

**LARIMER COUNTY PROPOSAL #P16-17
BUDWEISER EVENT CENTER CLUB SEATING REPLACEMENT
DECEMBER 30, 2016 2:00 P.M.**

Proposals to consider contracting with a vendor to replace the existing upholstered fixed and retractable club seating in the Budweiser Event Center (BEC) at The Ranch for the Larimer County Fairgrounds in Loveland were accepted on Friday December 30, 2016 at 2:00 p.m. in the Purchasing Department. Proposals were accepted by Les Brown, Purchasing Agent, and recorded by Whitney Wilson, Purchasing Agent. The following proposals were received:

Norcon of New Mexico, LLC
Irwin Seating Company

No decision of award was made pending review and recommendation by the Larimer County Fairgrounds.

The Larimer County Fairgrounds reviewed the proposals and recommends accepting the proposal from Irwin Seating Company as per the attached departmental recommendation.

The Larimer County Purchasing Department concurs with the above recommendations.



Ms. Heather MacMillan, CPPB, M.Ed.
Purchasing Director



Carol L. Block, Financial Services Director
For the Board of Larimer County Commissioners



PURCHASING DEPARTMENT

200 W. Oak Street, Suite 4000
Fort Collins, Colorado 80521
(970) 498-5955
Fax (970) 498-5959

TO: Bob Herrfeldt, Fairgrounds & Events Center Director
Mark Tinklenberg, Senior Operations Manager

FROM: Les Brown, Purchasing Agent

DATE: 12/30/2016

SUBJECT: P16-17, The Ranch/BEC Club Seating

Transmitted for your review and recommendation, are the proposals received to consider contracting with a vendor to replace the existing upholstered fixed and retractable club seating in the Budweiser Event Center (BEC) at The Ranch, a.k.a Larimer County Fairgrounds in Loveland, Colorado. Please fill in this form and return it to me via interoffice mail or fax.

The following criteria must be used to evaluate the proposals:

- Quality Assurance
- Firm Capability
- Project Approach
- Firm Availability and Project Schedule
- Cost

This document will be considered a public record and open to inspection. The individual committee score sheets, comment sheets and other evaluation notes are DELIBERATIVE PROCESS records and not public records. Please keep these documents in your files.

Explain why you want to award the work to a particular vendor and the dollar amount of the award:

Two (2) proposals were received in response to this Request for Proposal. Each member of the Evaluation Committee individually evaluated and scored each proposal received. After reviewing the Scoring Matrix (below - page 6), the Evaluation Committee decided to ask the highest scoring vendor, Irwin Seating Company, a few clarifying questions. After reviewing the answers to the clarifying questions (below - pages 2 - 5), the Evaluation Committee unanimously selected to award to the highest-scored vendor, Irwin Seating Company, in the amount of \$111,729.29, plus the Evaluation Committee added the option for the vendor to install the owner-supplied decking in sections Q, R and S (as mentioned in question #3 of the clarifying questions) in the amount of \$3,888.00 for a total cost of \$115,617.29.

THIS RECOMMENDATION MUST BE SIGNED BY THE DEPARTMENT HEAD

  
DEPARTMENT HEAD SIGNATURE DEPARTMENT DATE

Thank you.

**Clarifying Questions for Irwin Seating Company
regarding RFP P16-17 Budweiser Events Center Club
Seating Replacement:**

1. Does this pricing include removal and disposal of existing seats in RFP specified sections?
 - Yes
2. Does this pricing include vendor supplied logos at row ends?
 - Logos were not in the specification and therefore not included. To include a 5 ¼" logo to each end ADD \$1,023.00.
3. Does this pricing include installation of owner supplied telescopic decking (Panel-Am)?
 - No, not in the base bid. To install the owner supplied decking in sections Q, R and S only ADD: \$3,888.00.
4. Does this pricing include armrests and cup holders for Integra chair system?
 - We included standard plastic arms only. Cup holders are not included however, are available; adding them may affect the seat count.
5. What type of warranty does vendor provide on their systems?
 - See attached warranties.
6. What are the range of widths available for the Citation and Integra chairs?
 - Citation chairs are available from 19" through 24". A mix of these sizes are typically used to fill in the seating between the aisles and meet the desired seat count. Integra chairs are beam mounted and thus chair sizes are based on available space between aisles.

7. Clarify how vendor will address row lengths and aisle widths as specified in Addendum 1 "Potential Seating Arrangement" in contrast to original drawings as seen attached to RFP P16-17 Budweiser Events Center Club Seating Replacement.
 - Irwin Seating Company will provide drawings for approval.

8. How many years have the Citation and Integra seating system been manufactured? Provide probable schedule on discontinuation of specified seating systems. Provide specific seating and fabric colors that will continue to be in production within next five to ten years.
 - The Citation chair was introduced in 1965 and revised to the current design in 2012. The Integra chair was introduced in 2011. Both of these chair models are high volume product offerings and have been very well received by the market place; there is no plan to discontinued ether anytime soon. Irwin Seating offers 15 standard plastic colors that will be available for the next 10 years.

9. Vendor shall supply subcontracted installation team contact information.
 - 360 Inc. Jon Reed jon@three-sixtyinc.com 616-745-5728.



Telescopic Product Warranty

Irwin Seating Company ("Seller") warrants to the original purchaser ("Buyer") its telescopic seating products against defects in material and workmanship from the date of shipment until the applicable time periods set forth below.

Warranty Periods:

Structural Components	5 Years
Operating Mechanisms	5 Years
Plastic, Wood and Painted Components	5 Years
Upholstered Components	1 Year
Electrical and Power Components	1 Year

Seller at its option will either repair or replace with a comparable product within commercially acceptable standards any product which fails under normal and reasonable use for which the product is intended, provided such failure and written notification of such failure to Seller occurs within the applicable time period set forth above and that Buyer has paid the full project price. Alternatively, Seller may refund the purchase price paid for the returned defective product. Damage or repairs arising from abuse, accident, vandalism, improper installation, or alteration of the product subsequent to sale, shall not be considered to be a defect in material or workmanship. Notwithstanding anything to the contrary herein, this warranty shall include materials and freight for the applicable time period set forth above except Seller shall also pay for labor during the first two years of the warranty period.

THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OBLIGATION OF ANY SURETY SUPPORTING THIS WARRANTY CEASES ONE YEAR FROM THE DATE OF SHIPMENT.

Buyer's sole and exclusive remedy against Seller shall be for the repair or replacement of defective parts as provided herein and no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Buyer. The sole purpose of this exclusive remedy shall be to provide Buyer with free repair and replacement of defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed in its essential purpose so long as Seller is willing and able to repair, replace or refund the defective parts in the prescribed manner.

Buyer is responsible for regular maintenance of the products. Refer to your Operational & Maintenance Manual for routine requirements. This work shall be performed at reasonable intervals based on frequency of use, but at least every six (6) months. All hazards are to be corrected prior to further use.

Additionally, provide for not less than annual assessment of the telescopic seating system including safety, operation, and system components conducted by factory trained and certified technicians, as required by ICC Code 300-2012 Section 501.2.

Failure to give notice of any defect within the applicable time period or the failure to perform regular maintenance voids this warranty. This warranty specifically excludes and does not apply to: (a) customer's own material and non-standard color or surface finishes; (b) color fading of product; (c) user attached accessories or customer product changes either not installed by Seller or resulting in damage or changes to the product; (d) use of product outside that of normal wear and tear, including neglect, vandalism or misuse; (e) consumable components of products (e.g., light bulbs); or (f) natural variations of parts of products, including, but not limited to color fastness and natural variations in wood.

Seller's entire warranty is embodied in this writing, irrespective of any statements made by Seller's salesmen, employees, or agents about Seller's products. Any such statements do not constitute warranties, shall not be relied upon by Buyer, and are not part of this warranty. This writing is a complete and exclusive statement of the terms of Seller's warranty and may not be modified, altered, or amended except in writing and signed by an officer of Seller.



Indoor Product Warranty

Irwin Seating Company ("Seller") warrants to the original purchaser ("Buyer") its indoor fixed seating products against defects in material and workmanship from the date of shipment until the applicable time periods set forth below.

Warranty Periods:

Component	Warranty Period
Structural Standards	5 Years
Operating Mechanisms	5 Years
Plastic, Wood and Painted Components	5 Years
Upholstered Components	1 Year
Electrical and Power Components	1 Year

Seller at its option will either repair or replace with a comparable product within commercially acceptable standards any product which fails under normal and reasonable use for which the product is intended, provided such failure and written notification of such failure to Seller occurs within the applicable time period set forth above and that Buyer has paid the full project price. Alternatively, Seller may refund the purchase price paid for the returned defective product. Damage or repairs arising from abuse, accident, vandalism, improper installation, or alteration of the product subsequent to sale, shall not be considered to be a defect in material or workmanship. Notwithstanding anything to the contrary herein, this warranty shall include materials and freight for the applicable time period set forth above except Seller shall also pay for labor during the first two years of the warranty period.

THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OBLIGATION OF ANY SURETY SUPPORTING THIS WARRANTY CEASES ONE YEAR FROM THE DATE OF SHIPMENT.

Buyer's sole and exclusive remedy against Seller shall be for the repair or replacement of defective parts as provided herein and no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Buyer. The sole purpose of this exclusive remedy shall be to provide Buyer with free repair and replacement of defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed in its essential purpose so long as Seller is willing and able to repair, replace or refund the defective parts in the prescribed manner.

Buyer is responsible for regular maintenance of the products. "Regular maintenance" includes tightening of any loose assembly and attaching hardware, replacement of damaged components, cleaning of upholstery and other finishes, inspection of product components (including assembly hardware, moving parts and anchoring devices) and removal of dirt on any powder-coated steel, especially on attaching footplate. This work shall be performed at reasonable intervals based on frequency of use, but at least every six (6) months. Strenuous use requires weekly inspection. All hazards are to be corrected prior to further use.

Failure to give notice of any defect within the applicable time period or the failure to perform regular maintenance voids this warranty. This warranty specifically excludes and does not apply to: (a) customers own material and non-standard color or surface finishes; (b) color fading of product; (c) user attached accessories or customer product changes either not installed by Seller or resulting in damage or changes to the product; (d) use of product outside that of normal wear and tear, including neglect, vandalism or misuse; (e) consumable components of products (e.g., light bulbs); or (f) natural variations of parts of products, including, but not limited to color fastness and natural variations in wood.

Seller's entire warranty is embodied in this writing, irrespective of any statements made by Seller's salesmen, employees, or agents about Seller's products. Any such statements do not constitute warranties, shall not be relied upon by Buyer, and are not part of this warranty. This writing is a complete and exclusive statement of the terms of Seller's warranty and may not be modified, altered, or amended except in writing and signed by an officer of Seller.

P16-17 Budweiser Event Center Club Seating Replacement - Scoring Matrix

COMPANY:	Irwin Seating Company	Norcon Of New Mexico, LLC
EVALUATORS		
#1	4.18	2.68
#2	5.00	2.20
#3	4.15	2.85
TOTALS	13.33	7.73