement of upholstery.

Cross-braces between the legs shall incorporate the double-tube and channel design. The back leg stretchers are further strengthened with an embossment running the length of the stretcher. All cross-brace ends shall be either wrapped around and welded to the legs or set into the channel section of the leg welded.

Ganging of the chair shall be accomplished by the use of four interbrackets welded into the channel of the frame. Welding the interbrackets into the channel of the frame reduces unnecessary protrusions from the chair frame which might snag or tear clothing. Ganging shall be positive so that any movement between the chairs is kept to a minimum. The brackets must be mounted as an integral part of the chair with ganging of the chairs requiring a minimal amount of labor.

HANDLING & STORAGE:

The chair shall be designed to minimize labor costs related to set-up, take-down, and storage. The superior X-type design chair, with its inherent compact folding capability, can be stored in 30% to 40% less space than tubular type chairs. This reduces costs related to storage requirements.

DETAILED SPECIFICATIONS

MODEL 4400

GENERAL:

The units to be furnished herein shall be of attractive design, free from objectionable projections or irregularities. They shall be units of first-class workmanship with particular reference to smooth rounding of corners and edges, smoothness of exposed welds, bolts and rivets, free from all scratching, tearing and pinching hazards.

STANDARDS:

The specifications are based on the standards and quality of Clarin, Division of Greenwich Ind., l.p., Lake Bluff, Illinois or an approved equal.

The chairs to be furnished hereunder shall be Model 4400 folding chairs, equipped with ganging brackets, as manufactured by Clarin, Division of Greenwich Ind., l.p., Lake Bluff, Illinois. The chair 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 approximately 33" (Erect Pitch shall measure approximately 33 3/4"). Each single chair equipped with the required upholstered seat and upholstered back, when folded, ready for storage, shall not be greater than 5-1/4" 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.

CONSTRUCTION:

CHAIR FRAME: The main frame of the chair shall be composed of U.S. steel, having a thickness of not less than 19 gauge 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 1-3/8" in width with a channel width between side tubes of approximately 5/8" in width and a thickness including side tubes of approximately 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. The double tube and channel leg and frame constructions shall functionally resemble that of an I-beam which will allow for a built-in resiliency and avoid rigidity, thus diminishing stress which could cause component parts to break.

LEGS: 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 U.S. 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 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.

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 U.S. 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 approximately 11-7/8" above the floor surface to provide freedom of leg movement and greater comfort for the occupant.

Option: Legs of chairs can be permanently ganged in sets of 2 or 3.

RUBBER FEET: 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 3/8" x 1".

SEAT FRAME: 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 U.S. 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 leg approximately 7/8" 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.

AUTO UPLIFT SEAT(Option): The seat shall automatically return to the upright position upon exit by occupant

SEAT CUSHION: 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 seat cushion is manufactured in North America. 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.

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.

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.

BACK CUSHION: 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, manufactured in North America. 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 8-5/8" top-to-bottom and 17" side-to-side for "B" style back and 14 1/2" for "A" style back.

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.

UPHOLSTERY: Vinyl seat and back cushions. The vinyl to be installed shall meet the following:

- CC-A-680a (Federal Standard 191A)
- California Bulletin 117
- BIFMA
- Massachusetts Fire Code
- Automotive (MVSS-302)
- Boston Fire Department
- City of New York
- NFPA 701 Small Scale Test
- Port Authority of New York and New Jersey
- Department of Transportation (FAR 25.853b Modified)

FINISH: All metal surfaces shall be cleaned using a power-wash system that incorporates high concentration detergent cleaning, adequate rinsing and phosphatizing, to prepare the metal surfaces for finishing.

In order to guarantee quality of finish, the chair shall be sent through a dry-off oven for 6 minutes at 375 degrees before the application of any surface coating.

The chair, while still warm, to aid coating flow-out, shall be electrostatically coated with a water borne baking enamel having volatile organic compounds of less than 3 lbs. per gallon (minus water) and having a 60-70% gloss. The paint shall be baked at 350 degrees F for twelve minutes.

INTERBRACKET GANGING DEVICE: The interbracketing 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.

The brackets shall be made of 12 gauge U.S 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.

INTERBRACKET ARMS: (Optional) The interbracket arms shall be single arms equipped with ganging brackets of 12 gauge U.S. Steel, two with keyhole slots on one side and two with shoulder studs on the other side. The brackets shall be aligned so that the bracket with the shoulder stud engages the slotted brackets, so that two chairs may be ganged together and at that time be provided with an arm rest between them. The arm shall be engaged so as not to allow removal of said arm except in the process of setting up or taking down of the chairs.

The arm designated for each end of the rows shall be equipped with only two brackets on one side, the left interbracket arm for each left end chair and the right interbracket arm for right end chair. The end arms are equipped with a 3/8" x 2" socket head screw. The cap screw shall prevent, when set, the end arms from being removed except by personnel of the auditorium. The cap screws are to be staked so as to prevent the removal of the screws. The cap screw shall have a hexagon recess so that it cannot be removed except by means of an Allen Wrench.

The main support of the arm shall be made of U.S Steel having a thickness of not less than 19 gauge rolled and formed into a cross-section having a center channel edged 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 arm frame member cross-section, after forming, shall be approximately 1-3/8" in width and a thickness including the side tubes of approximately 3/8". Two such members are to be joined together to make one arm support.

The arm rest metal base shall be approximately 10" in length and 2" in width and be equipped with 180 degree rounded ends. The finished arm rest metal base shall be made from a single piece of steel formed with a flat upper surface with vertical sides below said surface approximately 3/8" in height. The lower edge of the metal in the vertical sides shall be turned into the inside face under the arm rest base.

The arm rest with interbrackets shall be upholstered, as specified for seating, and shall be contoured for comfort, and finished with waterfall edges. The arm upholstered unit shall be of the removable type mounted on a single piece of fiberboard not less than 1/8" in thickness. The fiberboard base shall be cut to such size that when equipped with the

Model 4400(A&B)

upholstery specified, the upholstered arm will extend over the metal arm on all sides, not more than 1/4".

The arm fiberboard shall be overlaid with CAL 117 polyurethane foam cushion, 7/8" in thickness, all of which shall be overlaid with the upholstery specified. The cushion assembly installed in the arms shall be of such size that when the cover is installed over the cushion, all edges of the fiberboard will also be provided with cushion pad. The fiberboard and cushion are both manufactured in North America. The arm board shall be provided with two threaded metal inserts equipped with screws for attaching the complete cushion to the metal arm of the chair. The machine screws furnished shall be of the type provided with Phillips slotted heads.

Clarín, Div of Greenwich Ind. L.P.
927 North Shore Drive, Lake Bluff, IL 60060
800-323-9062/ 847-295-2200