

Virginia Military Institute

Lexington, Virginia 24450-0304

PURCHASING OFFICE

Phone 540-464-7323

Fax 540-464-7669

Voice/TDD 540-464-7616

INVITATION FOR BID

IFB #V211-03-015

Issue Date: 9 July 2002

Title: Portable Telescoping Gymnasium Bleachers
Cocke Hall

Issuing Agency: Purchasing Office
Virginia Military Institute
Lexington, Virginia 24450

Using Agency And/Or Location: Athletic Director's Office
Where Work Will Be Performed: Virginia Military Institute
Lexington, Virginia 24450

Sealed Bids Will Be Received Until 2 PM, EDT, Monday, 22 July 2002 for furnishing the goods and services described herein and then opened and read in public.

All Inquiries For Information Should Be Directed To: Purchasing Office, 314 Smith Hall (540) 464-7734.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE, IF BIDS ARE HAND DELIVERED, DELIVER TO: PURCHASING OFFICE, 314 SMITH HALL, VIRGINIA MILITARY INSTITUTE, LEXINGTON, VIRGINIA 24450.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Labor, Materials and Equipment Described At The Price(s) Indicated in Section VII, Pricing Schedule.

Name And Address Of Firm

Date: _____

By: _____

Signature in Ink

Title: _____

Telephone Number: _____

FEI/FIN No. _____

Fax Number: _____

**NOTE: RETURN OF THIS COMPLETE DOCUMENT IS REQUIRED WHEN SUBMITTING BIDS.
(REFERENCE SECTION IV(H))**

Note: If you are an individual with a disability and need reasonable accommodations, please contact Mrs. Wilson (540) 464-7323, no later than 19 July 2002, 12:00 noon EDT.



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I. PURPOSE

The purpose and intent of this Invitation for Bid is to establish a firm fixed contract price with a qualified firm to furnish, deliver and install (4) four banks of mobile bleachers 21' long, twelve rows high and (2) two banks of mobile bleachers 21' long, six rows high per specifications (Attachment A) of this IFB at Virginia Military Institute, an agency of the Commonwealth of Virginia.

II. SCOPE OF WORK

The Contractor shall furnish all parts, labor, supervision, transportation, any miscellaneous equipment and material required to complete all work described in Attachment A.

III. SPECIFICATIONS

SEE ATTACHMENT A

IV. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.vcu.edu/procurement> or a copy may be obtained by calling VMI Purchasing at (540) 464-7323.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or, regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBS:
- (1) For Invitation For Bids: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 - (2) For Request for Proposal: Failure to submit a proposal on the official state form provided for that purpose may be cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contact or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, §11-69*).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any

article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.

- S. TRANSPORTATION AND PACKAGING: By submitting their bids, all Bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- T. INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 11-46.3 and 65-800 et seq. of the *Code of Virginia*. The Bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.
- B. Employers Liability - \$100,000.
- C. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability or Owner's and Contractor's Protective Liability.. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- D. Automobile Liability - \$500,000 - combined single limit (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on VMI Purchasing Office website and building bulletin board for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employee's; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to Virginia Military Institute are encouraged to participate in the eVA Internet e-procurement solution either in the eVA Basic Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Note: Vendors are strongly encouraged to register their company prior to submitting a bid or proposal. Vendors should register in both the eVA and the Ariba Commerce Services Network Registration Systems.

V. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Institute, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made of the solicitation is canceled.
- C. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	_____
Street or Box Number	IFB No.	
_____	_____	_____
City, State, Zip Code	IFB Title	

Name of Contract/Purchase Officer or Buyer: __Jerry E. Ruley__

The envelope should be addressed as directed on page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- D. AWARD: The purchasing agency will make the award on an **Firm Fixed Contract Price** to the lowest responsive and responsible bidder. Due consideration will be given to price, quality as judged

by tests and previous experience, and the ability of the bidder to render required services. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The purchasing office also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Institute to be in its best interest.

- E. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Institute shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- F. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54.1; Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing, and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____
Specialty No. _____

Licensed Class B Virginia Contractor No. _____
Specialty No. _____

Licensed Class C Virginia Contractor No. _____
Specialty No. _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the

Commonwealth in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid proposal will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

- G. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

- H. WORK SITE DAMAGE: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Institute's satisfaction at the Contractor's expense.

- I. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

VI. METHOD OF PAYMENT:

- A. Upon final completion, the contractor shall render one invoice for goods and services provided. The invoice should be submitted to the Comptroller's Office, Virginia Military Institute.
- B. The agency will remit payment within thirty (30) days of receipt of the invoice for all work satisfactorily completed.

VII. PRICING SCHEDULE:

The Bidder agrees to provide goods and services in compliance with the scope of work, specifications and terms and conditions of this Invitation for Bid at the contract price quoted below:

- (4) Four banks 21' long, Twelve (12) rows high
- (2) Two banks 21' long, Six (6) rows high
- (2) Two free standing mobile trucks

Total Bid _____ Dollars (\$ _____)

VIII. DELIVERY:

State your earliest **firm** delivery or performance date: _____ 2002. This may be a factor in making the award.

ATTACHMENT A

IFB V211-03-015

PORTABLE TELESCOPING GYMNASIUM BLEACHERS**1. Part I General****1.1 Work**

Furnish, deliver and install portable telescoping gymnasium bleachers.

1.2 Description of the System

- A. The bleacher system shall be comprised of multiple tiered, closed deck seating rows operating in a telescopic manner, incorporating the most economical quantity of sections while still complying with all loading requirements.
- B. The first moving row shall be secured with friction or mechanical locks. All other rows shall be mechanically locked, operable only upon unlocking and cycling the first row.
- C. Each bleacher row shall be comprised of risers, seat and deck components, and a complete set of supportive columns and braces.
- D. The telescopic bleacher shall incorporate a locking system permitting the use of one, several, or all rows, each locked in the extended position.

1.3 Quality Assurance

- A. Qualifications
 - 1 Manufacturing: Manufacturer shall be regularly engaged in the design and manufacturing of telescopic seating.
 - 2 Engineering: It will be mandatory that each bidder submit with their bid an affidavit signed by a Registered Professional Engineer, registered in the Commonwealth of Virginia, stating that the product to be supplied has been tested by an independent testing facility and meets all applicable code requirements.
- B. Deviations

It will be the responsibility of the bidder to furnish with their bid, a list clarifying any deviations from the specifications, written or implied. Those bidders not submitting a list of deviations will be presumed to have bid as specified.
- C. Guarantees

The manufacturer shall guarantee all work performed under these specifications to be free from defects for a minimum period of one year.
- D. Product Improvements

Seating provided shall incorporate manufacturer's current design improvements and materials at time of shipment.

1.4 Submittals

- A. Submit manufacturer's installation instructions and descriptive literature.
- B. Manufacturer's operating and maintenance manuals.

1.5 Design Criteria

- A. Telescopic bleacher design and fabrication shall conform to BOCA Code, 1996.
- B. Telescopic gymnasium seating will be designed to support a vertical live load of 100 PSF, but not less than 120 PLF on both seat boards and footboards. Seating shall also be designed to carry a horizontal sway force of 24 PLF parallel to the seating and 10 PLF perpendicular to the seating.
- C. Steel components shall be cold-formed from appropriate width strip stock conforming to ASTM A570 - Grade C 30KSI, ASTM A653- Grade 33 and 50, ASTM A500 - Grade B 46 KSI as applicable.

- D. Lumber components are Kiln dried, finger jointed, edge glued southern pine of a grade "B&B Finish" manufactured to the current SPIB glued-laminated standards for southern pine.
- E. Plywood deck boards shall be fabricated from Douglas Fir Premium Underlayment with exterior glue, 5 ply minimum, solid cross band directly under face ply, species Group 1 and manufactured in accordance with PS-1-95.

2. PART 2 PRODUCTS

2.1 Manufacturer

Telescopic seating as manufactured by Interkal, Incorporated, Kalamazoo, Michigan, is the standard of quality required and specified herein. See paragraph R, General Terms and Conditions.

2.2 Materials

A. Model: Interkal Inc., closed deck telescopic bleachers

B. Type: Mobile with pair of free standing mobile trucks

C. Quantity

Provide Four (4) banks of mobile attached, 21' long, twelve (12) rows high.

Provide Two (2) banks of mobile attached, 21' long six (6) rows high.

D. Dimensions

1. Rise per row - 10 -1/4"

2. Row to row spacing - 24"

E. Propulsion

Manual Operation- Furnish one pair of operating handles to attach under the first row kick board for manual operation.

2.3 Accessories

A. Foot Level Aisles: Provide footrest level aisles at locations and sizes as shown on submittals..

1. Center Aisle "P-Rail": Provide manufacturers standard removable aisle rail for on deck storage.
2. Intermediate Steps: Provide manufactures standard intermediate steps as necessary per BOCA 1996 Code.

B. Last Row Closure

1. Rear Closure Board: Provide and install a properly supported, flush mounted board between the last row of the bleacher and the wall.

C. Front Railing

Provide rigid 33" high, fixed tubular steel rail with vertical intermediate members to fill design criteria. Rail to be mounted full width at all ADA wheelchair accommodations. Finish shall be a polyester powder coat. Front rails are to be designed to comply with all applicable codes and remain consistent with all other rails not allow clearance of a 4" sphere.

D. End Railing

Self-Storing End Rails: Provide steel self-storing 42" high self-storing end guardrails with tubular supports and vertical intermediate members to comply with all code requirements. Rails shall be fitted

to each exposed bank end from third row and above with all steel-to-steel connections. Finish shall be a polyester powder coat.

E. Operation

Manual

F. Numbering

Provide seat numbers and row letters for sculpture seat modules. Sequence to be determined by architect or owner.

G. Back Panels

Provide the manufacturers standard polydeck finish to match deck board surface.

H. Back Rails

Provide the manufacturers standard back rails with vertical intermediate members to eliminate ladder effect and comply to all applicable building codes. Back rails are to be designed to not allow clearance of a 4" sphere. **Note: Back Rails to be designed for removal.**

2.4 FABRICATION

A. Continuous Wheel Channel:

Wheel channels shall consist of a one-piece formed steel channel welded to the base of a vertical column. Each wheel channel shall be fitted with not less than eight (8) wheels under each moving row for rows 1 to 10, ten (10) wheels under each moving row for rows 11-15, and twelve (12) wheels starting with row 16.

B. Wheels

3-1/2" diameter with 1-1/8" non-marring soft rubber face with rounded edges designed to protect wood or synthetic floor. Provide 1/2" diameter axle for all wheels

C. Columns

Electrically welded closed rectangular steel tube, 2" x 3" minimum size, 14 gauge steel fitted with a front and rear welded gussets at the wheel channel.

D. Row Interlocks

Join each row structure front to rear by means of two (2) interacting steel connections, plus automatic gravity row locks

1. Lower: Lower track guides shall be an external super slide rod to guarantee positive engagement of vertical supports without binding and assures smooth operation over uneven floor conditions.

2. Upper: Upper track guides shall completely interlock adjacent understructure support. A welded stop to ensure correct extension of bleacher unit on deck support. Use of bolt and nut stops are not acceptable, due to risk of loosening.

E. Diagonal Braces

Structural formed steel truss fitted to rows 4 and beyond. Bracing shall be attached to the rear riser at optimum locations to insure structural integrity. Bracing will be designed and shaped to support a minimum load of 1000(lbs) of both compression and tension forces created when the bleacher is loaded.

F. Deck Supports

Shall be of structural steel, 11 gauge spaced not greater than 60" on center for maximum deck stiffness.

1. Rollers: Every deck support not attached to a vertical post will have an integral nylon roller to avoid steel-to-steel friction points for more efficient operation.

G. Decking

All deck boards shall consist of 19/32" nominal Douglas Fir BC grade plywood with exterior glue and solid cross bands. An extruded aluminum "H" connector shall be placed between plywood panels. Exposed wear surfaces shall be finished with a layer of high Density polyethylene plastic .025 - .030 thick in either a Dark Brown or Light Gray color complimentary to the seat option. Deck finishes, such as clear coat, requiring more than simple touch up to restore it to a new appearance after wear occurs is unacceptable.

H. Welds

All welds shall be made at the factory by welders that are AWS certified on the equipment and process used.

I. Nose Beam

Nose beams shall be one-piece 13-gauge galvanized steel. 13-gauge steel is utilized for the necessary structural integrity to accommodate section lengths up to 26'

J. Rear Riser

Rear risers shall be one-piece formed 14-gauge, grade 50, galvanized steel, with a continuous access joint to fully encapsulate footrest panel for ease of cleaning and additional structural support. 14-gauge roll formed steel is utilized for the necessary structural integrity to accommodate section lengths up to 25'.

K. Fasteners

All structural connections shall be made with S.A.E. grade 5 or better stress rated bolts. The use of self-tapping bolts is not acceptable.

L. Finish

Steel Understructure abraded, cleaned and finished with russet brown water base acrylic paint. Steel risers and nose beams finished with corrosion resistant silver gray matte finish with galvanized alloy plating.

2.5 Seat Options**A. Sculpture Seat Modules:**

1. 18-inch wide one-piece individual seating modules shall be constructed of high-density polyethylene.
2. Each module shall have two longitudinal and five transverse internal ribs to provide additional structural integrity and resistance to impact.
3. Each module shall have a full ½" interlock to the adjacent module both around the perimeter and along the internal ribs to eliminate pinching hazards and assure proper alignment.
4. A steel-to-steel attachment of each module to a minimum 13 gauge galvanized steel nosebeam shall be provided for maximum rigidity. All such mounting hardware shall be concealed.
5. End caps shall be provided at the ends of each bank (section, if manual) of seating as well as at each aisle.
6. Each module shall have a recessed area for optional seat numbering.
7. Select from manufactures 12 standard solid colors.

3. Part 3 Execution**3.1 Inspection**

- A. Verify that areas to receive telescopic bleachers are free from impediments interfering with installation.
- B. Do not begin work until building conditions are satisfactory.

3.2 Installation

- A. Install telescopic bleachers in accordance with manufacturer's instructions and approved submittal drawings.
- B. Adjust bleachers for smooth and proper operation.
- C. Clean bleachers and remove all debris from gymnasium resulting from installation.

ATTACHMENT B
IFB V211-03-015

CONTRACTOR DATA SHEET (To Be Completed By Bidder)

1. QUALIFICATIONS OF BIDDER

The bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS

Indicate the length of time you have been in business providing this type of service.

_____ Years _____ Months

3. REFERENCES

Provide a list of at least four (4) customers for whom you have done similar work in the past two (2) years.

A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____

B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____

C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____

D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____