

18639- 80<sup>TH</sup> Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

# **INVITATION FOR BID Bleachers and Related Products** Bid # 22-374

# Due 6/9/2022 On or before 2:00 p.m., PST

King County Directors' Association (KCDA) is a purchasing cooperative owned by the school districts of Washington State and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to, public school districts, private schools, municipalities, political subdivisions and other public agencies primarily located in Washington, Oregon, Idaho, Alaska, and Montana.

The KCDA Purchasing Cooperative (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer Bleachers and Related Products which includes Fixed Angle Frame non elevated – elevated bleachers, Fixed permanent bleachers, Fixed press box, Announcer's booth, Team benches, Picnic tables, Reverse fold bleachers, Scorer's table, End Panels, Rear rails, Vinyl curtains, Backrests, Grand stands, Low Profile Bleachers, ADA handicap ramps, Gym or Athletic type flooring that will work with telescopic bleachers to level floor - wall plumb before install, and other products for bleachers to its member agencies.

Total estimated value of this contract is approximately \$8,000,000 to \$10,000,000 annually.

Each response is to be filed in a separate envelope and marked with the appropriate IFB name, number, day and time of opening. All bids must be at KCDA's office on or before the time shown above or they will not be accepted nor considered. Responses sent via email, faxed, or "postage due" will not be accepted. Responses sent via Federal Express, Express Mail or other overnight delivery services must be sent to: KCDA, 18639 80th Ave S, Kent WA 98032 and clearly marked with the IFB number and description, Attn: Purchasing Department.

> **ATTN: Purchasing** IFB# 22-374 Bleachers and Related Products **KCDA** 18639 - 80th Ave S Kent, WA 98032

The vendor has full responsibility to ensure the proposal arrives to the Purchasing Office by the due date and time. KCDA assumes no responsibility for delays caused by the U.S. Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned unopened to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of KCDA. All questions pertaining to this bid shall be entered in the "Questions" section of Public Purchase. No emails or phone inquiries will be accepted.

Electronic copies of this IFB are available via KCDA's website @ www.kdca.org. Click on Contracts & Bids / Vendor Bids, materials can also be downloaded online via Public Purchase www.publicpurchase.com. If you have trouble opening the document, send email to <a href="mailto:kdurham@kcda.org">kdurham@kcda.org</a> (425) 251-8115 X131

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# KING COUNTY DIRECTORS ASSOCIATION INVITATION FOR BIDS

#### NOTE: THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS WHEN USING PUBLIC PURCHASE

## **INVITATION FOR BIDS INDEX**

## I. INTRODUCTION

- A. KCDA Membership
- B. Interpretation of Bid Documents
- C. Exceptions
- D. Contract Default
- E. Bidder Responsibility
- F. Bidder Financial Responsibility
- G. Minority and Women Owned Businesses

## II. GENERAL PROVISIONS

- A. Bid Opening
- B. Modifications
- C. Quality Standards
- D. Rejection of Any or All Responses
- E. Binding Contract
- F. Estimated Quantities
- G. Contract Period
- H. Ordering Schedule
- I. Extended Contract Period
- J. Requested Samples
- K. Disposal of Samples
- L. Anti-Discrimination Clause
- M. Indemnification
- N. Patent Indemnification
- O. Safety Requirements
- P. Risk of Loss
- Q. Rejection
- R. Shipment Identification
- S. No Bid Response
- T. Bid Awards
- U. Termination
- V. Reciprocity
- W. Force Majeure

## III. PREPARATION OF BID

- A. Submittal of Bid Document
- **B.** Signatures
- C. Questions/Addendums
- D. F.O.B. Shipments
- E. Product Identification
- F. Quantity per Unit of Measure

- G. Alternate Proposal
- H. Errors/Corrections
- I. Invoicing
- J. Cash Discounts/Invoice Payments
- K. Washington State Sales Tax 2 3-3-17 Direct Ship and Hard Copy Responses

## V. PRODUCT ACCEPTANCE

A. General Policy

#### V. BID PROTESTS

- A. Who may protest
- B. What can be protested
- C. How to file a protest
- D. When to protest
- E. Where to file a protest
- F. After a protest is filed

## VI. PRODUCT TOXICITY REPORTS

A. Hazardous Chemical Communication

## VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion ATTACHMENT B – Terms by Manufacturer ATTACHMENT C - Special Provisions

# I. INTRODUCTION

#### A. KCDA MEMBERSHIP

KCDA is a purchasing cooperative owned by 294 public school districts in the state of Washington and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to public school districts, private schools, municipalities, political subdivisions and other public agencies located in but not limited to Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$100 million worth of products, equipment and services on behalf of the membership.

A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site www.kcda.org.

Restrictions of merchandise or services to any locale of KCDA membership must be clearly noted in a bid response.

## **B. INTERPRETATION OF BID DOCUMENTS**

Any person contemplating submitting a bid for the proposed contract that is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from the bid documents, shall submit to KCDA a written request for an interpretation or correction thereof. Such request shall be submitted and received not later than 10 days prior to the date specified for receipt of bid responses. Any interpretation or correction of the bid documents will be made in writing by

addendum duly issued to all bidders. KCDA will not be responsible for any other explanation or interpretation of the bid documents.

#### C. EXCEPTIONS

Any exceptions to the terms and provisions of this invitation for bids shall be made by signed and dated attachment to the bid response. Do not add to, delete from, or amend in any manner the bid form. Exceptions pertaining to payment or delivery terms must be noted within Attachment B. All noted exceptions are subject to approval and acceptance by KCDA.

#### D. CONTRACT DEFAULT

Your bid is subject to all terms and conditions as herein established in this bid request form and include price, quality and delivery. Subsequent failure to provide items bid in accordance to the purchase order and bid delivery schedule will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs to procure and distribute replacement product will be charged to the bidder.

## E. BIDDER RESPONSIBILITY

All bidders shall thoroughly examine and be familiar with the bid documents including all exhibits and attachments. The failure or omission of a bidder to receive or examine any form, instruments, addendum, or other document shall in no way relieve any bidder from obligations with respect to your bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

## F. BIDDER FINANCIAL RESPONSIBILITY

KCDA has the right to request financial information from any bidder to evaluate the bidder's ability to meet the terms and conditions of any and all contracts that may be established by acceptance of the offer contained in the bid. Additional confirmation from the bidder's supplier(s) that the delivery terms of the contract will be met may be required. KCDA reserves the right to reject any or all bids and/or bidders unable to prove they are financially able to provide the quantity of merchandise they have offered in response to this bid invitation.

#### G. MINORITY AND WOMEN OWNED BUSINESSES

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

# **II. GENERAL PROVISIONS**

#### A. BID OPENING

All bids submitted for supplies and/or services will be opened in public at the time, date and place, and in the manner herein specified, and all bidders are invited to be present at the opening of such bids. A final recap will be available from KCDA after bid awards are made. Under no circumstances will a bid be considered if filed after the hour specified in the invitation for bids. To be considered for award, a bid response must be submitted according to the instructions and prior to the date and time indicated within. The times listed in any referenced schedule are Pacific Standard Time.

KCDA will not accept bids that are sent via fax or email.

The KCDA address is:

King County Director's Association Purchasing Department 18639 80th Ave S Kent, WA 98032

# B. MODIFICATIONS/WITHDRAWL OF BID

Bids may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. Bids may also be modified or withdrawn in person by an authorized representative, who must sign a receipt for this action. Returned and/or unsubmitted bids shall become the responsibility of the bidder. Bids that are not resubmitted on or before the exact time of the opening may not be considered for award.

#### C. QUALITY STANDARDS

Whenever an item in this invitation for bid is described using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality shall be considered, except where otherwise stated, provided the bidder specifies the brand, model and number on which their bid is submitted and submits samples, specifications and other information necessary to properly evaluate the bid. Any bid containing a brand which is not of equal quality at the sole discretion of KCDA, shall not be considered. KCDA will accept bids on new product only. Merchandise that has been refurbished or has been in storage for a long period of time is unacceptable.

#### D. REJECTION OF ANY OR ALL RESPONSES

KCDA reserves the right to accept or reject any or all bids and to waive informalities or irregularities in any bid or in the bidding process.

# E. BINDING CONTRACT

It is understood that the offer represented by a bidder and an award made by the KCDA Board of Directors to the successful bidder, forms a binding contract. KCDA, under certain circumstances, will allow the assignment of contracts; however, no assignment can occur to another entity without written agreement from KCDA.

## F. ESTIMATED QUANTITIES

Quantities, if shown on the bid forms, are estimated requirements of the members for whom KCDA acts as purchasing department based on historical ordering information. Such quantities represent the total quantity the cooperative anticipates purchasing over the life of the contract period. KCDA reserves the right to order more or less than the quantities stated in the bid. Any minimum order requirements or ordering restrictions should be so indicated as part of the bid response and will be subject to bid evaluation. Quantities ordered are based on actual requirements and the successful bidder will fulfill that requirement regardless of the manufacturer's policies regarding order completion.

## G. CONTRACT PERIOD

Following an award, a contract would be issued as an annual contract from the date of KCDA Board acceptance, or as noted under Special Provisions. After the initial period, there is a possibility of three (3) renewals for the duration of one (1) year each. Pricing is firm for the first/initial period.

## H. ORDERING SCHEDULE

Based upon accepted minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders once a contract has been established by the KCDA Board of Directors. KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any accepted minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the KCDA and its members.

#### I. EXTENDED CONTRACT PERIOD

By mutual written agreement of KCDA Board of Directors and the successful bidder, the initial contract period may be extended for additional periods, not to exceed extensions of 3 years total beyond the initial contract. Such extensions shall be at the awarded price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

#### J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples, **if requested by KCDA**, for a bid response to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032 **when requested**. All requested samples must be labeled with the bid number, KCDA's item number (as applicable) and bidder's name, and be submitted no later than seven (7) working days after request.

#### DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.

## K. DISPOSAL OF SAMPLES

Bid samples not picked up within 30 days after the bid award date shall become the property of the King County Directors' Association and shall be disposed of by distribution to the member school districts or by donation as deemed appropriate by KCDA.

#### L. KCDA NON DISCRIMINATION STATEMENT

Bidders who desire to provide KCDA with equipment, supplies and/or professional services must comply with the following Non Discrimination requirements. During the performance of this contract, the Bidder agrees as follows:

Bidder will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

Any Bidder who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving bid awards or any purchase orders from KCDA.

#### M. INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

#### N. PATENT INDEMNIFICATION

By accepting this order, Bidder agrees to save and hold harmless KCDA, its successors, assigns, customers and the users of its products from any liability, loss, damage, judgments, or awards, including costs and expenses arising out of any actions, claims, or proceedings for infringement of (a) any United States Letters Patent purporting to cover the material to be delivered to Buyer under this order, or its normal intended use and (b) any trademarks appearing with the material on delivery to KCDA; and further, Bidder agrees to defend KCDA, its successors, assigns, customers and the users of its products at Bidder's expense in all such actions, claims, or proceedings, provided that KCDA shall give Bidder prompt notice in writing of all such actions, claims, and proceedings, as well as notice of infringement and threats of suit for infringement.

# O. SAFETY REQUIREMENTS

All items furnished under this bid, where applicable, must comply with all OSHA, WISHA, UL Approval, including but not limited to chapter 296-46B of the Washington Administrative Code and any other safety requirements imposed by KCDA, State or Federal agencies. Bidder further agrees to indemnify and hold KCDA harmless from all damages assessed against KCDA as a result of Bidder's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

## P. RISK OF LOSS

Regardless of F.O.B. point, Bidder agrees to handle all claims and bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction shall not release Bidder from any obligation hereunder.

#### Q. REJECTION

All goods or materials purchased herein are subject to approval by KCDA or the KCDA member. Any rejection of goods or materials resulting from non-conformity to the terms, conditions and specifications of an order, whether held by KCDA, KCDA member, or returned will be at Bidder's risk and expense.

#### R. SHIPMENT IDENTIFICATION

All invoices, packing lists, packages, shipping notices, instructions, correspondence and all other written documents affecting any KCDA order shall contain the applicable purchase order number. A packing list must be provided with every shipment being made to KCDA indicating all the products shipped and back ordered; also, every carton shipped pursuant to this order must be marked with the contents therein.

## S. NO BID RESPONSE

If no offer is to be submitted at this time, do not return this bid. A letter should be forwarded to KCDA advising whether future bids of this type are desired. Failure of the recipient to notify KCDA of your intentions may result in removal of your name from the bidder's list.

#### T. BID AWARDS

Following evaluation, bids recommended for award will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements (if accepted), to make multiple awards, or to reject any and all bids or portions thereof, to waive any minor irregularities in the bid process, or to make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

#### **U. TERMINATION**

Termination for Convenience: KCDA may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Vendor. Termination charges shall not apply unless both parties subsequently agree upon them. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Vendor prior to date of termination. KCDA will not be responsible for stock that the Vendor has on hand that has not been requested via a purchase order. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

#### V. RECIPROCITY

Where allowed by law, KCDA may review responses from bidders outside the State of Washington to see if those bidders are from states that use restrictions against companies from the State of Washington when they respond to public bids. KCDA may use this information in making bid awards when multiple bidders appear to have submitted the same pricing, terms and conditions on a particular bid item or items.

#### W. FORCE MAJUERE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force

majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

#### **III. PREPARATION OF BID**

#### A. SUBMITTAL OF BID RESPONSE

Submission of a response as designated in the bid instructions signifies that bidder will be bound to the terms and conditions of this bid unless an exception is made part of the submission and accepted by KCDA.

Bidder must submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, included as Attachment A. Bids received without this form may be considered non-responsive.

#### **B. SIGNATURE**

Bid responses are required to include the firm name, address, telephone number, contact name and authorized signature, signed in longhand by the person duly authorized to sign bid documents identified in the solicitation. Every attempt will be made to answer all questions. Where a response or addendum cannot be obtained prior to the bid opening, it is understood that the Bidder will assume the more stringent of requirements.

# C. QUESTIONS/ADDENDUMS

All questions must be submitted in writing to the KCDA Purchasing Agent.

## D. F.O.B. SHIPMENTS

Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount percentages, quoted NET, F.O.B. THE DELIVERY POINT specified in this bid, including the unloading of the merchandise. KCDA typically redistributes products to its members unless designated or requested as a direct ship method. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damage incurred due to insufficient packaging will be the responsibility of the supplier.

No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

#### E. PRODUCT IDENTIFICATION

All bid responses must confirm the manufacturer number, brand name or grade specified in the bid invitation and such identification shall be binding on the bidder. Bidders must insert the manufacturer number, brand name, grade and any other information necessary to clearly and properly describe and identify the articles they propose to furnish. If necessary attach additional documentation for this purpose. Alternates should be noted as an "alternate item" and properly identified with brand, manufacturer number, etc. The bidder is not to alter the grade, brand, manufacturer number or description as given in the bid invitation. Questions on how to properly submit an alternate item must be directed to the named Purchasing Agent responsible for this bid.

# F. QUANTITY PER UNIT OF MEASURE

Where applicable, if the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the bid response. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure as specified in the bid invitation and such interpretation shall be binding on the bidder. If the bidder provides a unit of measure different from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

#### G. ALTERNATE SPECFICATIONS

An alternate specification is where the bidder is offering a product or service significantly different than outlined in the bid request, and typically applies to items listed as "No Substitute".

For alternate specifications to be considered, a request must be submitted to KCDA 15 working days prior to the bid opening. If accepted by KCDA, a clarification will be issued to all bidders on a bid addendum. Alternate specifications may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and the member agencies.

#### H. ERRORS/CORRECTIONS

Any erasures, interlineations or other correction in the bid must be initialed by the person(s) signing the bid. Corrections must be provided within the terms of the vendor response and accepted by KCDA.

#### I. INVOICING

It is understood that invoices issued by the manufacturer/dealer will reflect the shipping date of materials. It is also understood that actual delivery and install or training at the end user location may be delayed from the date of shipment. Subsequently, payment will be made after satisfactory delivery and acceptance by the end user of any quantity of merchandise shipped and/or installed. Advance discussion regarding payment terms on specific projects are recommended where this may occur. Where KCDA participates in the invoicing process, KCDA reserves the right to withhold payment to a vendor on a project until such time payment from the customer has been received.

Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Payments will be made on original invoicing only.

# J. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages when comparing bids in all cases where it is deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days. If the terms portion of the bid is left blank then terms will be assumed to be Net-30 days. Please do not enter terms as 100% as this means the merchandise bid is free.

KCDA is required, by law, to process invoice payments through the King County Treasurer. Payment warrants can be issued weekly. The first day for start of terms shall begin with acceptance of delivery or installation by the end user or receipt of invoice, whichever is later. Invoices with discounts between 15

and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

#### K. WASHINGTON STATE SALES TAX

Washington State sales taxes are not to be included in any items as part of the bid response, but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation tax must be included in your bid price. The only taxes KCDA will pay upon invoice are the Washington State Sales tax.

#### IV. PRODUCT ACCEPTANCE

#### A. GENERAL POLICY

The Purchasing Department shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the bid and the approved samples submitted by the bidder. The bidder must replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at his own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Purchasing Department reserves the right to purchase same on the open market or of declaring the contract void. Any additional costs incurred to procure and distribute replacement product will be charged to the bidder.

#### **V. BID PROTESTS**

## A. Who may protest

Only actual or potential bidders with a direct economic interest in the outcome may file a bid protest.

# B. What can be protested

Acceptance or rejection of a bid proposal, award or proposed award of a bid, allegedly restrictive specifications, omission of a required provision, ambiguous or indefinite evaluation factors are all factors that can be protested.

## C. How to file a protest

Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager.

Protests should include the following information:

- 1) Include the name, street address, email address, telephone and fax numbers of the protestor or their representative.
- 2) Be signed by the protestor or its representative.
- 3) Identify the solicitation or bid contract number.
- 4) Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- 5) Set forth all information establishing that the protester is an interested party for the purpose of filing a protest.
- 6) Set forth all information establishing the timeliness of the protest.
- 7) Specifically request a ruling by the KCDA purchasing manager.
- 8) State the form of relief requested.

Appeals of protest ruling must be made in the following order: 1) KCDA Purchasing Manager, 2) KCDA Executive Director 3) KCDA Board of Directors.

## D. When to protest

Protests alleging improprieties in a solicitation must be filed before the bid opening time and date if the improprieties were apparent prior to that time. A solicitation defect that was not apparent before that time must be protested not later than 2 business days after the defect became apparent.

E. Where to file a protest Protests must be sent to: KCDA Purchasing Cooperative PO Box 5550 Kent, WA 98064-5550

## F. After a protest is filed

Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors may be contacted for a meeting to review the protest. Within 10 days KCDA will make a decision as to the merits of the protest and notify the protestor of the decision and any remedies in the matter.

#### VI. PRODUCT TOXICITY REPORTS

#### A. HAZARDOUS CHEMICAL COMMUNICATION

In order to comply with WAC 296 62 054, Hazard Communication, all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user, must submit a Material Safety Data Sheet (MSDS) on the State of Washington form as provided by law with the bid. Please list any web site address where an MSDS can be obtained.

Any hazardous material tax must be included in the price of the product bid. KCDA will not be held responsible for any additional taxes (other than Washington State Sales Tax) and will not pay them if noted as a separate line item on invoices.

#### VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion ATTACHMENT B – Terms by Manufacturer ATTACHMENT C - Special Provisions

# INVITATION FOR BIDS #22-374 Bleachers & Related Products

# Attachment A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed:	 		
Title:	 	 	
Firm:	 	 	
Address:	 	 	
City, State, Zip:	 		
Date:	 	 	
Email	 		

Note: Electronic acceptance of these terms and conditions signifies compliance with above statement. (Line item Whse bids)



#### ATTACHMENT B

Bid #22-374 Bleacher and other related products Terms By Manufacturer

Bid Due Date: June 9th, 2022 On or Before 2:00 PM PST

Bidder Name:		Address:			
Phone: Fax:		City, State, Zip:			
STANDARD BIDDER LEAD TIME FO	OB DESTINATION:				
TERMS BY MANUFACTURER: Please	e provide the minimum order req	uired per manufacturer and lead times.	responsibility to submit update taken from the most current or	ed price lists during the contract y n file. The manufacturer must aln es. A current price list and catalo	s from the manufacturer's current list prices. It is the bidders year, when the contract allows, otherwise discounts will be eady be present in this bid to be considered. Discounts must be provided at the time of bidding. NOTE:
Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	FOB - Freight FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Ex: ABC Company Inc	\$1,000	4-6 Weeks	25%	2016 List Price Sheet	Destination
Authorized Agents Signature		Date Bid N	umber	Name	of Firm

# **INVITATION FOR BID / REQUEST FOR PROPSAL**

# Bleachers and Related Products Bid # 22-374

# ATTACHMENT C - Special Provisions

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE STANDARD TERMS AND CONDITIONS

## A. SOLICITATION OBJECTIVES

KCDA is seeking manufacturers, providers or dealers/distributors to provide current and emerging Bleachers and Related Products which includes Fixed Angle Frame non elevated – elevated, Fixed permanent bleachers, Fixed press box, Announcer's booth, Team benches, Picnic tables, Reverse fold bleachers, Scorers table, End Panels, Rear rails, Vinyl curtains, Backrests, Grandstands, Low Profile Bleachers, ADA handicap ramps, Gym or Athletic flooring finishes to be used with Telescopic Bleacher assembly for leveling – rear wall plumb, and other products for bleachers to its members.

Total approximate value of spend for this contract is between \$8,000,000.00 and \$10,000,000.00. However, KCDA does not guarantee any minimum or maximum value or number of orders.

It is KCDA's intent to establish an annual multi-state contract with the potential of up to three (3) one-year extensions if mutually agreed between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's sales representative authorized to provide KCDA Bleachers and Related Products in Washington, with the preferred ability to service surrounding member states (ex: Oregon, Idaho, Montana, Alaska).

Contracts established by KCDA are available for use by all public schools, colleges, universities, cities, counties and other government agencies throughout the nation. Participation in KCDA is not required of any governmental agency; however, participation does provide the legally required competition for contracts for commonly purchased products and services, thereby saving the entity the time and expense of a required competitive process. As allowed by specific state statutes, members can issue purchase orders for any amount without the necessity to prepare their own IFB or gather necessary quotations.

Bidders must be an authorized manufacturer, sales representative or service dealer having a local sales, service and install presence in Washington State. The Bidder must also include a list identifying the states within which they are authorized to sell, service and install. If a portion of a state is serviced, bidder must specifically list the portion which is serviced. Bidder can list by county, region, or territory. Bidder must provide the list as a separate document when submitting a response. The bidder may propose different pricing and rates for different installation areas as necessary to accommodate applicable wage rates and costs. Bidders must have a local sales presence that either reside or can be contacted within the additional

states named to enable KCDA members to have onsite consultation, needs assessment, installation, integration, and training.

It is the intent of KCDA to award a contract, whereas KCDA member agencies Bleachers and Related Products and accessories to meet their various needs.

The types of services and products may include but are not limited to Bleachers and Related Products. By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of Bleachers and Related Products at discounted pricing.

# KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.
- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members' expectations.
- Provide quick and efficient delivery of goods and services by contracting with "high performance and quality" vendors who understand our members' needs.

## **B. TIMELINE**

April 25<sup>th</sup>,2022 & May 2<sup>nd</sup>, 2022 Advertised as Bid # 22-374 in DJC Seattle, Oregon

June 9<sup>th</sup>, 2022 Bids due no later than 2:00 P.M. PST

July 14<sup>th</sup>, 2022 Award recommendation

July 21<sup>st</sup>, 2022 Board Approval
August 1<sup>st</sup>, 2022 Contract Start Date

# C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington state per the drawings and specifications provided in this solicitation. KCDA requests pricing for its members in Oregon, Idaho, Montana, and Alaska as well. Bidder is requested to submit either 1) separate price pages for each state being bid or 2) provide a pricing matrix that shows a price factor to be applied to the Washington state pricing to calculate the pricing for other states. Pricing must be provided in hard copy and must be available in excel on flash drive or CD.

# Online submission of bid through Public Purchase is NOT accepted.

- Submit sealed bids in 3-ring binder with an inside pocket and a set of dividers. Submit one (1) bound and signed copy of the bid plus one (1) electronic copy on CD or flash drive.
- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations

- or exceptions stipulated in a bidder response and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.
- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website (<a href="www.kcda.org">www.kcda.org</a>) under Contracts & Bids Vendor Bids. Addendums will not be mailed or e-mailed. It is bidder's responsibility to check for issuance of any Addendums prior to submitting a bid. All Addendums must be signed and returned with the bid document or the bid will be considered non-responsive. All documents with signatures shall have original ink signatures. Electronic copies shall be scanned with original signatures.

## D. BID FORMAT

# 1. Preparation of the Bid Response

- a. The IFB# 22-374 is published in one PDF document on the KCDA Website, it is also published on the Public Purchase Website with all required documents and forms posted separately.
  - Cover Page indicates the Due date and where to send Bid documents to
  - Attachment A contains the Debarment 1 Statement (signature required)
  - Attachment B, includes Terms by Manufacturer (signature required)
  - Attachment C Special Provisions that take precedence; (signature required)
  - Attachment D Manufacture Product Price List (completion required)
  - Attachment E1 Direct Ship Miscellaneous Fees (completion required)
  - Attachment E2 Service Price Schedule (completion required)
  - Attachment X Deviations & Miscellaneous Fees Example (required if necessary)
  - Certification of Compliance (signature required)
  - Company Profile (signature required)
  - EDGAR form (signature required)
  - Specifications & Price sheets
- b. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the KCDA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded.

As a result, the bid will be evaluated as a sample of data submission.

# 2. Format of Bid Response

Bidders shall provide bids in a three-ring binder using standard size paper, clearly identified

with the company name and the name of the IFB being responded to on the outside front cover and vertical spine. Clearly identified tabs must be used to separate the bid into

sections, as identified below. Responses should be direct, concise, complete and unambiguous. Bidders failing to organize bids in the manner requested risk being considered non-responsive if bids are not easily read and understood. Awards will be made

more efficiently and timely by following the required format.

# Tab 1 - Company Profile/Information

- Responses should include a brief introduction informing KCDA of the qualifications and experience of the Bidder, along with a brief company history.
- Reference requirements: (3). Projects should be of similar size and complexity, preference given for government contracts.

# Tab 2 - Response Forms

- Debarment 1 Statement-Attachment A
- Terms by Manufacturer-Attachment B (option: bidder may include this information in their own format as part of the pricing pages)
- Special Provisions that take precedence Attachment C
- Direct Ship Miscellaneous Fees Attachment E1
- Service Price Schedule Attachment E2
- Deviations and Miscellaneous Fees Attachment X
- Certification of Compliance with Wage Payment Statutes
- Edgar Certification Form

# Tab 3 - Pricing Pages

- Manufacturer Product Price List Attachment D
- Price sheets supplied in IFB.
- A listing of products or services which are not listed on the price list which Bidder can provide and may be considered as a value add for KCDA member agencies.

#### Tab 4 - Product Line Brochures and Literature

## Tab 5 - Marketing Plan:

• List shows, conferences, show examples of flyers or describe how bidder will market the KCDA Bleachers and Related Products.

# Tab 6 – Authorized Dealers/Vendor Partners

- Provide letters from each manufacturer stating authorization to deal.
- List all dealers/vendor partners authorized to utilize this contract through the vendor.

## Tab 7- Addendums

#### E. VENDOR RESPONSIBILITIES

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendors local sales representatives to market within each state.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) "touch base" meetings at KCDA per year. One of those meetings may be participating in the KCDA Vendor Fair.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

# **F. EQUIPMENT & RELATED PRODUCTS**

New Bleachers and Related Products: All New Bleachers and Related Products provided under this
contract must be new. New Bleachers and Related Products which have not been used previously
and are being actively marketed by the manufacturers' authorized dealers.

All branded Bleachers and Related Products components, spare parts, application software, and ancillary equipment supplied under this contract must conform to manufacturer specifications and shall be of new manufacture and in current standard production. The awarded vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

See the Attachment D Manufacture Product and Pricing List for specifications for the product details.

- 2. Bleachers and Related Products Installation/Removal Installation/Removal
  - a. The installation and/or removal of contract Bleachers and Related Products shall be performed in a professional manner. The member's premises and equipment shall be left in a clean condition. The awarded vendor may be required to repair all damage and/or provide full compensation for damage to the member agencies premises and equipment that occurred during installation/removal.
  - b. Personnel in charge of the installation must be available to coordinate installation with member agency's internal staff. Qualified service support and technical personnel will be required to provide all necessary maintenance and repair. Installation dates and installation schedule must be approved by member agency.
  - c. Installation crews may be working around students, teachers and general staff. Installation may require off hour and weekend work in order to accommodate and complete the project in the timeline required by the member agency. The member agency will try to accommodate access for installation during school/business hours; however, any plan that displaces staff, students or personnel will most likely create disruption to the ordinary daily

- schedule. After hours and weekend installations are preferred and will be so identified in the proposal to the member agency.
- d. Project Manager for the awarded vendor shall verify proper installation at multiple and various times throughout the duration of the installation.
- e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
- f. Installment requirements (electrical certifications, plumbing certifications, licenses, permits etc.).
- 3. Bleachers and Related Products newly Installed Equipment or Related Product Problems
  Member agency will evaluate the performance of newly installed Bleachers and Related Products
  for a 15-day period after installation. If the performance is unsatisfactory, the member agency will
  immediately contact the awarded vendor to pursue corrective action and resolution of the
  problem. Resolution of performance problems may result in:
  - Repair or other action to correct the problem including training or modifications made to member's satisfaction
  - The replacement of the Bleachers and Related Products with another Bleachers and Related Products of the same brand and model, at no additional cost (including delivery and installation) to the member agency, or -
  - Return of the Bleachers and Related Products with cancellation of the order at no charge to the member agency.
- 4. Bleachers and Related Products Inspection/Testing/Acceptance
  - a. Inspections, tests, measurements, or other acts or functions performed by the member agency shall in no manner be construed as relieving the awarded vendor from full compliance with contract requirements. At a minimum, an installed piece must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.
- 5. Bleachers and Related Products Maintenance, Repair and Service
  - a. Maintenance, repair and service related to the operation of Bleachers and Related Products must be provided to member agency.
  - b. Excessive Service and Downtime: Bleachers and Related Products including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all Bleachers and Related Products will be operational at least 98% of normal business hours. Bleachers and Related Products that develop a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants and a corrective action and resolution will be made in a manner that is best for the member agency.
  - c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member
    - agency.
  - d. Awarded vendor must guarantee the availability of repair parts for a minimum of five (5)

years subsequent to member agencies acceptance of the contracted Bleachers and Related Products.

- 6. Bleachers and Related Products Relocation/Transfer
  - a. Member agencies shall be afforded the option to relocate/transfer contract Bleachers and Related Products from one member location to another member location as deemed necessary with no change to agreement or maintenance plans. If self-moves are an option, the awarded vendor must be notified prior to relocating or transferring. The member agency will be responsible for repairs required for damage that occurred during self-moves.
  - b. Alternately member agencies may elect to have the awarded vendor relocate/transfer the Bleachers and Related Products. The awarded vendor is responsible for repairs required following such relocation/transfer. Relocation/transfer of Bleachers and Related Products must be coordinated with member agency contact personnel responsible for the contract.
- 7. Bleachers and Related Products New products and/or Services
  Bleachers and Related Products must meet the scope of work to be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Awarded vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, if it is within the same awarded manufacturer and if the products meets the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. KCDA may require additions to be submitted with documentation from KCDA members demonstrating an interest in, or a potential requirement for, the new product or service. KCDA may reject any additions without cause
- 8. Bleachers and Related Products Discontinued Products
  If a product or model is discontinued by the manufacturer, awarded vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model, it is within the awarded manufacturer and if the discount is the same or greater than the discontinued model.

NOTE: Listing the above specifications shall in no way relieve the awarded vendor from the responsibility to follow proper code and regulations.

# **G. TRAINING & SUPPORT**

If applicable, please state specifically the amount of training which will be provided at no charge. Then list the charge

per hour of additional training if applicable (see Bid Sheet).

- a. If specified by the member agency, staff in-service shall be offered following the installation. Training needs must be quantified and specified by the member agency. Awarded vendors shall provide appropriate pricing (if applicable) based upon each member agencies training need. It is understood that some training may be provided free of charge and some may incur charges. Please outline your training philosophy and related pricing structure.
- b. If desired follow up training may also be scheduled to further support usage and to identify Any individual training needs. Please include follow up training pricing as well.

#### H. PUBLIC WORKS LANGUAGE

Vendor agrees that, in performance of the services required under this agreement, Vendor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

## a) Public Works:

State of Washington statute requires workers be paid **prevailing wages** when employed on **public works** projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp</a> or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

<u>Application</u>: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

# Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding \$1,000,000.00 must declare who their HVAC, Mechanical and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

# Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below,

- State public works estimated to cost \$1 million dollars or more;
- Department of Transportation projects estimated to cost \$2 million or more;
- All school district public works projects estimated to cost \$1 million or more; and

• All public works by a state four-year institution of higher learning estimated to cost \$1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

<u>Reciprocity:</u> In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

# b) Prevailing Wage:

*Definition*: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. The cost of filing required Intents and Affidavits is the

responsibility of the Contractor, and may not be added as a line item charged to the member agency. All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at http://www.wdol.gov/. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

# c) Responsible Bidder

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

# Low Responsible Bidder

- A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:
  - 1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
  - 2. Have a current Washington State Unified Business Identifier (UBI) number.
  - 3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - 4. If applicable:
    - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
    - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
    - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
  - 5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
    - a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
    - b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
    - c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This

training requirement has been added to the responsible bidder criteria in <u>RCW</u> 39.04.350 and <u>RCW</u> 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.

- 6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
- 7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

# Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- 1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2. Have a current Washington State Unified Business Identifier (UBI) number.
- 3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 4. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
  - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
- 5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
- 6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

## Payment & Performance Bond:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand (\$150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

## Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

- d) **Permits**: The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder.
- e) **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must both approve the certificate of insurance and endorsements.

# f) Acceptable Pricing Method:

KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

## g) Progress Payments:

The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- a. Contract Number
- b. Bid item ID, bid quantity, unit, unit price and description as appropriate

## c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

# h) Payment Retainage:

In accordance with RCW 60.28 contract retainage [not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract] shall be withheld and reserved in one of two ways:

- a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over one hundred fifty thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete <u>or</u> upon receipt of all necessary releases, whichever is later.
- b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

# i) FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

## I. PRICING (Choose IFB or RFP highlighted statement)

**IFB** - The bidder shall submit pricing on the Pricing Pages included or on Attachment B in this IFB. **Vendor bid pricing shall include a 2% administrative fee on all line items and charges.** The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.

For all Bleachers and Related Products, pricing may be by line item or discount off manufacturer price list (Attachment B). Accessories and materials may be from other manufacturers or sources, but must be identified and priced in the IFB response either by item or via catalog discount. On the pricing sheet, list and group accessories and materials by manufacturer for ease of identification. Respondents will choose only one pricing method to be used per manufacturer. Alternative pricing methods shall be addressed in Attachment B. Proposals received that provide both for a single manufacturer will be found non-responsive.

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control.

KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal.

The awarded vendor agrees that the cost for any item bid on this contract may vary by state due to specific requirements or other jurisdictional impacts. If the overall cost is discounted or lowered for any member agency, however, the cost will be similarly lowered or discounted at the same time for all member agencies for the same scope, size and value. (If a KCDA member agency proposes to purchase a large volume of one product at one time and the awarded vendor agrees to provide an additional discount, that same volume discount would be available to any KCDA member agency.)

It is understood and agreed upon between Bidder and KCDA that the Bidder's pricing does not include the cost for any site specific conditions or requirements. Site specific requirements shall be addressed on a case by case basis at the time the order is placed. Any additional cost(s) are to be priced by methods designated under "Options", or by RS Means, as indicated in bidder's response to this solicitation.

<u>Warranty:</u> Describe the warranties that apply to the products offered in the IFB response and when warranty date will commence. Identify any website links that cover warranty information. The manufacturer has the primary responsibility to honor a manufacturer' warranty. Awarded vendor agrees to assist the member agency reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the member agencies. List any pricing applicable to warranties in Attachment D of the IFP response.

<u>Risk of Loss or Damage:</u> Awarded vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the awarded vendor. The awarded vendor shall file all claims for visible or concealed damage. The member agency will

notify the awarded vendor and/or freight company promptly of any damaged goods and shall assist the freight company/awarded vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

<u>Taxes:</u> Member agencies, who have obtained Bleachers and Related Products under the terms of this contract, will be responsible for payment of all taxes related to acquisition of the Bleachers and Related Products, such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

# J. FUNDING OUT CLAUSE

Any acquisition agreement with a KCDA member agency that exceeds one (1) year shall include a standard "funding out" clause. Such an acquisition is a commitment of the entity's current revenue only, provided the agreement contains either or both of the following provisions:

- 1. Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the agreement.
- 2. Conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the acquisition.

# K. AUTHORIZED DEALERS/VENDOR PARTNERS

The bidder must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the bidder is an authorized dealer of that manufacturer. This can be submitted as a Manufacturers Guarantee/Manufacturers Certificate, or a statement on the manufacturer's letterhead with corporate acknowledgement. Failure to provide will result in award disqualification for that manufacturer.

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders network of authorized dealers/vendor partners for Bleachers and Related Products, however the awarded vendor shall be responsible for the actual job performance of each and every authorized dealer/vendor partner. This includes, but is not limited to proper ordering process and reporting, or submittal of 2% service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

Awarded vendor must be capable of replacing authorized dealers/vendor partners found unsuitable to participate in performance on the KCDA contract, and establish new authorized dealers/vendor partners in a timely manner.

During the contract period, the awarded vendor or purchasing agent may remove an authorized dealer/vendor partner from the list of those designated to this contract at any time without further explanation or process. The awarded vendor may propose authorized dealer/vendor partner additions for consideration at any time throughout the contract provided;

- The request is in writing on awarded vendors letterhead.
- It is filed with the Purchasing Agent a minimum of 30 calendar days before the effective date of the proposed change;
- It clearly identifies the authorized dealers/vendor partners involved in the change;

It is accompanied by documentation acceptable to the Purchasing Agent sufficient to warrant the change.

#### L. AWARD

## 1. Evaluation

It is the intent of KCDA to award a manufacturer's complete line of products based on the specifications provided when possible and advantageous. KCDA expects to award to the lowest responsive and responsible bidder per unique manufacturer specifications that meet IFB terms, conditions, and criteria specified. An award is at the sole discretion of KCDA. KCDA reserves the right to reject any or all proposals, accept the proposal(s) that are deemed most advantageous for KCDA member agencies, and waive any irregularities in the solicitation process.

Awarded vendors will be required to turn in updated specifications for the manufacturers awarded.

The following criteria will be used in evaluating responses to this IFB. An award is anticipated to be made to a bidder with the highest rating per manufacturer product line. Subsequently, multiple awards may be made.

# **Evaluation Criteria and Weight**

Proper submission of proposal	10
Comprehensiveness of product and services provided	10
Related Experience	15
Pricing	50
Presentation of full and complete product offering that can meet variety of member agencies requirements/timeline.	15
TOTAL POSSIBLE POINTS	100

# **Clarification and/or Discussions**

Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder's response to the same level of other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

<u>Competitive Range:</u> KCDA reserves the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

#### M. ORDER PROCESS & REPORTING

- 1. This is considered a Direct Ship (DS) contract. Vendor must confirm Customer is a member of KCDA Purchasing Cooperative (www.kcda.org). If you have any questions or need help in referring a public entity to become a member of KCDA, please contact KCDA Customer Service at 800-422-5019 or by email at: customerservice@kcda.org.
- Awarded vendor(s) will submit a signed and dated proposal or quote to each interested KCDA
  member in accordance with the pricing awarded under this contract. If pricing has been negotiated
  due to volume purchasing, the price must be noted as negotiated and the negotiated price must be
  less than the firm price quoted.
- 3. Awarded vendor(s) must specifically state the KCDA contract number KCDA #21-374 Bleachers and Related Products on their proposal to each KCDA member. This proposal must identify the member's contact name, e-mail address and phone # of the person responsible for approving this purchase. The member contact information is critical, and if not provided, may be grounds for delaying the processing of the order as well as eventual payment to the awarded vendor.
- 4. All line items on the member quote must be verifiable against the awarded vendor(s) price sheets (or discounts) submitted per manufacturer. Be sure to reference the manufacture, part number, KCDA price for every line item. All installation, training, other services must cross-reference to the Services Price Schedule.
- 5. Quotes to member customers must include the 2% KCDA administrative fee so the fee is invisible to KCDA members. It must not be included as a separate line item.
- 6. Members should send a copy of their PO made out to KCDA and a copy of the Vendor quote to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA Purchase Order to the designated point of contact at the awarded vendor. The Contract Specialist will request additional information, such as scope of work and item/part number along with pricing for each line item as needed. Failure to provide adequate evaluation information may result in delay of purchase order approval by Contract Specialist.
- 7. A copy of the order will be kept on file at KCDA.
- 8. Awarded vendor must not commence delivery, services or installation using the KCDA contract without receiving a Purchase Order from KCDA.
- Orders processed against this contract by customers who are not KCDA members or without emailed approval from KCDA are in violation of contract #21-374 Bleachers and Related Products specifications. Vendors not following proper procedures may be removed from consideration for future awards.
- 10. KCDA reserves the right to revise the ordering process above at their sole discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with awarded vendor(s) as needed.

rules and regulations r part of this solicitation as required. It is sole re	<b>NE</b> Any federal, state and local governing authority's/jurisdiction's statutes, codes, eferenced and/or govern the products, services and activities relating to and are, whether or not physically noted or included, shall be complied with and adhered to esponsibility of the Bidder to perform and complete any necessary research and to make themselves aware of and comply with this item.
Signature	Must be same signature that appears on Bid Affidavit and Acceptance Forms

# King County Directors' Association Bleachers and Related Products Bid #22-374

# **Bid Price Sheet**

Use this layout example to submit bid pricing for all equipment, supplies and other necessary line items and options for **Bleachers and Related Products**. Items listed should include but not be limited to **Electrical Wiring**, **Deck Components**, **Seat Components Flooring**, **Shop Drawings**, **Frame System**, **Deck Systems**, **Fastenings etc.**.

Category	Product Description	Manufacturer	Mfg. SKU	Vendor SKU
NDOOR BLEACHERS				
MAXAM-PLUS Series Telescopic Platform Seat System				
o Wall Attached Telescoping Platform Seats				
o Recessed Telescoping Platform Seats				
o Floor-Attached (Freestanding) Telescoping Platform Seats				
o Portable/Movable Telescoping Platform Seats				
METRO CHAIRS:				
Upholstered Seat with padded back				
SELF STORING RAIL:				
o Removable End Rails				
o Front Railings				
o Rear Rails				
o Aisle Hand Rails				
FLOORING:				
o Flooring finishes for althetic flooring or gym flooring - Level and Rear				
Wall Plumb				
ELECTRICAL POWER OR MANUAL				
o Electrical Power System - pendant control, motion monitor,				
limit switches, portable tractor				
o Division 16 - Electrical Sections - Electrical Wiring				
SPECIAL APPLICATIONS:				
o Handicap Seating Provisions -(ADA)- First Tier Handicap Cutouts				
o Handicap Ramp to enter bleachers - (ADA)				
o Special Seating Graphics				

o Provide contrasting		
o Matching Seat Top		
o Matching Seat Base Covers		
MISCELLANEOUS PRODUCT ACCESSORIES:		
o Seat Numbers		
o Row Letters		
o Scoreboard tables		
o Team benches		
o Picnic Tables		
ACCESSORIES:		
FLEX ROW:		
Provides 1st row modular recoverable seating units for ADA		
PERMANENT HANDICAP CUTOUTS		
Provides full width front closure panel at handicap cutout		
FRONT AISLE STEPS		
NON-SLIP TREAD		
FOOT LEVEL AISLES		
INTERMEDIATE AISLE STEPS		
OUTDOOR BLEACHERS		
ALUMINUM FRAMED UNDERSTRUCTURE		
SEATS AND DECKING		
Aluminum/Alloy		
Seat Planks		
Floorboards/End Caps		
Riser Board		
GUARDRAIL SYSTEM		
Aluminized chain link fabric		
Aluminum Channel Vertical Supports		
HARDWARE		
o Hexi Nuts		
o Bolts		 
o Other Hardware Accessories		 
WARRANTY		

4 Van Managhuang ingkall dafaaka in waskaniala and wankunanakin				
1 Year Warranty against all defects in materials and workmanship				
			<u> </u>	
INSTALLATION RATES	General	Federal Davis Bacon	1	
Labor Rates:	Labor Rates	Labor Rates		Freight isis not inclu
Labor Nates.			1	
See Services Price Schedule			1	

Company Name	
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Unit of Measure	List/Retail Price	KCDA Bid price

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### **INVITATION FOR BIDS**

## **#22-374** Bleachers and Related Products

BID DUE DATE: June 9<sup>th</sup>,2022 On or Before 2:00 PM PST

## Attachment E SIGNATURE PAGE AND MISCELLANEOUS FEES

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the invitation for Bids, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

Contract Prices Offe	red	
1. Firm for annual co	ontract ( )	
2. Firm for initial ord	• •	
	, , ,	entify under separate cover)
	8.000	
MICCELL ANEQUIC FFFC		
MISCELLANEOUS FEES	as may ba nagassay	ry. These costs are for items delivered direct to Members. Attach additional pages
	•	y. These costs are for items delivered direct to Members. Attach additional pages 1", "Job by Job" etc. is not acceptable and may disqualify your response. <b>Bidders</b>
		dditional pages as needed within this section.
onound not out any other prions	_	
Delivery Fee:		_ % or mileage rate
Installation Fee:	\$	per hour <u>(comply w/ Prevailing Wage - RCW 39.04.010, 39.12.010 &amp; 020)</u>
Design Fee:	\$	_
Performance Bond:	\$	_
Demolition Fee:	\$	_
Restock Fees:	\$	_
Lift Gate Fee when required	\$	_
OTHER	\$	_
NOTE: If services are not	documented in	pricing pages, fees must be justified by using RS Means.
FUTURE DELIVERIES		
	ill place orders no:	ar the end of the contract period for delivery after the contract period has expired.
	•	e contract period for future delivery?
will your company nonor order	s placed during the	e contract period for future delivery:
No Yes		Yes, but only if delivered within 1 / 3 / 6 months (Circle one)
Name and Title:		
Telephone No.		<del></del>
Email:		

<sup>\*\*</sup>Note: All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.

## Attachment E2 - Services Price Schedule KCDA -Bid #22-374 Bleachers and Related Products

NOTE: If your company provides any of the services listed below, please complete the price schedule.

If services are not documented in pricing pages, fees must be justified by using RS Means.

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
, Vio						
Ser						
<b>E</b> 2						
Sign						
De						
_	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
ion					,,	·
Installation Services						
tal						
Ins						
_						
ces	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
rvices	ex: Initial (must price)			Per Diem Charges (if any)		
Services	· ·			Per Diem Charges (if any)		
ng Services	ex: Initial (must price)			Per Diem Charges (if any)		
ining Services	ex: Initial (must price)			Per Diem Charges (if any)		
Training Services	ex: Initial (must price)			Per Diem Charges (if any)		
Training Services	ex: Initial (must price)			Per Diem Charges (if any)		
	ex: Initial (must price)			Per Diem Charges (if any)  Per Diem Charges (if any)		
	ex: Initial (must price) Ex: Follow up training (n	nust price)	Rates  Discounted Price or		any)  Mileage Charges (if	Y/N  *Additional Discount on Large Projects:
	ex: Initial (must price) Ex: Follow up training (n	nust price)	Rates  Discounted Price or		any)  Mileage Charges (if	Y/N  *Additional Discount on Large Projects:
	ex: Initial (must price) Ex: Follow up training (n	nust price)	Rates  Discounted Price or		any)  Mileage Charges (if	Y/N  *Additional Discount on Large Projects:
	ex: Initial (must price) Ex: Follow up training (n	nust price)	Rates  Discounted Price or		any)  Mileage Charges (if	Y/N  *Additional Discount on Large Projects:
Support Services Training Services	ex: Initial (must price) Ex: Follow up training (n	nust price)	Rates  Discounted Price or		any)  Mileage Charges (if	Y/N  *Additional Discount on Large Projects:

<sup>\*</sup>Please detail additional discounts on large projects.

### FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired.
Will your company honor orders placed during the contract period for future delivery?

No	Yes	es, but only if delivered before	_
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### Bid #22-374

### ATTACHMENT X – Deviations and Miscellaneous Fees

1. Product | Category Specific Specifications
Bidders must check either the "Comply" or "Deviate" column for each inspection item. All deviations shall be noted and explained below. Form X- Authorized signature required.

Item	Description Tier One	Comply	Deviate
1.1	The Member Agency will have access to a full inventory of the awarded product line; multiline vendors must inventory at least the majority of categories listed in the bid.		
1.2	Awarded vendor(s) must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the awarded vendor(s) and the manufacturer during the term of this contract may be added and offered through the KCDA contract.		

### Bid #22-374

### **ATTACHMENT X – Deviations and Miscellaneous Fees**

1. Product | Category Specific Specifications (Cont.)
Bidders must check either the "Comply" or "Deviate" column for each inspection item. All deviations shall be noted and explained below. Form X- Authorized signature required.

Item	<b>Description Tier One</b>	Comply	Deviate
1.3	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.		
1.4	If the awarded vendor(s) intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the awarded vendor(s) must identify all providers and any and all associated costs with these providers.		
1.5	Optional services must be identified separately and must include clear descriptions of proposed services.		
1.6	Awarded vendor(s) must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services.		
1.7	Awarded vendor(s) must be able to supply paper catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the KCDA contract. The label shall identify the KCDA contract number, discount level(s) and any special ordering instructions.		
1.8	Packing slips shall accompany all deliveries and shall contain Member Agency's purchase order number, vendor name and name of article.  Cartons shall be identified by purchase order number and vendor name.		
1.9	Orders not filled and partials shall be indicated on the packing list. Awarded vendor(s) shall inform member agency of anticipated availability date for unfilled and partial orders.		
1.10	All products sold by the awarded vendor(s) must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested.		

### Bid #22-374

### **ATTACHMENT X – Deviations and Miscellaneous Fees**

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1.11	Products that have a 30/60/90-day money back
	guarantee will be clearly identified in the
	catalog and on the web site (if applicable), and
	in every bid provided to members.
1.12	Awarded vendor(s) must maintain a toll-free
	technical support line open 8 a.m. Pacific Time
	zone until 5 p.m., Pacific Time zone, Monday
	through Friday. Calls must be answered by a live
	US technician.
1.13	If the Awarded vendor(s) makes an error in
	pricing (typographical or photographic error,
	for example), the Buyer reserves the right to
	return the product. The Awarded vendor(s)
	agrees to pay for cost of any returned product
	due to a pricing error.
1.14	Awarded vendor(s) shall provide a Material
	Safety Data Sheet (MSDS) for all items sold, if
	required. A separate sheet shall be provided for
	each individual item when purchase is made.
1.15	Awarded vendor(s) shall reference item part
	numbers for all items on quotes for specific
	work.
1.16	Awarded vendor(s) provide site survey,
	analysis, consultation and recommendation to
	member to enhance the safety and security of
	facility, employees and students.
1.17	Does vendor have workable e-commerce
	website that they can post the KCDA contract
	line items (without prices) and provide link for
	KCDA webpage?

2. Services | Site Survey, Analysis, Consultation, Installation, Maintenance Bidders must check either the "Comply" or "Deviate" column for each inspection item. All deviations shall be noted and explained below. Form X- Authorized signature required.

	Description Tier Two	Comply	Deviate
2.1	All proposals shall integrate with new or existing		
	Bleachers and related products. This price		
	quotation will be for a turn-key operation which		
	will include all Bleachers and related products,		
	accessories, supplies, software, testing, and		
	installation.		
2.2	Units must be a new, unused model and current		
	production. No reconditioned or used equipment		
	will be accepted except as specifically requested		

## Bid #22-374

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	herein. All equipment and accessories cataloged as standard shall be included as part of this specification. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be constructed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined solely by KCDA	
2.3	<ul> <li>Vendor will provide Turnkey installation</li> <li>Provide new Bleachers Equipment and Accessories.</li> <li>Vendor must recommend, install, and configure all Bleachers Equipment and Accessories.</li> <li>Vendor is also responsible for training of designated personnel on new software program. Vendor must provide a minimum of 8 hours of training to operate the mechanisms.</li> <li>Acquisition of all required permits and inspections shall be the responsibility of the selected vendor.</li> <li>In case of power outage Self-Rising Seat Mechanisms must unlock. Vendor must give a solution in case an outage lasts more than 30 minutes during non-business hours.</li> <li>Battery backup to be supplied if applicable.</li> </ul>	
2.4	Vendor is responsible for all installation of Bleacher Equipment and accessories; hardware, software, configuration and ensure that system is fully integrated with existing fire and alarm system and associated components	

## Bid #22-374

2.5	Awarded vendor(s) will provide maintenance for its Bleacher Equipment and accessories, for at least one year with options to renew for three (3) additional 12 month periods. Maintenance must include all equipment, parts, labor, and travel expenses. Equipment and parts covered by this maintenance agreement include all existing and newly installed Bleachers Equipment and Accessories.  • Vendor must indicate types of maintenance options available and service • Vendor must provide less than 4-hour response time when ticket is submitted with system issue. • Vendor must include hourly rates (and all associated fees such as travel, hardware, software, etc.) for after hours, nights, and weekends.  Vendors proposed maintenance agreement must be included with submission and must thoroughly describe items that are not included or covered by proposed maintenance agreement.		
2.6	The Contractor shall establish and maintain a Quality Control Plan for ensuring the quality of the work performed under the Contract.		
	Description Tier Three		
3.1	Vendor shall provide all supervision, labor, equipment, tools supplies, and materials to perform all tasks for Bleacher Equipment and accessories consultation & design, building scope, construction, providing preventive maintenance planning, inspection, certification, periodic testing, training, monitoring, providing warranty, will clearly provide information about voiding the warranty, provide recommendations, and additional parts and repairs. Vendor is responsible for complete installation including running cables, programming system.	Comply	Deviate
3.2	Contractor shall provide Bleacher Equipment maintenance services at facilities.		
	Contractor must offer a turn-key operation		
3.3	which will include all Bleachers Equipment and Accessories cabling, software, testing, and installation, and provide tracking and alert, in the event of a fire.		
3.3	Accessories cabling, software, testing, and installation, and provide tracking and alert, in the		

## Bid #22-374

	num desetion No. no. of the state of the sta	
	production. No reconditioned or used equipment will be accepted except as specifically requested	
	herein. All equipment and accessories cataloged	
	as standard shall be included as part of this	
	specification. Whenever an article or material is	
	defined by describing a proprietary product or by using the name of a manufacturer, the term "or	
	equal" if not inserted shall be implied. The	
	specified article or material shall be understood	
	as indicating the type, function, minimum	
	standard of design, efficiency and quality desired	
	and shall not be constructed as to exclude other	
	manufactured products of comparable quality,	
	design and efficiency. In the event that any equivalent version is proposed, prospective	
	bidders are herewith advised that precise,	
	adequate, and documented evidence of	
	equivalency in performance, stability, and	
	operational efficiency should be submitted with	
	the bid for further consideration. Final	
	determination of equivalency will be determined solely by KCDA	
	Vendor will provide Turnkey installation	
	The state of the s	
	Consultation by certified designers may be	
2.6	required in order to create a comprehensive	
3.6	Design for Bleacher Equipment to meet specific requirements of each Member Agency's unique	
	needs.	
	Offering should allow for high level of planning	
3.7	toward future expansion, while examining the	
	requirements of long-term maintenance and	
	service of these systems.  System should provide for tracking and	
3.8	reporting devices that are due for service and	
	repair.	
	Bleachers Equipment and Accessories	
3.9	installation team shall include estimators,	
	coordinators, project managers and certified fire alarm and security.	
2.10	Contractor shall include in all product proposals	
3.10	a maintenance and cleaning plan.	
	The Contractor shall verify all inventory and	
3.11	measurements relating to the required work prior	
	to submission of their cost proposal to KCDA	
	and Member Agency in order to meet timelines.  An onsite visit may be required before	
3.12	submitting a proposal to KCDA and Member	
	sactificant a proposal to Item I und Monitor	

## Bid #22-374

	Agency.	
3.13	The Contractor shall perform all work on the Bleachers Equipment and Accessories.  The Contractor shall ensure that its employees are fully certified to work on all of the installed Bleachers Equipment and Accessories.  Certification documents must be made available to the Member Agency Official or designee upon request. All Contractor employees who enter the building must be able to obtain security clearance	
3.14	Certain tests may require participation of the fire marshal and shall be coordinated and scheduled by Member Agency Official or designee	
3.15	The Contractor shall establish and maintain a Quality Control Plan for ensuring the quality of the work performed under the contract.	
3.16	All quotes for additional services shall have the labor and parts costs listed separately. Only new, original equipment manufacturer parts shall be used, unless they are not available in the marketplace. All others will require written approval, by KCDA and the Member Agency.	
3.17	Emergency technical services shall be available 24 hours a day / 7 days a week to minimize system downtime.	
3.18	Remote or telephone technical support will be provided within thirty minutes at no additional cost to the Member Agency.	
3.19	If on-site emergency repairs are requested, the technician shall arrive on site within four hours.	
3.20	Corrective Maintenance: When repairs (other than minor repairs) of defective or inoperable devices are found during the course of system testing, inspection or preventative maintenance, or having failed during operation, are required, the Contractor shall provide a detailed written report to the Member Agency, with a repair plan and quote. This includes required or recommended software upgrades and programming.	
Ì		

# Bleachers and related products Bid #22-374

### ATTACHMENT X – Deviations and Miscellaneous Fees

### **INSTRUCTIONS:**

- 1. If "no" is checked below, complete this form by signing it at the bottom.
- 2. If "yes" is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
- 3. Scan this form plus any attachments into a single PDF document.
- **4.** Title the file "Part X- Deviations"

	to local, state or federal laws cannot be	accepted under this bid.
☐ NO, this bidde	r does not have deviations (exception	s or alternates) to the specifications listed in
Parts C-Specia	ll Provisions & X Deviations-Misc. Fe	ees.
	er has the following deviations to the X Deviations-Misc. Fees.	specifications listed in Parts C -Special
1 Tovisions & A	Deviations-Misc. Pees.	
Outline		
(Pg & Form)	Specification (describe)	<b>Details of Deviation</b>
Signature		
		with and Assentance Forms
	same signature that appears on Bid Affida	nt and Acceptance Forms
Address:		_
City, State, Zip		_
Signed:		
Name and Title:		
Telephone No		
Fax No.		<u> </u>
Fmail:		

<sup>\*\*</sup>Note: All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (June 9<sup>th</sup>, 2022), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is

true and correct. Bidder's Business Name Signature of Authorized Official\* **Printed Name** Title Date State City Check One: Sole Proprietorship ☐ General Partnership ☐ LLC □ Corporation □ State of Incorporation, or if not a corporation, State where business entity was formed: If a co-partnership, give firm name under which business is transacted:

<sup>\*</sup> If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

## KCDA Company Profile KCDA IFB #22-374

## **Bleachers and Related Products**

NAME OF BIDDER		
COMPANY CONTACT INFORMATION		
Company Name:		Website:
Company Address:		
City:	State:	Zip:
Contact Person:	Title:	
Contact Phone:	Contact Email:	
State of WA Department of Licensing Contractor's Registration No		
State of WA UBI Number  State of WA Department of Employment Security No.		
Washington State Excise Tax Registration No	o	
Federal Tax ID NumberDUNS Number		
BACKGROUND		
<b>Note:</b> Generally, in high level contracts, KCDA years old or which fails to demonstrate and/or of purchased an established business or has proof of provide written documentation and verification in or reject newly formed companies based on inforthe company.	establish a proven record f prior success in either the response to the questions	l of business. If the bidder has recently his business or a closely related business, below. KCDA reserves the right to accept
This business is a □ public company □ pri	vately owned company.	
In what year was this business started under i	ts present name?	· · · · · · · · · · · · · · · · · · ·
Under what other or former name(s) has your	business operated?	

Is this business a <u>corporation</u>?  $\square$  No  $\square$  Yes. If yes, please complete the following: Date of incorporation: State of incorporation: Name of President: Name(s) of Vice President(s): Name of Secretary: Name of Treasurer: Is this business a partnership?  $\square$  No  $\square$  Yes. If yes, please complete the following: Date of organization: State founded: Type of partnership, if applicable: Name(s) of general partner(s): Is this organization individually owned?  $\square$  No  $\square$  Yes. If yes, please complete the following: Date of organization: State founded: Name of owner: This organization is a form other than those identified above.  $\square$  No  $\square$  Yes. IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals. **COMPANY HEADQUARTER LOCATION** Company Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_ City: Main Phone Number: \_\_\_\_\_ How long at this address? \_\_\_ **COMPANY BRANCH LOCATIONS** Branch Address: State: Zip: Branch Address: City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Branch Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Branch Address: State: Zip: \_\_\_\_ City: \_\_\_\_\_

If more branch locations, insert information here or add another sheet with above information.

### **SALES HISTORY**

Provide your company's annual sales for 2019, 2020 and 2021 YTD in the United States by the various public segments:

	<b>2019</b>	<mark>2020</mark>	<b>2021 YTD</b>
K-12 (public & private), Educational Service Agencies	\$	\$	\$
<b>Higher Education Institutions</b>	\$	\$	\$
Counties, Cities, Townships, Villages	\$	\$	\$
States	\$	\$	\$
Other Public Sector & Non-profits	\$	\$	\$
Private Sector	\$	\$	\$
TOTAL	\$	\$	\$

### **WORK FORCE**

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Function	Name	Title	Phone	Email
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

2.	Sales Force: Provide total number and location of Washington, Oregon, Idaho, Montana and rows, hit the tab key from the last field in the	Alaska by completing t	
	Number of Sales Reps	City	State
3.	Service/Support and Distribution Centers: location of centers that support the states of V completing the following: (To insert more re	Washington, Oregon, Ida	aho, Montana and Alaska
	Center Type	City	State
4.	<b>In-house Resources:</b> Describe the business available to perform under this solicitation.	's current in-house work	storce, equipment and facilities
5.	Sales Training: Explain how your company inluding timing, methods, etc.	will education your sale	es staff on the AEPA contract
<u>EN</u>	 NVIRONMENTAL INITIATIVES		
1.	Describe how your products and/or services	support environmental g	goals.
2.	Describe the company's "green" objectives (	i.e. LEED, reducing foo	otprint, etc.).

<u>CO</u>	OPERATIVE CONTRACTS
1.	Does your company currently have contracts with other cooperatives (local, regional, state, national)?  YES NO
	If YES, identify which cooperatives and the respective expiration date(s).
	If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

### INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

- 1. Selection Criteria for Independent Providers: Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
- 2. Current Subcontractors, Distributors, Installers, Etc.: Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

### **DISCLOSURES**

- 1. Letter of Line of Credit or Annual Financial Report (REQUIRED): Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2019, 2020 and 2021). This letter should state the line of credit as a range (ie., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
- **2.** Legal: Does this business have actions currently filed against it?  $\square$  No  $\square$  Yes.

*IF YES, AN ATTACHMENT IS REQUIRED:* List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

### **REFERENCES**

Provide contact information of your company's five largest public agency customers:

Agency	Name	Title	<b>Phone Number</b>	Email
nature				

Must be same signature that appears on the Bid Affidavit Signature and Acceptance Form

# **Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200**

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, KCDA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

### **Violation of Contract Terms and Conditions**

Provisions regarding Respondent default are included in KCDA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as KCDA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **Termination for Cause of Convenience**

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

## **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

### **Davis Bacon Act**

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <a href="www.wdol.gov">www.wdol.gov</a>. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

### **Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in

18639- 80<sup>TH</sup> Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

### **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

### **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with KCDA.

## **General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By <u>initialing the table</u> (1-12) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business
Signature of Authorized Representative
Printed Name
Data

### **INVITATION FOR BIDS**

## BLEACHERS AND RELATED PRODUCTS BID #22-374

### **HUSSEY GYM SEATS SPECIFICATIONS**

### SEATING CAPACITIES & SIGHTLINE CALCULATIONS:

- 1. Forward fold bleachers, Reverse fold
- 2.Friction power
- 3. Seating Spacing- 22", 24", 26", 30", 32", 33"
- 4.Rise- 10", 10 1/4", 11- 1/2", 11 5/8", 16"
- 5. Footrest aisles w/intermediate aisle steps.
- 6. Non removable center hand rails/not to exceed the front edge of bleacher when stored.
- 7.Panelam decking / poly coated plywood is not acceptable.
- 8. All painted surfaces to be epoxy powder paint.
- 9. Hinged first aisle step/ must be stored within the closed bleacher.
- 10. Recoverable ADA seating with guardrails on row above.
- 11.Bleacher system must have a UL listing.
- 12.UBC 97 or UBC 94 compliant

Your price should be in strict compliance with the attached specification. If it is not please note by attaching addendum stating reasons.

### **SECTION 12760 - TELESCOPING GYM SEATS SPECIFICATIONS**

### PART 1 GENERAL

### 1.01 SUMMARY

- A. Section Includes: Telescoping Platform Seating includes, either manually or electrically operated systems of multiple-tiered seating rows comprising of seat, deck components, understructure that permits closing without requiring dismantling, into a nested configuration for storing or for moving purposes.
  - 1. Typical applications include the following:
    - a. Wall Attached Telescoping Platform Seats.
    - b. Recessed Telescoping Platform Seats.
    - c. Floor-Attached (Freestanding) Telescoping Platform Seats.
    - d. Portable/Movable Telescoping Platform Seats.

### B. Related Sections:

- Gym and or Athletic Flooring finishes for adequate floor & wall construction for operation of Telescoping Platform Seats. Flooring shall be level and rear wall plumb within 1/8" [3mm] in 8'-0 [2438mm]. Maximum Platform force on the floor, of a 19'6" [5944] section, shall be a static point load of less than 300 psi [2.48 N/mm²].
- 2. Division 16 Type Electrical sections for electrical wiring and connections for electrically operated Telescoping Platform Seats.

C. Alternates: This section specifies alternates for Telescoping Gym Seat products. Refer to Part 2 products for alternate products, and to Division 1 Alternates sections and other bid documents, if any, for alternate requirements.

### 1.02 REFERENCES

- A. National Fire Protection Association (NFPA)
  - 1. NFPA 102 Standard for Assembly Seating, Tents and Membrane Structures.
- B. American Welding society (AWS):
  - 1. AWS D1.1 Structural Welding Code Steel.
  - 2. AWS D1.3 Structural Welding Code Sheet Steel.
- C. American Institute of Steel Construction (AISC):
  - 1. AISC Design of Hot Rolled Steel Structural Members.
- D. American National Standards Institute (ANSI).
- E. American Iron & Steel Institute (AISI):
  - 1. AISI Design Cold Formed Steel Structural Members.
- F. Aluminum Association (AA):
  - 1. AA Aluminum Structures, Construction Manual Series.
- G. American Society for Testing Materials (ASTM):
  - 1. ASTM Standard Specification for Properties of Materials.
- H. National Forest Products Association (NFoPA):
  - 1. NFOPA National Design Specification for Wood Construction.
- I. Southern Pine Inspection Bureau (SPIB):
  - 1. SPIB Standard Grading Rules for Southern Pine.
- J. National Bureau of Standards/Products Standard (NBS/PS):
  - 1. PS1 Construction and Industrial Plywood.
- K. Americans with Disability Act (ADA)
  - 1. ADA Standards for Accessible Design.

### 1.03 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install telescopic Platform seating systems to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connections. Apply each load to produce maximum stress in each respective component of each Platform seat unit.
  - 1. Design Loads: Comply with NFPA 102, 1992 Edition, Chapter 5 for design loads.
- B. Manufacturer's System Design Criteria:
  - 1. Platform seat assembly; Design to support and resist, in addition to it's own weight, the following forces:
    - a. Live load of 120 lbs per linear foot [162.69 N/m] on seats and decking
    - b. Uniformly distributed live load of not less than 100 lbs per sq. ft. [135.58N/m] of gross horizontal projection.
    - c. Parallel sway load of 24 lbs. per linear foot [32.53 N/m] of row.
    - d. Perpendicular sway load of 10 lbs. per linear foot [13.56 N-m] of row.
  - 2. Hand Railings, Posts and Supports: Engineered to withstand the following forces applied separately:
    - a. Concentrated load of 200 lbs. [90.72 kg] applied at any point and in any direction.
    - b. Uniform load of 50 lbs. per foot [.344 N/mm²] applied in any direction.
  - 3. Guard Railings, Post and Supports: Engineered to withstand the following forces applied separately:
    - a. Concentrated load of 200 lbs. [90.72 kg] applied at any point and in any direction along top rail.

- b. Uniform load of 50 lbs. per foot [.344 N/mm²] applied horizontally at top rail and a simultaneous uniform load of 100 lbs. per foot [.689 N/mm²] applied vertically downward.
- 4. Member Sizes and Connections: Design criteria (current edition) of the following shall be the basis for calculation of member sizes and connections:
  - a. AISC: Manual of Steel Construction
  - b. AISI: Specification for Design of Cold Formed Steel Structural Members
  - c. AA: Specification for Aluminum Structures
  - d. NFOPA: National Design Guide For Wood Construction.

### 1.04 SUBMITTALS

- A. Section Cross-Reference: Required submittals in accordance with "Conditions of the Contract" and Division 1 General Requirements sections of this "Project Manual."
- B. Project Data: Manufacturer's product data for each system. Include the following:
  - 1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
  - 2. Deviations: List of deviations from these project specifications, if any.
- C. Shop Drawings: Indicate Telescoping Platform Seat assembly layout. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.
  - 1. Wiring Diagrams: Indicate electrical wiring and connections.
  - 2. Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors
- D. Samples: Seat materials and color finish as selected by Architect from manufacturers offered color finishes.
- E. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer, and copy of a telescopic load test observed by a qualified independent testing laboratory, and certified by a registered professional structural engineer verifying the integrity of the manufacturer's geometry design and base structural assumptions.
- F. Installer Qualifications: Installer qualifications indicating capability, experience, and manufacturer acceptance.
- G. Engineer Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.
- H. Operating/Maintenance Manuals: Provide to Owner maintenance manuals. Demonstrate operating procedures, recommended maintenance and inspection program.
- I. Warranty: Manufacturers standard warranty documents.

### 1.05 QUALITY ASSURANCE

- A. Seating Layout: Comply with current NFPA 102 Standard for Assembly seating, Tents, and Membrane Structures, and specifically with Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having jurisdiction.
- B. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code Steel and AWS D1.3 Structural Welding Code Sheet Steel.
- C. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
  - 1. Workers Compensation including Employers Liability with the following limits: \$500,000.00 (US) Each Accident

\$500,000.00 (US) Disease - Policy Limit

\$500,000.00 (US) Disease - Each Employee

- 2. Commercial General Liability including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$5,000,000.00 (US).
- D. Manufacturer Qualifications: Manufacturer who has a minimum of twenty years of experience manufacturing telescoping Platform seats.
- E. Installer Qualifications: Engage experienced Installer who has specialized in installation of telescoping Platform seat types similar to types required for this project and who is acceptable to, or certified by, telescoping Platform seat manufacturer.
- F. Engineer Qualifications: Engage licensed professional engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of telescoping Platforms similar in material, design, fabrication, and extent to those types indicated for this project.

### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver telescopic Platforms in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle seating equipment in a manner to prevent damage.
- C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

### 1.07 PROJECT CONDITIONS

A. Field Measurements: Coordinate actual dimensions of construction affecting telescoping bleachers installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

### 1.08 WARRANTY

- A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for telescoping Platforms. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
  - 1. Warranty Period: Five years from Date of Acceptance.
  - 2. Beneficiary: Issue warranty in legal name of project Owner.
  - 3. Warranty Acceptance: Owner is sole authority that will determine acceptance of warranty documents.

### 1.09 MAINTENANCE AND OPERATION

- A. Instructions: Both operation and maintenance shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
  - Operation of the Seating System shall be supervised by responsible personnel who will assure that the operation is in accordance with the manufacturer's instructions.
  - 2. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
  - 3. An annual inspection and required maintenance of each seating system shall be performed to assure safe conditions. At least biannually the inspection shall be performed by a professional engineer or factory qualified service personnel.

### PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Manufacturer: Hussey Seating Company, U.S.A.
  - 1. Address: North Berwick, Maine, 03906
  - 2. Telephone: (207) 676-2271; Fax: (207) 676-9690.
  - 3. Product: Hussey Telescopic Platform Seat System
    - a. **MAXAM-***Plus* Series Telescopic Platform Seats, adjustable row spacing in either 30 inches [762], 32 inches [813] or 33 inches [838].
    - b. Aisle Type: foot level aisles, front steps, and intermediate aisle steps.
    - c. Seat Type: Metro chairs
      - 1) Metro Chairs color finish: **SELECT:** manufacturers 3 standard; 6 select stock colors; and 16 select colors
    - d. Rail Type: Self-storing rail, removable end rails, front railings, rear rails, aisle hand rails
    - e. Operation: electrical power or manual
      - 1) Electrical Power System: Integral power with pendant control, motion monitor, limit switches, portable tractor
    - e. Platform Type: wall attached, portable, freestanding, recessed, reverse-fold. g. Chair Operation:
    - i. Semi Automatic Operation: Rows of chairs shall be manually raised or lowered as one unit with spring-counter-balance to offset weight. Semi-Automatic operation will require depressing a foot pedal to activate the unlocking system to lower each row of spring--counter-balanced chairs. Unlocking shall be performed from an aisle.
      - 1) Chair Dimensions
      - 2) Seat up envelope: 14 1/2"
      - 3) Seat down envelope: 21 1/2"
      - 4) Seat height: 16 1/2"
      - 5) Armrest height: 25 1/4"
      - 6) Back height: 31 3/4"
    - i. Chair Construction: upholstered seat, padded back)
  - 4. Product Description/Criteria:

a.	Bank Length:		
b.	Aisle Widths:		
C.	Number of Tiers:		
d.	Row Spacing(s):		
e.	Row Rise:		
f.	Open Dimension:		
g.	Closed Dimension:		
ĥ.	Overall Unit Height		
i.	Net Capacity:	per seat (	[18-22" [483-559] fo
	Metro Chairs.)		

- 5. Miscellaneous Product Accessories:, seat numbers, row letters,
- 6. Special Applications: N/A
- 7. Handicap Seating Provisions: Provide first tier handicap cutouts per requirements of (ADA) Americans with Disability Act located as indicated.
- 8. Special Seating graphics: Provide contrasting or matching seat top or seat base colors to create graphic pattern as indicated.
- B. Other Acceptable Manufacturers: Will be considered if in compliance with these specifications. Deviations must be submitted with bid in order that a fair and proper evaluation be made. Those bidders not submitting a list of deviations will be presumed to have bid as specified.

### 2.03 ALTERNATES

A. Base Bid:

- 1. Base Bid Product:
- 2. Base Bid Product Accessories:
- B. Alternate No. : In lieu of providing base bid product, provide the following:
  - 1. Alternate Product:
  - 2. Alternate Product Accessories:
- C. Alternate No.\_\_\_\_: In lieu of providing base bid product, provide the following:
  - 1. Alternate Product:
  - 2. Alternate Product Accessories:

#### 2.04 MATERIALS

- A. Lumber: ANSI/Voluntary Product 20, B & B Southern Pine
- B. Plywood: ANSI/Voluntary Product PS1, APA A-C Exterior Grade.
- C. Structural Steel Shapes, Plates and Bars: ASTM A 36.
- D. Uncoated Steel Strip (Non-Structural Components): ASTM A569, Commercial Quality, Hot-Rolled Strip.
- E. Uncoated Steel Strip (Structural Components): ASTM A570 Grade 33, 40, 45, or 50, Structural Quality, Hot-Rolled Strip.
- F. Uncoated Steel Strip (Structural Components): ASTM A607 Grade 45 or 50, High-Strength, Low Alloy, Hot-Rolled Strip.
- G. Galvanized Steel Strip: ASTM A653 Grade 40, zinc coated by the hot-dip process, structural quality.
- H. Structural Tubing: ASTM A500 Grade B, cold-formed.
- I. Polyethylene Plastic: ASTM D 1248, Type III, Class B; molded, color-pigmented, textured, impact-resistant, structural formulation; in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.
- J. Fasteners: Vibration-proof, of size and material standard with manufacturer.

### 2.05 UNDERSTRUCTURE FABRICATION

- A. Frame System:
  - 1. Wheels: Not less than 5" [127] diameter by 1 1/4" [32] with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil impregnated bushings to fit 3/8" [10] diameter axles secured with E-type snap rings.
  - Lower Track: Continuous Positive Interglide System interlocks each adjacent CPI unit using an integral, continuous, anti-drift feature and through-bolted guide at front to prevent separation and misalignment. Each CPI unit shall contain a Low Profile Posi-Lock LX to lock each row in open position and allow unlocking automatically. Provide adjustable stops to allow field adjustment of row spacings.
  - 3. Slant Columns: High tensile steel, tubular shape.
  - 4. Sway Bracing: High tensile steel members through-bolted to columns.
  - 5. Deck Stabilizer: High tensile steel member through-bolted to nose and riser at three locations per section. Interlocks with adjacent stabilizer on upper tier using low-friction nylon roller to prevent separation and misalignment. Incorporates multiple stops to allow field adjustment of row spacings.
  - 6. Deck Support: Securely captures decking for entire length of section
- B. Deck System:
  - 1. Section Lengths: Each bank shall contain sections not to exceed 19' 5" (5944) in length with a minimum of two supporting frames per row, each section.
  - 2. Nosing and Rear Riser: Continuous roll formed galvanized steel members.
  - 3. Attachment: Through-Bolted fore/aft to deck stabilizers, and frame cantilevers.
  - 4. Decking: 3/4" [19], AC grade clear-top-coated tongue and groove Southern Yellow Pine; or BC grade polyethylene-top-coated tongue and groove Douglas Fir plywood; both of interior type with exterior glue, 5-ply, all plies with plugged

crossbands, produced in accordance with National Bureau of Standards PS-1-97. Plywood shall be cut and installed with top, center and bottom ply grain-oriented from front of deck to rear of deck (nose beam to riser beam). Adjacent pieces shall be locked together with tongue and groove joint from front to rear of deck. Longest unsupported span: MAXAM Plus, 28 ½" [724].

5. Deck End Overhang: Not to exceed frame support by more than 5'-7" [1702].

### 2.06 SEATING FABRICATION

### COORDINATE BELOW PARAGRAPHS WITH SEAT SELECTION

- A. Plastic Seat System Courtside Collection XC10 (10"):
  Hussey Courtside Collection Series embodies the latest leading edge innovations in linear telescopic seating modules. Courtside seats utilize a harmonious blend of advanced ergonomic principals, architecturally appealing design, safety, value and performance.
  - Seat Modules: 18" [457] long assembled, gas assisted injection-molded, high density, 100% recyclable HDPE (high density polyethylene) modules in monochromatic colors providing, dual textured scuff resistant 10" [254] or 12" [305] wide seat surface with ½" [13] minimum interlock on seat and face. Unit structural tested to 600 lbs occupant load.

### Courtside XC10 Seat Module

- ✓ XC10 10" Comfort Profile
- ✓ 10" wide continuous comfort curve style bench seat
- ✓ Ergonomically contoured forward "waterfall" edge for enhanced spectator comfort and minimization of sensitive pressure point area, regardless of leg positioning.
- ✓ Fore & Aft contoured seat surface for uniform support and minimize high
  pressure points under the buttocks.
- ✓ Seat height ranges from deck to t/o seat range from 16-1/8" to 18-1/8"
- ✓ 21-1/2" clear foot space area, regardless of leg positioning.
- 2. Integrally molded end caps at aisle end locations for clean finished appearance.
- 3. Optional: Custom color graphic logo design application for end cap insert.
- 4. Integrally molded recess pockets to accept seat number and row letters.
- 5. Integrally molded rear closure panel at back of seat to allow for "continuous clean sweep" of debris at deck level and minimized visibility of structural ribbing.
- 6. Seat Attachment: Each plastic seat module shall be securely anchored by a 12 ga steel clamp bracket that provides a steel-to-steel, through bolted attachment to the front nose beam of the bleacher. Attachment eliminates fore / aft movement of the seat module on the nose beam.

### 2.07 SHOP FINISHES

- A. Understructure: For rust resistance, steel understructure shall be finished on all surfaces with black "Dura-Coat" enamel. Understructure finish shall contain a silicone additive to improve scratch resistance of finish.
- B. Wear Surfaces: Surface subject to normal wear by spectators shall have a finish that does not wear to show different color underneath:

- 1. Steel nosing and rear risers shall be pre-galvanized with a minimum spangle of G-60 zinc plating.
- 2. Decking shall have surfaces to receive a sealer coat with use surfaces to receive high gloss clear urethane finish.
- C. Railings: Steel railings shall be finished with powder-coated semi gloss black or optional 15 standard colors to match MVP seat color.
- D. Poolside/ High Humidity finish: Above shop finishes shall include following modifications:
  - 1. Understructure: All frames and other structural components shall be hot-dip galvanized per ASTM A103
  - 2. All top-side rails shall be e-coated prior to powder paint coating
  - 3. All hardware to be zinc-plated
  - 4. All posi-locks and other steel wear surfaces to be electroless-nickel plated
  - 5. Decking to be polyethylene-laminated plywood.

### 2.08 FASTENINGS:

- A. Welds: Performed by welders certified by AWS standards for the process employed.
- B. Structural Connections: Secured by structural bolts with prevailing torque lock nuts or Free-spinning nuts in combination with lock washers.

### 2.09 ELECTRICAL OPERATION

- A. Integral Power: Furnish and install Hussey PF(1/2/3/4), an integral automatic electro-mechanical powered frame propulsion system, to open and close telescopic seating. Integral Power and Control System shall be Underwriters Laboratories, Inc. (UL) approved and listed.
  - 1. Operation shall be with a removable pendant control unitwhich plugs into seating bank for operator management of stop, start, forward, and reverse control of the power operation.
  - 2. Each Powered Frame unit shall consist of output shaft gear reducer with 6" [152] diameter x 4" [102] wide wheels covered with non-marring 1/2" [13] thick composite rubber. Reducers shall be fitted with 3 phase induction motors which will provide an average operating speed of (46/25) f.p.m [.23/ .12 M/s].
  - 3. Operating Loads: Each Powered Frame provides (220 / 550) lbs pull force [978 / 2446 N] which equals approximately (28 / 35) psi [.192 / .241 N/mm²] lateral force on the floor.
- B. Economy Integral Power: Furnish and install Hussey PFe, an integral automatic electro-mechanical powered frame propulsion system to open and close smaller telescopic seating sections up to 8 rows. Integral Power and Control System shall be Underwriters Laboratories, Inc. (UL) approved and listed
  - 1. Operation shall be with a removable pendant control unit which plugs into seating bank for operator management of stop, start, forward, and reverse control of the power operation.
  - 2. Each Powered Frame unit shall consist of output shaft gear reducer with 6" [152] diameter x 4" [102] wide wheels covered with non-marring 1/2" [13] thick composite rubber. Reducers shall be fitted with single phase induction motors which will provide an average operating speed of 25 f.p.m [12 M/s].
  - 3. Operating Loads: Each Powered Frame provides 280 lbs pull force [1245N] which equals approximately (30) psi [.206 N/mm²] lateral force on the floor.
  - 4. Limit Switches: Furnish and install both open and closed limit switches for the integral power system. The limit switches will automatically stop integral power operation when seating has reached the fully extended or closed position.

- C. Power operation shall utilize a combination of contactors and limit switches to insure the wiring is not energized except during operation. Straight wired electric system is not allowed.
  - 1. Electrical: Seating Manufacturer shall provide all wiring within seating bank including pendant control.
    - a. Each unit for PF(1/2/3/4) is power operated by a 1/2 horsepower, 1725 R.P.M., 208 Volts, 50/60 Hz., three phase 1.25 service factor motor. This motor draws a full load current of 2.2 amperes. Power supply required shall be 120/208 volts three phase 5 wire plus ground service with 20 amps. Motors, housing, and wiring shall be installed and grounded in complete accord with the National Electrical Code.
    - b. Each unit for PFe is power operated by a 1/4 horsepower, 1725 R.P.M., 117 Volts, 60 Hz., single phase 1.1 service factor motor. This motor draws a full load current of 4.2 amperes. Power supply required shall be 120 volts single phase 2 wire plus ground service with 20 amps. Motors, housing, and wiring shall be installed and grounded in complete accord with the National Electrical Code
    - c. The electrical contractor shall provide required power source with no greater than 4% voltage drop at the seatings' junction box. The electrical contractor shall perform all wiring connections in junction box that are attached to or a part of the building.

### **ACCESSORIES**

### ED NOTE: SELECT BELOW ACCESSORIES AS REQUIRED

- A. Flex-Row: Provide first row modular recoverable seating units to be utilized by persons in wheelchairs and able-bodied persons. Each Flex-Row unit shall have an unlock handle for easy deployment if wheelchair or team seating access is needed. Unlock handle shall lock the bleacher seats into position when fully opened.
  - 1. Provide a black full-surround steel skirting with no more than 3/4" floor clearance for safety and improved aesthetics.
  - 2. Provide a black injection molded end cap for the nose beam for safety and improved aesthetics.
  - 3. Provide a mechanical positive lock when the Flex-Row system is in the open and used position.
  - 4. Flex-Row modular units are designed to achieve multi-use front row seating to accommodate team seating, ADA requirements and facility specific requirements. Flex-Row units are available in modular units from 2 to 7 seats wide as well as full section widths.
- B. Permanent Handicap Cut-Outs: Provide first tier permanent handicap cutouts per requirements of Americans with Disability Act (ADA) located as indicated. Provide a full width front closure panel at handicap cutout, extending from underside of second tier to within 1 1/2" [38] of finished floor
- C. Front Aisle Steps: Provide at each vertical aisle location front aisle step. Front steps shall engage with front row to prevent accidental separation or movement. Steps shall be fitted with four non-skid rubber feet each 1/2" [13] in diameter. Blow molded end caps shall have full radius on all four edges. Quantity and location as indicated.
- D. Non-Slip Tread: Provide at front edge of each aisle locations an adhesive-backed abrasive non-slip tread surface.
- E. Foot Level Aisles: Provide deck level full width vertical aisles located as indicated.
- F. Intermediate Aisle Steps: Intermediate aisle steps shall be of boxed fully enclosed type construction. Blow molded end caps shall have full radius on all four edges. Step shall have non-skid on surface. Quantity and location as indicated.

- G. Intermediate Aisle Handrails: Provide single pedestal mount handrails 34" [864] high with terminating mid rail. Handrails shall be attached to the socket and shall rotate 90° for easy storage in socket. Aisle handrails that are detached from the socket for storage are unacceptable.
- H. Self Storing End Rails: Provide steel self-storing 42" [1066] high above seat, end rail with tubular supports and intermediate members designed with 4" [102] sphere passage requirements.
- I. Scorer's Table: Provide one 8' [2438] x 15" [4572] scorer's table. Table top shall be tan high pressure laminate on 5/8" [16] balance veneer core with edge molding. Integral perimeter frame to include tubular folding steel legs permanently attached to top with screws

### **PART 3 - EXECUTION**

#### 3.01 EXAMINATION

A. Verification of Conditions: Verify area to receive telescoping Platform seats are free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping Platform seats in accordance with telescoping Platform seats manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

### 3.02 INSTALLATION

- A. Manufacturer's Recommendations: Comply with telescoping Platform seats manufacturer's recommendations for product installation requirements.
- B. General: Install telescoping Platform seats in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescoping Platform seats and for permanent attachment to adjoining construction.

### 3.03 ADJUSTMENT AND CLEANING

- A. Adjustment: After installation completion, test and adjust each telescoping Platform seats assembly to operate in compliance with manufacturer's operations manual.
- B. Cleaning: Clean installed telescoping Platform seats on both exposed and semiexposed surfaces. Touch-up finishes to restore damage or soiled surfaces.

### 3.04 PROTECTION

A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure Telescoping Platform seats are without damage or deterioration at time of substantial completion.

### **END OF SECTION**

### **INVITATION FOR BIDS**

### BLEACHERS AND RELATED PRODUCTS BID #21-374

### **INTERKAL GYMNASIUM BLEACHERS**

### SEATING CAPACITIES & SIGHTLINE CALCULATIONS:

- 1. Forward fold bleachers, Reverse fold
- 2.Friction power
- 3. Seating Spacing- 22", 24", 26", 30", 32", 33"
- 4.Rise- 10", 10 1/4", 11- 1/2", 11 5/8", 16"
- 5. Footrest aisles w/intermediate aisle steps.
- 6. Non removable center hand rails/not to exceed the front edge of bleacher when stored.
- 7. Panelam decking / poly coated plywood is not acceptable.
- 8.All painted surfaces to be epoxy powder paint.
- 9. Hinged first aisle step/ must be stored within the closed bleacher.
- 10. Recoverable ADA seating with guardrails on row above.
- 11.Bleacher system must have a UL listing.
- 12.UBC 97 or UBC 94 compliant

Your price should be in strict compliance with the attached specification. If it is not please note by attaching addendum stating reasons.

### **SECTION 12760**

1.	Part I General
1.1	Work: A. Telescoping gymnasium bleachers.
1.2	Related Work:  A. Electrical  B. Gymnasium flooring
1.3	References: Applicable building codesEdition Year
1.4	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. Other rows shall be mechanically locked, operable only upon unlocking and cycling the first row, quantity to be determined by Interkal engineering.
- 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.

### 1.5 Quality Assurance

### A. Qualifications

- Manufacturing: Manufacturer shall be regularly engaged in the design and manufacturing of telescopic seating for not less than twenty years.
- Engineering: It will be mandatory that each bidder submit with their bid an affidavit signed by a Registered Professional Engineer 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:

- One-Year Guarantee: The manufacturer shall guarantee all work performed under these specifications to be free from defects for a period of one year.
- D. Product Improvements: Seating provided shall incorporate manufacturer's design improvements and materials current at time of shipment.

### 1.6 Submittals:

**A.** Submit manufacturer's installation instructions and descriptive literature in accordance with Section 01300.

**B.** Manufacturer's operating and maintenance manuals in accordance with Section 01700.

# 1.7 Design Criteria

- A. Telescopic bleacher design and fabrication shall conform to (specify applicable code by year and ADA requirements)
- **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 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 crossband directly under face ply, species Group 1 and manufactured in accordance with PS-1-95.

# 2. PART 2 PRODUCTS

# 2.1 Manufacturer

**A.** Telescopic seating as manufactured by Interkal, Kalamazoo, Michigan, is the standard of quality required and specified herein.

# 2.2 Materials

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

**B. Type**: (Selectone)

Wall attached Recessed Mobile

Free Standing Reverse Fold

$\sim$	A	
C.	Qua	intity:

1.	Provide	banks of	attached	rows high.
		2411100	attaorioa	i Civo i ligiti

# **D.** ADA (Available options)

- 1. **Notchouts**: Provide a 36" wide wheel chair space as shown on the plans and as required to meet local code jurisdiction compliance with ADA. (Specify one row or two row deep).
- 2. **Truncations**: Provide a full section truncation with all necessary front rails, closure panels, and portable step assemblies at aisles as required to meet local jurisdiction compliance with ADA. (Specify one row or two row deep).

#### E. Dimensions:

- 1. Rise per row (Select one)- 10 -1/4", 11-1/2", 16"
- 2. Row to row spacing (Select one) 22", 24", 26", 30", 32", 33"

# F. Propulsion (Select One)

- 1. **Manual Operation-** Furnish one pair of operating handles to attach under the first row kick board for manual operation.
- 2. Friction Power- Furnish Interkal friction power, integral automatic electro-mechanical propulsion system to open and close telescopic seating system. Operation shall assure full visual control of the seating bank. The Wide Track System incorporates two friction drive roller assemblies as an integral part of both first row vertical column assemblies. Each section of bleacher shall have a power system that shall consist of two vertical column roller assemblies which shall include two 6" diameter by 2 1/2" wide cast drive wheels for a minimum of four friction roller contact points per section of bleacher. Each roller shall have a specially formulated 45-durometer rubber covering to grip the floor as the units roll in and out. The two friction drive roller assemblies shall be installed a minimum of 7-feet apart per section. The two friction roller assemblies are linked together by a continuous drive shaft driven by a 1/2 H.P. 208V, 3-phase motor that shall enable the rollers to work simultaneously, resulting in a more efficient operation with allowance for minor variations in the floor surface. All floor friction power systems shall be controlled by a dual directional. removable walk along pendant which plugs into the front of the first row to give the operator proper position for visual control. The pendant control voltage shall be 24 VAC @ less than 50 MA for the safety of all operating personnel. The entire power system shall be U.L. Recognized. A 208/220 volt 3-phase

power source, including conduit, wiring, and safety disconnect must be provided by others. The electrical contractor shall perform the connections to the seating equipment at the safety disconnect. Motors, housing, and wiring shall be installed by certified personnel.

3. Nonfriction: Gymnasium seating will be power operated. Limit switches will regulate the extended and closed positions. Movement will be reversible from any position. The power system will lock the units in any desired position. The power supply shall be (1.5HP for 8" drums or 2HP for 16" drums) 208-220 or 440 volts, 3 phase 60 cycle. A junction box must be provided for each bank of power to be located as per the manufacturer's instructions. The electrical contractor shall furnish and install conduit, wiring and junction box. Motor starter, limit switches and key control switch to be provided by manufacturer. Rigid pusher linkages will maintain alignment of the bank during operation. The linkages will be attached to drive reels placed at pre-determined locations at the rear of the bank. Power systems employing friction on the floor will not be acceptable.

# **2.3** Accessories (Select applicable items)

- **A. Foot Level Aisles**: Provide footrest level aisles at locations and sizes as shown on plans and approved shop drawings.
  - 1. Center Aisle: Provide a permanently attached self-storing aisle rail, which is designed to eliminate all labor associated with set up and storage of the aisle rails.
  - 2. Intermediate Steps: Provide manufacturers standard intermediate step as necessary per applicable 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.** Wheelchair Seating: (Available options)

- Notchouts: Provide manufacturers standard permanent handicap notchout (36" wide) located as shown on architectural plans. Notchouts must be located at section joints only to avoid interference with understructure. Fascia panels shall have manufacturers standard polydeck finish to match deck board surface. Available in one row or two row deep, (select one).
- 2. Recoverable Notchouts: Provide manufacturers standard recoverable handicap notchout (36" wide) located as shown on

- architectural drawings. Notchouts to be one row or two row deep, (select one).
- 3. Recoverable Truncations: Provide full section recoverable handicap seating as shown on architectural drawings. Include portable step assemblies at affected aisle locations. Recoverable truncations to be one row or two row deep, (select one).
- D. Front Railing (if required): Provide rigid 36" high, fixed tubular steel rail with vertical intermediate members to fill design criteria. Rail to be mounted full width at all two row deep 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.

# E. End Railing: (Select One)

- Self-Storing End Rails: Provide steel self-storing 42" high self-storing end guard rails 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.
- Removable End Rails: Provide steel removable 42" high end guard rails 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 shall fully enclose all openings down to the deck level. Finish shall be a polyester powder coat.

# F. Operation

- Pendant Control: Provide pendant control style operation for the bleachers. Extension and retraction shall be accomplished by use of the pendant control plugged into a single receptacle. The receptacle shall be mounted at the first row.
- **G. Numbering**: Provide seat numbers and row letters for sculpture seat modules. Sequence to be determined by architect or owner.
- **H. Back Panels**: (For reverse fold and mobile units) Provide the manufacturers standard polydeck finish to match deck board surface. Back panels will be provided a maximum of 8' high.
- I. Back Rails: (For reverse fold and mobile units) 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.

- J. Vinyl-End Curtains: Provide manufacturers standard vinyl end curtains to close off under the bleacher units in the extended position. Curtain color is to be selected from manufacturers standard offering.
- K. End Panels: Provide manufacturers standard end panels to close off the opening between end rails and the wall when the bleachers are stacked. (Not available with vinyl end curtains)

#### 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. Wheel channels accommodate 8 to 12 wheels per row for maximum weight distribution and operating ease. The number of wheels increase as the number of rows increase.
- **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 I/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 rear welded gusset 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 where Engineering determines they are required.
  - Lower: Lower track guides shall be an external superslide 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 CC grade plywood with exterior glue and solid crossbands. 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, Light Gray in 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 are unacceptable.
- **H. Welds**: All welds shall be made at the factory by welders that are AWS certified on the equipment and process used.
- Nose Beam: 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: 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 26'.
- K. Splice Plates: (For Friction or Non-Friction power only) Each section joint shall be tied together with two structural steel members per row, employing a minimum of four steel to steel through bolt connections at the nose beam and a minimum of eight steel to steel through bolt connections at the lower steel rear riser. Gauge of splice plates to match the gauge of the nose beam and rear riser. Splice plates employing steel to plywood deck board attachments will not be acceptable. Gauge of splice plates to match the gauge of the nose beam and rear riser. In order to minimize deflections and keep rows in alignment during operation, splice connections shall transfer both axial loads (tension/compression) and bending.
- **L. 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.

# M. 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. Zinc plated (optional for high humidity areas).

# 2.5 Seat Options (Select One)

# A. SculptureSeat Modules:

- 1. 18-inch wide one-piece individual seating modules shall be constructed of high-density polyethylene. Provide in 10" or 12" deep, (select one).
- 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 assures proper alignment.
- A steel-to-steel attachment of each module to a minimum 14 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 manufacturers15 standard solid colors.

#### B. Wood:

Seats and front risers shall be 1" nominal thickness x 10" nominal depth, kiln dried, finger-joined and edge glued, Southern Yellow Pine Grade "B and Better" in conformance with S.P.I.B. Glued Lumber Standards. Solid wood boards which are more subject to cracking, checking, warping, cupping, and bowing than are laminated boards or mixed lumber species are unacceptable. All boards to be smooth sanded and sealed with a moisture resistant urethane followed by a second coat of high gloss urethane.

# 1. Part 3 Execution

# 1.1 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.

# 1.2 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.

# INVITATION FOR BIDS BLEACHERS AND RELATED PRODUCTS BID #21-374

# IRWIN TELESCOPIC SEATING

**Gymnasium Seating Specifications** 

#### SEATING CAPACITIES & SIGHTLINE CALCULATIONS:

- 1. Forward fold bleachers, Reverse fold
- 2.Friction power
- 3. Seating Spacing- 22", 24", 26", 30", 32", 33"
- 4.Rise- 10", 10 ¼", 11- ½", 11 5/8", 16"
- 5. Footrest aisles w/intermediate aisle steps.
- 6. Non removable center hand rails/not to exceed the front edge of bleacher when stored.
- 7.Panelam decking / poly coated plywood is not acceptable.
- 8. All painted surfaces to be epoxy powder paint.
- 9. Hinged first aisle step/ must be stored within the closed bleacher.
- 10. Recoverable ADA seating with guardrails on row above.
- 11.Bleacher system must have a UL listing.
- 12.UBC 97 or UBC 94 compliant

Your price should be in strict compliance with the attached specification. If it is not please note by attaching addendum stating reasons.

#### 1.1 WORK INCLUDED

A. Manufacture, deliver and install Telescopic Seating Systems in accordance with applicable codes, the following specifications, and approved drawings.

#### 1.2 RELATED WORK BY OTHERS

- A. Adequate floor levelness and strength for operation of telescopic seating.
- B. Adequate wall strength for attachment and operation of wall attached telescopic seating.
- C. Electrical wiring within the building as required for power operated telescopic seating.

#### 1.3 SYSTEM DESCRIPTION

- A. Telescopic seating system shall be multiple tiered seating rows comprised of seat and deck components, risers, and supportive understructure.
- B. Telescopic seating shall be operable on the telescopic principle, stacking vertically in minimum floor area when not in use.
- C. The first moving row, on manual sections, shall be secured with release lever. All other rows shall be mechanically locked, operable only upon unlocking and cycling of first row. Power sections shall be secured with mechanical locks as well as the power system, operable upon activating the pendant control.

# 1.4 QUALITY ASSURANCE

# A. DESIGN LOAD CRJTERIA (STRUCTURAL):

- 1. International Building Code Standard: Comply with requirements of IBC / ICC 300, "Standard for Bleachers, Folding and Telescopic Seating and Grandstands Assembly Seating, except where other requirements are indicated by the architect/owner.
- 2. Seating layout design shall be in compliance with IBC / ICC 300 Code, Chapter 4.
- B. Manufacturer: Company specializing in telescopic seating with a minimum of 25 years experience in manufacturing telescopic seating.
- C. Quality Standards: Manufacturer to be I.S.O. 9001:2000 certified.
- D. Engineer Qualifications: Manufacturer to employ a registered, licensed Professional Engineer to certify that the equipment to be supplied meets or exceeds the design criteria of this specification.
- E. Installation: Shall be handled directly by the manufacturer or by a factory certified installation subcontractor.
- F. Product Liability: Certification of insurance coverage of not less than \$5,000,000.
- G. Welding Processes: To be performed by certified professional welding operators in accordance with American Welding Society, (AWS), D1,1 "Structural Welding Code• Steel."
- H. Product Improvements: Equipment provided shall incorporate manufacturer's design improvements and materials current at time of shipment, provided that such improvements and materials are consistent with the intent of these specifications

#### 1.5 Submittals

#### A. BID SUBMITTALS

- 1. Manufacturer's descriptive literature and specifications
- 2. List of deviations from specification, if any.
- 3. Certification of Insurance.
- 4. I.S.O. Certification.

#### **B. JOB SUBMITTALS**

- 1. Shop Drawings showing all equipment to be furnished with details of accessories to be supplied including necessary electrical service to be provided by others. All electrical submittals must include U.L. listing number.
- 2. Samples of material and color finish as requested by Architect.
- 3. Warranty, operation and maintenance instructions to the owner upon completion.

# 1.6 Design Criteria

- A. Telescopic seating shall be designed to support, in addition to its own weight, and the weight of added accessories, a uniformly distributed live load of not less than 100 lbs. per sq. ft. (4.8 kN per sq. m.) of gross horizontal projection.
  - 1. Seat boards and footrest shall be designed for a live load of not less than 120 lbs. per linear foot (1.751 kN per linear m).
  - 2. A sway force applied to seats shall be 24lbs. per linear ft. (350 N per linear m.) parallel to the seats and 10 lbs. per linear ft. (146 N per linear m.) perpendicular to the seats. Sway forces shall not be considered simultaneously applied.
- B. Railings, posts and sockets designed to withstand the following forces applied separately:
  - 1. Handrails shall be designed and constructed for:
    - a. A concentrated load of 200 lbs. (890 N) applied at any point and in any direction.
    - b. A uniform load of 50 lbs. per ft. (730 N/m) applied in any direction. The concentrated and uniform loading conditions shall not be required to be applied simultaneously.
  - 2. Guards shall be designed and constructed for:
    - a. A concentrated load of 200 lbs. (890 N/m) applied at any point and in any direction along the top railing member and;
    - b. A uniform load of 50 lbs. per ft. (730 N/m) applied horizontally at the required guardrail height and simultaneous uniform load of 100 lbs. per ft. (1460 N/m) applied vertically downward at the top of the guardrail. The concentrated and uniform loading conditions shall not be required to be applied simultaneously.
    - c. American Institute of Steel Construction (AISC), American Iron and Steel Institute (AISI) and Aluminum Association (AA) design criteria shall be the basis for calculation of member sizes and connections.
    - d. Wood members shall be designed in accordance with National Forest Products Association, (NFOPA), and National Design Specification for Wood Construction.

#### 1.7 WARRANTY

- A. The manufacturer shall warrant all work performed under these specifications to be free of defects for a period of one year.
- B. Any materials found to be defective within this period will be replaced at no cost to the owner. This warranty shall not include replacements required by Acts of God, war, vandalism, flood, fire, calamity or deliberate abuse or misuse of the equipment.

#### 2.1 ACCEPTABLE MANUFACTURERS

A. All seating shall be the Irwin Model 4500 as manufactured by Irwin Telescopic Seating Company, Altamont, IL 62411 or equal, subject to prior approval and strict compliance with these specifications.

with th	ese specifications.			
	g Area:		<u> </u>	igh (Wall and Floor Attached), (Recessed).
B. Dimer	nsions:			
1.	Overall height:		Feet	Inches
2.	Open depth:	Feet	Inches	
3.	Closed depth:	Feet_	Inches	
4.	Row Spacing:			
5.	Rise per row:			
C.	Accessories: (Sel	ect)		

- 1. Aisles shall be footrest level inches wide to provide aisles.

  Aisles at the footrest level shall have non-slip treads on the top front edge.
- 2. Intermediate aisle steps shall be provided. Steps are permanently attached closed design. Steps shall be designed to eliminate any possible toe catch between the top of the intermediate step and the bottom of the nose beam per ADA or other applicable codes. Front step shall be hinged for storage on first row deck without the need for removal.

#### 3. Aisle handrails. (Select a, b or c)

- a. Smart Rail aisle handrails shall be provided. Aisle railings shall quickly and easily rotate 90 degrees to the locked position and store parallel to the front of the aisle. Railings that require removal from the pocket or the use of tools for storage will not be acceptable. Aisle railings shall also be capable of remaining in the use position during operation, eliminating any rail setup or takedown time. Aisle railings shall be an individual rail design, located on every other row starting at row two (2). Railing to be constructed of 1 1/2" 11 ga. round steel tubing, finished in a textured powder coated epoxy. For safety, railings designed without a full return of the handrail will not be acceptable. Smart rail can only be used on 22"-26" spacing.
- b. Removable aisle handrails shall be provided. Aisle railings shall be an individual rail design, located on every other row starting at row two (2). Railing to be constructed of 1 1/2" 11 ga. round steel tubing, finished in a textured powder coated epoxy. Aisle rails spanning several rows, or rails made from square tubing will not be acceptable. For safety, rail pockets that protrude beyond the face of the bleacher while in the closed position or railings with blunt, non-turned ends will not be allowed.
- c. Non-removable folding aisle handrails shall be provided. Aisle railings shall be permanently attached to the mounting pocket and allow railings to pivot and fold within the deck without the need for removal. Aisle railing shall be an individual rail design, located on every other row starting at row two (2). Railing to be constructed of 1 1/2" 11 ga. round steel tubing, finished in a textured powder coated epoxy. Aisle rails that require removal, rails made of square tubing or rail systems spanning several rows will not be acceptable. For safety, rail or rail pockets that protrude beyond the face of the bleacher while in the closed position or railings with blunt, non-turned ends will not be allowed.

# 4. Wheel Chair Seating Areas. (Select a or b)

a. Permanent wheel chair spaces shall be provided at the section joint location or section length as shown on plans. Permanent notches to have a Panelam closure panel to eliminate any open areas under the system. Closure panels to support row two eliminating damage to the understructure or the need for front railings.

b. Recoverable wheel chair spaces shall be provided at the section joint location or section length as shown on plans. An integral support on row two shall be provided to eliminate structural damage to the understructure during the operation and use of the system. Recoverable seating areas do not require front railings for support.

#### 5. End rails. (Select a or b)

- a. End rails of the self-storing type, finished with textured epoxy powder• coated black enamel, shall be provided at the open ends of the group. End rails shall start at row three and meet all national building codes. Railings with flexible uprights that can be expanded beyond the 4" sphere are not acceptable.
- b. End rails of the vertical, removable type, finished with textured epoxy powder-coated black enamel, shall be provided at the open ends of the seating areas. Each area the rails are intended to be used shall be equipped with permanent slide-out pockets allowing the rails to be securely attached. End rails shall start at row three and meet all national building codes. Railings with flexible uprights that can be expanded beyond the 4" sphere are not acceptable.
- 6. End panels of plywood and supports shall be provided to enclose the open ends of the group in the closed position. End panels shall enclose the space between the wall and the back of the self-storing end rails. Finish to match deck panels.

#### 7. Vinyl end curtain closures.

- a. Vinyl end curtains shall be provided to limit unauthorized access to the underside of the telescopic system. Curtain to be one piece design shaped to follow the angles of the unit in the open position, and constructed of a sturdy vinyl material with sewn-in grommets for attachment. Color to be selected from manufacturer's standard selection.
- 8. Scorer's table shall be 8' x 15" wide of wood grain high pressure laminate. Scorer's table shall be relocatable to any row of any section without the use of mounting sockets.
- 9. Seat level rear filler panels used to close openings between top row seat and wall. Closure panel to match panelam deck surface.
- 10. Folding Back Supports (U.S. Patent #7,267,403) shall be permanently attached to each seating position and shall fold forward and store on the seat. Each individual back support is easily raised into the use position by the patron, and will close automatically with the operation of the bleacher system. Each back support shall be blow-molded, double walled, impact resistant polyethylene plastic in a textured finish. Colors to be coordinated with the plastic seat module or as selected by architect/owner. Each back support shall have one location on the front side for a seat donor tag, and one location on the back for a seat number tag. The folding back support requires a minimum of 26" row spacing and 12" rise.

- 11. Fold-Down Backrests shall be permanently attached behind each seating row (except the last row) and shall fold and store on the deck without the need for removal. All backrest support brackets shall be finished in a texture powder coated epoxy. Backrest boards shall be 3/4" thick x 5" high clear yellow pine graded "B & better" and finished with clear polyurethane on all sides. Fold-down backrest requires a minimum of 31" row spacing.
- 12. Portable operator handle with tug frames for use in assisting manually operated bleachers shall be supplied. "T" frame handle to allow two operators to open and close bleacher sections from a standing position.
- 13. Full width back panels for portable, forward fold or free standing units shall be provided. Panels shall extend to 8' above the floor with a sturdy vinyl curtain material extending to the underneath side of the last row seat. Finish to match deck panels. Curtains to be selected from manufacturer's standard colors. Plywood shall be supported along the front and back edge for maximum rigidity. An "H" type aluminum splice beam shall be provided between' all panels. Plywood with clear or painted finish is unacceptable.
- 14. Rear rails, 42" high for portable and forward fold units with tubular supports to fill design criteria, shall be provided. Rails to be mounted behind the rear seat and extend the full length of the seating section. Railings to be finished in textured powder coated epoxy.
- 15. Transport systems for portable units. (Select a or b)
  - a. Integral Airlift System: Provide each portable seating section with a minimum of 2 self-contained integral airlift units. Each lift unit to be constructed from heavy gauge steel designed to support the overall weight, as well as the forces applied in relocating the seating unit. Each seating section shall be equipped with a minimum of 4 swiveling Tri-Caster assemblies (12 individual caster wheels). The total number and type of caster to be determined by the manufacturer based on the overall weight and flooring surface. To reduce the effort needed to relocate the seating unit and allow greater mobility, each caster assemble shall be attached to a caster plate that swivels independently of the tri-casters by means of high quality ball bearings. Each seating section shall be equipped with quick disconnect air valves at both ends of section for ease of operation. Supply one 1-1/2 HP 125 PSI portable air compressor with tank. Architect/owner to coordinate the compatibility of the portable seating and floor surface with the flooring manufacturer.
  - b. Portable Dollies: Provide a pair of mobile hydraulic lift dollies suitable for the transport of portable seating. Each lift dolly to be constructed from heavy gauge steel designed to support the overall weight, as well as the forces applied in relocating the seating unit. Each seating section shall be equipped with a minimum of 4 swiveling Tri-Caster assemblies (12)

individual caster wheels). The total number and type of caster to be determined by the manufacturer based on the overall weight and flooring surface. To reduce the effort needed to relocate the seating unit and allow greater mobility, each caster assemble shall be attached to a caster plate that swivels independently of the tri-casters by means ofhigh quality ball bearings. Architect/owner to coordinate the compatibility of the portable seating and flooring surface. Architect/Owner to coordinate the compatibility between seating unit and floor surface with the flooring manufacturer.

#### 2.3 FABRICATION

#### A. Understructure System:

- 1. Steel supports and rolling frames shall be constructed of formed steel shapes of the size and shape necessary to support the design loads. All support bracing shall begin at Row 2 and be of diagonal or "knee" type for rigidity. Diagonal bracing to be a "U" shaped formed steel channel. Angle iron or "X" type bracing is unacceptable.
- 2. Wheels shall not be less than 4" diameter x 1" non-marring soft rubber face to protect wood or synthetic floor surfaces. Each operating row shall have a minimum of 8 wheels.
- 3. Each fully skirted wheel channel shall be continuously in contact with adjacent channels by nylon guides, to eliminate metal-to-metal contact, and non-binding Quadra-Link guide rods to provide alignment when opening and closing. Lubrication shall not be required either at time of installation or periodically.
- 4. Each cantilever arm shall be triple-formed 10-gauge steel, securely welded to the post assembly and contain non-binding Quadra-Link interlocks with each row post assembly. Does not require lubrication at time of installation or periodically.
- 5. Vertical columns shall be high tensile steel structural tube to meet design criteria. Minimum column size to be 1 112" by 3" 11-gauge structural tube.
- 6. Deck supports shall be bolted to both the rear beam and the nose with locking hardware.

# B. Seat Systems:

(Select 1, 2 or 3)

- 1. Plastic Seat Modules
  - a. Shall each be 18" long, one piece, with scuff resistant textured surface 10" deep and contoured seat surface with vertical front. (12" deep also available on 24" or deeper spacing)
  - b. Shall be blow-molded, double-walled, high density, impact resistant, UV stabilized, linear polyethylene available in 12 bright standard colors, as selected by architect/owner. Custom colors available as an option.
  - c. Each module to be bracket supported with concealed mounting hardware attachment for rigidity.
  - d. Modules shall allow a full26 1/4" unobstructed area for foot room comfort and cleaning. Modules with external ribs or multiple piece modules are not acceptable.
  - e. Each module has two recessed areas for seat number locations. Number plates are optional.

- 2. Seats shall be 4/4" nominal thickness by 10" nominal depth, kiln dried, finger jointed, solid or edge glued Southern Pine Grade "C and better" upgraded to "B and better" to conform with Southern Pine Inspection Bureau, (SPIB), Grading Rules. Seat boards shall be continuously supported along the-front edge. Riser boards shall be an actual dimension of 8" wide by 3/4" thick, finger jointed, solid or edge glued Southern Pine Grade "C and better" upgraded to "B and better" in conformity with SPIB Grading Rules.
- 3. Seats shall be 5/4" nominal thickness by 11" actual depth (10" depth on 22" spacing) finger jointed, solid or edge glued Southern Pine Grade "C and better" upgraded to "B and better." Riser boards shall be an actual dimension of 8" wide by 3/4" thick, finger jointed, or edge glued solid Southern Pine Grade "C and better" upgraded to "B and better" in conformity with SPIB Grading Rules.
- 4. Wood seats and riser boards to be machine and hand sanded and finished with a moisture repellent sealer coat on all surfaces. Finish to be UV cured, water based polyurethane with a high gloss clear coat.

#### C. Deck System:

- 1. Decking: Panelam decking shall have a 0.030 (30 thousandths) high density polyethylene overlay, permanently bonded to structural western fir plywood in strict compliance with U.S. Product Standard PS 195. Finish thiclmess to be 5/8". Polyethylene finish to be textured grey or beige. Plywood shall be supported along the front and back edge for maximum rigidity. An "H" type aluminum splice beam shall be provided between all decks. Plywood with clear or painted finish is unacceptable. Decking shall be through-bolted to steel supports with locking hardware. Decking attached by the use of self-tapping fasteners or retained by friction only is unacceptable.
- 2. Nosing: Nosing with panelam decks shall be one piece, formed, 14-gauge steel with a minimum G-60 pre-galvanized finish.
- 3. Rear Risers: Rear riser shall be a minimum 14-gauge formed steel with a minimum G-60 pre-galvanized finish.
- 4. Formed Steel Deck Support Members: Support members shall be a minimum of 10-gauge formed steel and connect the front nosing and rear riser members. These shall provide support for the decking, throughout its length, and at intermediate locations to limit deflection. Deck supports to have maximum spacing of 60" up to 26" row spacing, and 40" up to 33" row spacing.

#### D. Finish

1. For rust resistance in standard or high humidity conditions all painted surfaces shall be finished in textured Epoxy Powder Coated Semi-Gloss Black.

#### 2.4 PROPULSION SYSTEM (Select A, B or C)

- A. MANUAL: For manually operated bleachers, individual sections containing a series of tiered rows shall be manually opened and closed. Each tiered row shall have mechanical locks to keep rows fully extended when in the open position. Row locks shall automatically release upon operation of release lever in the front skirt panel. Hinging of the lower skirt board is not acceptable.
- B. FRICTION POWER: The entire group shall open and close, by the friction drive system, as a complete unit. The manufacturer will determine the number of power units required based on the group length and number of rows involved.

- 1. Each power unit shall use two large 6" diameter by 9 1/2" long tube with non-marring 112" thick rubber covering to grip floor for opening and closing.
- 2. The power units shall develop tractive forces adequate to operate bleachers under normal conditions but inadequate to operate should significant obstacles be encountered.
- C. NON-FRICTION POWER SYSTEM (Patent#6,199,325): The entire group shall open and close by non-friction drive system, as a complete unit. The manufacturer shall determine the number of power units required based on the group length and number of rows involved. The drive mechanism uses a series of non-slip pusher link mechanisms, ensuring straight-line operation. All internal components, including full open and closed mechanical limit controls, shall be completely shrouded for safety. Non-friction drive system is limited to 25' of operating distance only. Friction to the floor systems are not acceptable.
- D. Manufacturer shall provide all wiring from power source within bleacher seating including pendant control. Removable pendant control shall be hand held with forward and reverse button, plugging into a single receptacle. Electrical contractor shall provide 120V single phase or 208/230V, 5 wire 3-phase, 60HZ power source (please specify) behind each group of seating. Amperage to be as specified by seating manufacturer depending on the number of power units required. For wall-attached installations, power source to terminate in a surface mounted junction box above floor. For reverse units; power source to terminate in a junction box, flush mounted under first seating row in center of group. Electrical contractor shall perform the connections to the seating equipment at the junction box. All electrical parts and wiring shall be installed in complete accord with the National Electric Code. All systems shall be designed to comply with U.L. (U.L. Listing #El68517)

#### 3.1 REVIEWS AND APPROVALS

A. Shop drawings shall be approved and job site field measurements taken prior to installation and telescopic gym seating shall be installed in conformance therewith.

#### 3.2 INSTALLATION

A. The installation of the telescopic gym seating will be handled directly by the manufacturer or by a factory authorized installation subcontractor qualified to perform the installation function.

#### 3.3 PROTECTION

- A. The manufacturer's representative shall transmit instructions in both operation and maintenance to the owner.
- B. Maintenance and operation of the telescopic gym seating shall be the responsibility of the owner or his duly authorized representative, and shall include the following:
  - 1. During operation of the telescopic gym seating, the opening and closing shall be supervised by responsible personnel who will assure that the operation is in accordance with the manufacturer's instructions.
  - 2. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the telescopic gym seating.
  - 3. An annual inspection and required maintenance of all telescopic gym seating shall be performed to assure safe conditions. At least bi-annually, the inspection shall be performed by a Professional Engineer or factory service personnel.
- C. Irwin Telescopic Seating Company constantly strives to improve its product and manufacturing methods; therefore, it reserves the right to make changes without notice which, in the opinion of Irwin Telescopic Seating Company, shall improve the product.

#### **INVITATION FOR BIDS**

# BLEACHERS AND RELATED PRODUCTS BID #21-374

#### \*KODIAK SEATING SYSTEMS

#### SEATING CAPACITIES & SIGHTLINE CALCULATIONS:

- 1. Forward fold bleachers, Reverse fold
- 2.Friction power
- 3. Seating Spacing- 22", 24", 26", 30", 32", 33"
- 4.Rise- 10", 10 1/4", 11- 1/2", 11 5/8", 16"
- 5. Footrest aisles w/intermediate aisle steps.
- 6. Non removable center hand rails/not to exceed the front edge of bleacher when stored.
- 7. Panelam decking / poly coated plywood is not acceptable.
- 8.All painted surfaces to be epoxy powder paint.
- 9. Hinged first aisle step/ must be stored within the closed bleacher.
- 10. Recoverable ADA seating with guardrails on row above.
- 11.Bleacher system must have a UL listing.
- 12.UBC 97 or UBC 94 compliant

Your price should be in strict compliance with the attached specification. If it is not please note by attaching addendum stating reasons.

# **Specifications**

# SECTION 12760 - TELESCOPING GYM SEATS PART 1 GENERAL

#### **SUMMARY**

A. Bleacher System shall be Kodiak Series 2400 Bleachers as manufactured by Kodiak Industries Ltd., Winnipeg, Manitoba, in accordance with applicable codes, the following specifications, and approved drawings.

#### B. Related Sections

 Division 16 Electrical sections for electrical wiring and connections for electrically operated telescoping Gym Seats.

#### **REFERENCES**

- A. National Fire Protection Association (NFPA)
  - 1. NFPA 102 Standard for Assembly Seating, Tents and Membrane Structures.
- B. American Welding society (AWS):
  - 1.AWS D1.1 Structural Welding Code Steel.
  - 2.AWS D1.3 Structural Welding Code Sheet Steel.

C. Americans with Disability Act (ADA)

1.ADA - Standards for Accessible Design.

#### MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install telescopic gym seat to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connection. Apply each load to produce maximum stress in each respective component of each gym seat unit.
  - 1. Design Loads: Comply with NFPA 102, 1992 Edition, Chapter 5 for design loads.
- B. Design Criteria:
  - 1. Bleachers shall be designed at minimum to withstand the following loads and forces in addition to their own weight:
    - a) Seat and footboards shall be designed to withstand a vertical live load of 120 lbs. per lineal foot (178 kg/m)
    - b) Platforms shall be designed to withstand a vertical live load of 100 lbs. per square foot (488 kg/ sq.m)
    - c) Each row shall withstand a horizontal side sway force of 24 lbs. per lineal foot (37.5 kg / meter)
    - d) End and back rails shall withstand an outward force of 50 lbs. per lineal foot at the top rail (74.4 kg/m)

#### SUBMITTALS

- A. Shop Drawings: Indicate Telescoping Gym Seat assembly layout. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.
  - 1. Wiring Diagrams: Indicate electrical wiring and connections.
  - 2. Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors.
- B. Samples: Seat materials and color finish as selected by Architect from manufacturers standard color finishes.
- C. Warranty: Manufacturers standard warranty documents.

#### **QUALITY ASSURANCE**

- A.NFPA Standard: Comply with current NFPA 102 Standard for Assembly seating, Tents, and Membrane Structures, and specifically with Chapter 5 Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having jurisdiction.
- B. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code Steel and AWS D1.3 Structural Welding Code Sheet Steel.
- C. Manufacturer Qualifications: Manufacturer who has MINIMUM <u>twenty years</u> of experience manufacturing telescoping gym seats.
- D. Installer Qualifications: Engage experienced Installer who has specialized in installation of telescoping gym types similar to types required for this project and who is acceptable to, or certified by, telescoping gym seat manufacturer.

#### **WARRANTY**

A.One (1) year Guarantee: The entire installation will be guaranteed against faulty materials and workmanship for a period of one (1) year. This guarantee excludes any parts determined to have been subject to accident, abuse, misuse or neglect.

# PART 2 - PRODUCTS MANUFACTURERS

Manufacturer: Kodiak Industries Ltd

615 Kernaghan Avenue, Winnipeg, MB, Canada, R2C 5G8

Telephone: (204) 224-3221; Fax: (204) 224-1577

Website: http://www.kodiakgym.coM,

#### **SUPPLY AND INSTALL**

A.Seating Area:
GroupsFeet LongRows High Select: (Wall Attached / Floor Attached / Portable / Recessed / Reverse Fold. Note: For all other configurations, contact Kodiak) Select: (Manually Operated / Electrically Operated)
B.D imensions:
1. Rise per row: (Select: 9-5/8" / 10-1/4" / 11-5/8" / 16". Note: For special rises contact Kodiak)
2.Row spacing: (Select: 22" / 24" / 26" / 30" / 32" / 33". Note: For special row spacings contact Kodiak)
3. Closed dimension:
4.Extended dimension:
C.Accessories (select from the following):
1. Aisles shall be footrest level wide, or as per code. Aisles at the footrest level shall have non-slip treads on the top front edge.
2. End rails, Kodiak self-storing "insta-rails" shall be provided at the open ends of

3. Non-removable folding aisle handrails shall be provided. Aisle railings shall be permanently attached to the mounting pocket and allow railings to pivot and fold sideways and down for storage. Aisle railing shall be an individual rail design, located on every other row starting at row two (2). Railings to be constructed of 1.5" round stainless steel tubing. Aisle rails that require removal are not acceptable.

the group. All end rails must be designed to integrate with the decking and understructure. Rails shall meet all national codes. All rails shall be made from

4. Provided One (1) Scorer's Table

1" OD cold rolled 14 gauge round.

5. ADA truncations required as recommended by manufacturer and as per ADA

- 6. Removable Folding End Rails (if required)
- 7.Back Rails (for reverse fold or portable)
- 8. Front Rails (if required)
- 9. End Panels (to the 8' level)
- 10. Back Panels (for reverse fold or portable)
- 11.Rear Filler Board (at seat height)

#### UNDERSTRUCTURE FABRICATION

- A. All bleacher wheels shall be a minimum 4" in diameter with 1 1/4" soft, non-marring face for floor protection.
- B. Each row shall be outfitted with a minimum of eight (8) of the above wheels.
- C. Bleacher uprights shall be made of square and rectangular tubing. All bleacher leg tubing to be minimum 1.5" x 3" rectangular hollow structural tube (MINIMUM 125 wall). Tubing will be manufactured to B.W.G. specifications using S.A. E. 1010 steel. Structural "C" formed steel is not acceptable.
- D.All wheel channels to be 11 gauge steel.
- E. All bleacher slide arms to be 10 gauge steel.
- F. All bracing to be angle iron starting at row two as follows:

Rows 2 – 4 1/8" x 1.5" x 1.5"

Rows 5 - 8 1/8" x 2" x 2"

Rows 9 – 14 3/16" x 3" x 3"

Rows 15+ 1/4" x 3.5" x 3.5"

Flat bar or formed steel bracing in not acceptable.

- G.Travel distance of each row shall be determined by the steel horizontal members under each row (or deck) and also by the mechanical trip-locks at the bottom of each upright. All row-locks must be a minimum ¼" steel.
- H. Platform decks shall be manufactured using 3/4" Fir or Southern Yellow pine Plywood or Panelam decking (Specify). Note: 5/8" decking is not acceptable.
- I.Plywood deck shall be supported over full length by rear and front channel. In addition, front and back supports will be supplied as required. Rear and front channels shall be 16 gauge galvanized steel.
- J.All hardware shall be plated and stress rated.

#### **BLEACHER FINISH**

- A. All steel framing shall be finished with a Saddle Brown or Flat Black.
- B. Rear and front channels shall be galvanized.
- C.CSM seats to be high-density structural foam polyethylene, 10" deep x 18" long or 12" deep x 18" long (specify) in choice of manufacturer's 12 standard solid colors (Note: custom colors available). Each module shall interlock to the adjacent module both around the perimeter and along the internal ribs to eliminate pinching hazards and assure proper alignment. A steel-to-steel attachment of each module to a galvanized steel nose-beam shall be provided for maximum rigidity. All seat module brackets must be double through-bolted into the deck structure. Single through-bolting is not acceptable.
- D. Vinyl on Steel (V.O.S.) seat and riser boards shall be one-piece formed, using 16 gauge sheet metal with a MINIMUM 10 mill vinyl laminate. Less than 10 Mill is not acceptable.

- E. All wood seat and riser boards shall be 5/4" or 4/4" (specify) Southern Yellow Pine. Boards shall be double sanded and receive two (2) coats of clear lacquer.
- F. Plywood foot-boards shall be finished with two (2) coats of industrial enamel No. 2416-4. Latex semi-gloss paint designed to meet environmental requirements.

# **ELECTRICAL OPERATION**

A.Posi-Drive" Propulsion System:

- 1. The entire system shall open and close by the Kodiak "Posi-Drive" system. All Motors to be 1/2 HP instant reversing automatic resent 120 / 208 / 240 VAC. All tractor frames to be made from 7 gauge steel. All axle shafts to be 1" steel. All wheels to be vulcanized rubber. All drive chains and sprockets to be #50. All speed reducers to be Helical Drive. All tractors in the system must be mounted "free floating" to the first row of the bleacher with Heavy duty hinges and grade 5 hardened steel through-bolts (for up to 11 rows) or 2 only 1" steel motor mount rods (12 rows plus), with steel bar weight harnesses set over the tractors according to duty. Number of tractors and added weight to be determined by requirements based on number of rows and type of seating. "Frictionless" systems and systems not independently operating under their own weight and requiring weight transfer from the bleacher system itself are not acceptable.
- 2. Manufacturer shall provide all wiring from power source within the bleacher systems including pendant control. Power requirement to be determined by seating manufacturer depending on the number of power units required. Power source to terminate in surface mounted junction box above the floor. Electrical contractor shall perform all connections to the seating equipment at the junction box.

#### **PART 3 - EXECUTION**

# **EXAMINATION**

A. Verification of Conditions: Verify area to receive telescoping gym seats are free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping gym seats in accordance with telescoping gym seats manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

#### 3.02 INSTALLATION

- A. Manufacturer's Recommendations: Comply with telescoping gym seats manufacturer's recommendations for product installation requirements.
- B. General: Install telescoping gym seats in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescoping gym seats and for permanent attachment to adjoining construction.

# 3.03 ADJUSTMENT AND CLEANING

- A. Adjustment: After installation completion, lubricate, test and adjust each telescoping gym seats assembly to operate in compliance with manufacturer's operations manual.
- B. Cleaning: Clean installed telescoping gym seats on both exposed and semiexposed surfaces. Touch-up finishes to restore damage or soiled surfaces.

#### **INVITATION FOR BIDS**

# BLEACHERS AND RELATED PRODUCTS BID #22-374

# Kay Park Recreation Bleachers Galvanized Steel Frame Bleachers BLG Series

Frames are fabricated from A36 alloy steel angles using full welds at all joints to give added strength. A combination of 2" x 2" x 3/16" and 1-3/4" x 1-3/4" x 3/16" angles are used, as required, for strength throughout each frame. Connecting "X" braces are 1-1/2" wide by 1/4" thick A36 alloy steel. For greatest protection and longest life, all parts are hot-dip galvanized after fabrication.

- 3 Lengths available: 15', 21' and 27'
- 3 Seat plank choices: Wood, Aluminum or Fiberglass seats
- 2 Frame choices: Aluminum angle and Galvanized Steel angle Foot planks are mill finish aluminum except units with wood seats, which come with wood foot planks.

Think Safety. Reduce Liability. Use Vertical Guard Rails

Guard Rails: In the past, bleacher guard rails usually consisted of a series of horizontal pipes or chain link fencing attached around the seating perimeter to keep people from accidentally falling off the bleacher and being injured.

Both horizontal pipes and chain link fencing create a "ladder effect" and readily lend themselves to being climbed on. This activity can easily lead to unnecessary injury and liability.4" Spaced Vertical Bar Guard Rails (V4)

Kay Park engineers recently introduced vertical bar guard rails (Patent Pending) to the outdoor portable bleacher industry, an innovation whose time has come. Vertical bars eliminate the "ladder effect" and a possible toe-hold for climbing on the guard rails. The possibility of accidents, serious injury and liability can be reduced by using vertical bar railings. This is part of Kay Park's continuing effort to make good products even better.

Note: Kay Park's New 3 Row Bleachers are exempt from current guard rail rules because they are less than 30" high.5 Rail Horizontal Bar Guard Rails (H9)

Basic guard rails consist of 5 horizontal galvanized tubes across the back and on the ends extending down to the 5th row. Please check your local code requirements.

4" Spaced Horizontal Bar Guard Rails (H4)

Most recent building codes for outdoor bleacher seating require any opening more than 30" above the ground be small enough that a 4" sphere cannot pass through. On bleachers having and 8" rise per row, and meeting the 4' rule, the guard rails extend down to include the 3rd row seat.

Both vertical 4" and horizontal 4" railing systems meet this requirement when used in conjunction with our full width footboard system.

Full Width Footboards (F4) Many of the various recent codes for outdoor bleacher seating require any openings more than 30" above the ground be small enough so that a

4" sphere cannot pass through. Kay Park has designed a new system using 2 additional footboards with one having an attached riser plate. This new system fills the space underneath the seats to meet the 4" sphere guideline.

#### 3 Plank Choices

Aluminum: Seat planks are 2" x 10" 6063-T6 extruded aluminum which is clear anodized to standard 204-R1 specification. Walk boards are 2" x 10" 6063-T6 extruded mill finish aluminum. End caps and hold down clips are also extruded aluminum.

Wood: Seats and walkboards are 2" x 10" precision drilled, CCA pressure treated and kiln dried specially selected Southern Yellow Pine.

Fiberglass: Seat planks are 2-1/2" x 10" reinforced core, sandwich type construction fiberglass with UltraGel coating up to 20 mils thick for long lasting finishing. Blue, Yellow, Red, White, Champagne, Hunter Green and Shamrock Green are standard colors. Walk boards furnished with fiberglass bleachers are 2" x 10" mill finish aluminum. Plastisol coated expanded metal seats may also be available.

# Aluminum Angle Frame Bleachers / BLA SERIES

Frames are fabricated from 2" x 2" x 3/16" 6061-T6 alloy aluminum angles using a punched and bolted type construction for maximum strength and safety. All main frame components are pre-assembled with large 1/2" diameter bolts, lock washers and nuts. This bolted aluminum frame provides strong joints that will not develop weld cracks.

#### **INVITATION FOR BIDS**

# BLEACHERS AND RELATED PRODUCTS BID #21-374

# \* OUTDOOR ALUMINUM FRAMED BLEACHER SPECIFICATIONS

#### SCOPE

Design of the bleacher shall conform in all respects to the requirements as set forth in these specifications. The description of the bleacher is as follows:

Number of rows: 3, 5, AND 10 Overall length: 21'-0" OR 27'-0"

#### UNDERSTRUCTURE

The understructure of the bleacher shall consist of a series of welded aluminum angle frames spaced at intervals of no more than 6'-0" and joined by means of aluminum sway braces, alloy 6061-T6, mill finish. Each frame shall consist of vertical members, adequate diagonal braces, and horizontal members welded to form an 8" rise on 5 and 10 row units (6" rise on 3 row units only) and a 24" back to back spacing between seat rows. All welded connections shall be by certified aluminum welders and all mating parts shall be welded on all sides to assure adequate strength.

#### **DESIGN**

The bleacher shall be designed to support, in addition to its own weight, a uniformly distributed live load of not less than 100 pounds per square foot of gross horizontal projection of the bleacher. All seat and foot plank members shall be designed to support not less than 120 pounds per lineal foot. The bleacher shall be designed to resist, with or without live load, a horizontal wind load appropriate for local conditions. It shall also be designed to resist, in addition to the live load, sway forces applied to the seats in a direction parallel to the length of the seat planks 24 pounds per lineal foot; and, in a direction perpendicular, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

#### **SEATS AND DECKING**

Seats shall be 2"x 10" nominal extruded (1.75"x9.5"actual) aluminum, alloy 6063-T6, wall thickness .078" (+/- .006" industry tolerance) with a raised fluted surface to provide a non-skid surface. Seats shall be anodized clear (204R1), conforming to the Aluminum Association Architectural Standard AA-C22A31. Seat planks shall have one internal support leg, and shall be designed to rest on a seat support with a minimum bearing surface of 8-1/2" to provide adequate resistance to torsion stress. Footboards shall consist of **two** 2"x10" nominal extruded (1.75"x9.5" actual) aluminum, alloy 6063-T6, wall thickness .078"(+/- .006" industry tolerance) with a raised fluted surface to provide a non-skid surface. Footboards shall have a mill finish. End caps provided for footboards shall match in both color and finish, shall be full length single piece, and shall attach by means of aluminum rivets on the underside of the plank. Rows 2 thru next to last row shall have a continuous 1 x 6 mill finished riser board and a 2 x 10 riser on last row. Each bleacher unit shall have one (1) 60" wide vertical aisle with center handrail as required by UBC 97

End caps shall be of a heavy duty clamping, channel design, and shall match in both color and finish the plank to which they will attach. End caps shall be fastened to the underside by means of two aluminum rivets. Seats and footboards shall be connected to the supporting structure so as to transmit all live and sway loads to the understructure members, so placed to resist those loads specified in the design section. The connecting hardware (bolt clips) shall be of extruded aluminum, mill finish. Clips shall be so designed as to provide adjustability in four directions.

#### **GUARDRAIL SYSTEM**

Shall be a 2/3 aluminum lined rail system with 9 ga. **aluminized** chain link fabric on rear and sides to row 3 (no rails are required on 3 row bleachers only). Aluminum line rails (1-1/4" schedule 40) and fabric shall fasten to **aluminum channel** vertical supports as required. Galvanized vertical supports, lined rails or chain link fabric will not be allowed so as to prevent possibility of electrolysis.

#### **HARDWARE**

All structural hardware shall be 7/16" diameter, grade 5 machine bolts, complete with hex nuts and "spring type" lock washers. All hardware connecting plank to understructure shall be 5/16" diameter carriage bolts, complete with hex nuts and "spring type" lock washers. The finish of all hardware shall be either hot-dipped galvanized or stainless steel to prohibit deterioration from electrolysis. No other hardware finish will be considered as an alternate.

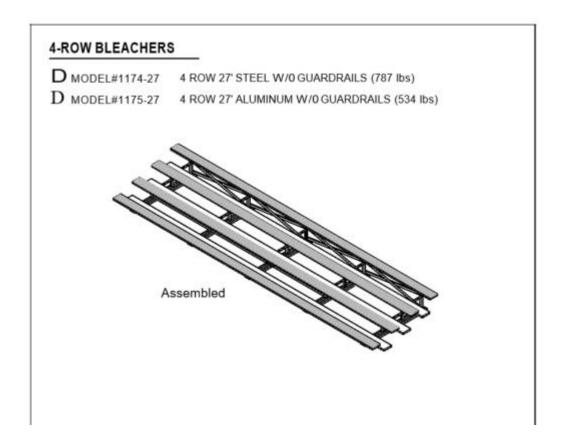
#### WARRANTY

All aluminum bleachers shall carry, after proper erection, and under normal use for this type of structure, a one (1) year warranty against all defects in materials and workmanship. Acts of vandalism or abuse shall render the conditions of this warranty null and void.

# **INVITATION FOR BIDS**

# BLEACHERS AND RELATED PRODUCTS BID #22-374

# PATTERSON WILLIAMS ALUMINUM BLEACHERS



#### Specifications:

Bleacher Frames, Horizontal and diagonal Bracing:

Fabricated from 2" x 2• x 3116" steel or aluminum angle. Frames are welded into a single unit. (Frames may have optional 2" x 6" ground sills at every point where frames are in contact with the ground.)

Seat and Foot Planks: 2" x 1 2 x 27' extruded ribbed aluminum. The wall thickness at any point shall not be less than .080". The edges and tops of planks shall be ribbed. The ribbed pattern,non-slip surface,is designed for safety and comfort with a grooved anodized coating. All exposed ends shall have aluminum caps fastened to the underside of the plank. Planks secure to each frame with two friction-type aluminum mounting clips capable of securing plank against movement. (All hardware is provided.)

Finish: All fasteners shall be zinc plated. All welds ground smooth.

Note: Our three and four row bleachers are exempt from current guardrail rules because they are less than 30" high.

Specification/Installation Instructions

#### INSTALLATION INSTRUCTIONS:

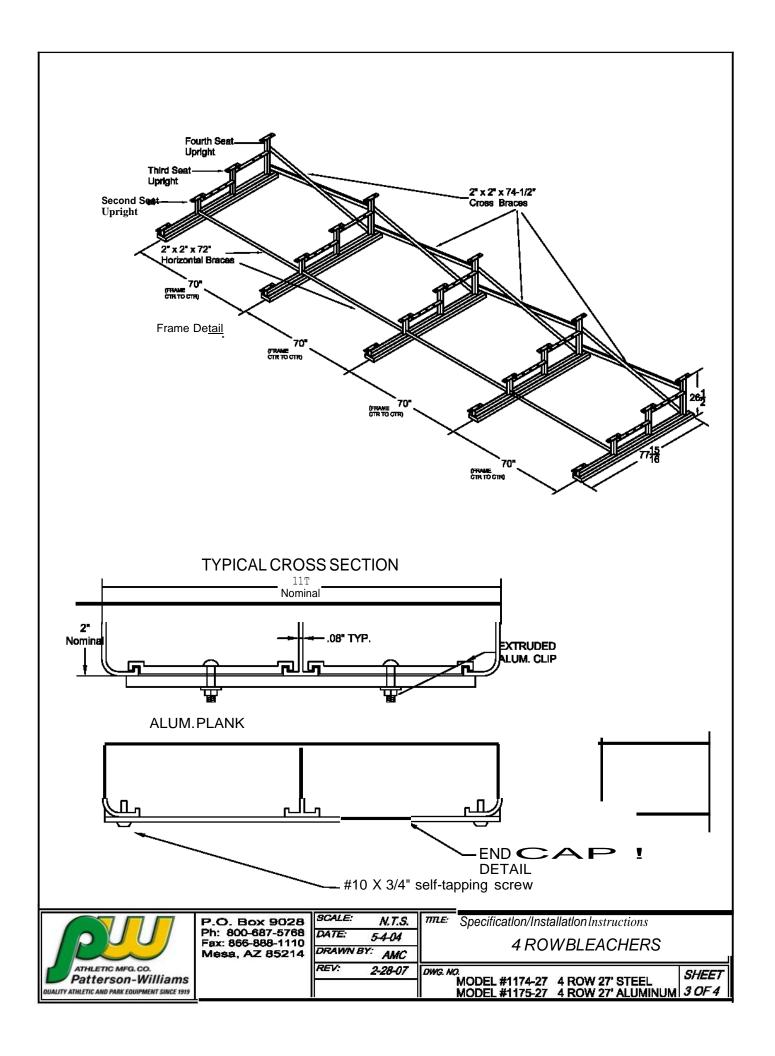
- 1. Check materials received with the parts list (Page 4) to make sure that all components are included and to assure that the unit is complete.
- 2. Installing End Caps on seat and fool planks:
  - a. Locate (7) 2x 10x 27' seat and foot planks and (14) 2x 10 end caps.
  - b. Align and assemble all end caps to aluminum planks. Secure using a #10 x 3/4• self-tapping screw in two locations on the underside of the plank. (See End cap Detail)
- 3. Locate five bleacher frames and set on a level surface on 70" centers. (See Frame Detail)
- 4. To Install Cross Braces:
  - a. Locate two sets of cross & horizontal braces measuring 2•x 2"x 74-1/2". (See Frame Detail) Install on the backside of the 4th seat upright using the top and bottom holes in the frame. Repeat steps to assemble second and third sets of cross braces to the other bleacher frames.
  - b. On the center bleacher frame at the top and bottom brace attachment locations where two diagonal braces attach at the same Installation point secure braces using 3/8x 1-1/4" hex bolt, washers and lock nut provided. (See Detail B)
  - c. At the center point of the cross braces secure brace connection using 3 /8" x 1-1/4" hex bolt, washer and locknut provided. (See Detail C)
  - d. Install 2x 2" x 74-1/2 Horizontal braces below 2nd foot board support on the second seat upright with 3/8" x 1-1/4" hex bolts & 3/8" flat washer & nuts.
  - e. At all installation points install washers and nuts but leave hardware loose until assembly is complete for easy installation. Note: Two washers are provided to use at every hex bolt location.
- 5. To Install seat planks:
  - a. First Install the plank clips using 5/16x 1" carriage bolts, washer and lock nuts, on top of seat and foot board supports. Give nuts about 3/4 turn just enough to secure). Turn plank clips perpendicular to the frames. (See Detail D)
  - b. Position seal planks on the seat supports so the plank clips are between the slots in the bottom of planks. See Detail E.
  - c. Reach up underneath the seal & foot planks and tum the plank clips to the position shown. (See Typical Cross Section Detail)
- 6. To install foot planks:
  - a. Follow the steps as outlined in step 5 for installation of foot planks.
- 7. To Secure Planks to Frames:
  - a. Align the end of the planks on rows so they are approximately 18ft from outside edge of plank to center of bleacher frame to end of plank looking at the bleacher. (See Detail E) Tighten all hardware on frames & planks securely.
- 8. Cut and peen all exposed bolt threads past 2 threads out of nut.

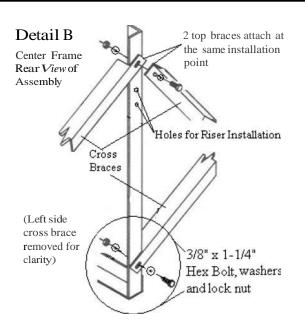
Note:To insure proper installation, bolts used to secure seat, foot and riser planks must be tightened until the clips are firmly in contact with the plank. (See Typical Cross Section)

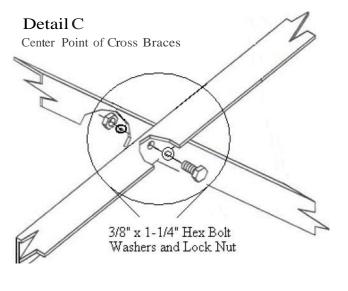
- 9. Installing (Optional) Ground sills (wood measuring 2" x 6" x 6'-6.):
  - a. Center one ground sill under each bleacher frame so the ends are evenly spaced and are centered from side to side. Mark the (2) hole locations in each bleacher frame on each of the ground sills and drill 1/4" x 1" deep pilot holes. Do Not drill completely through the ground sills.
  - b. Attach the ground sills to the bottom of the bleacher frames with 5/16 x 1-1/2" lag bolts and flat washers provided.

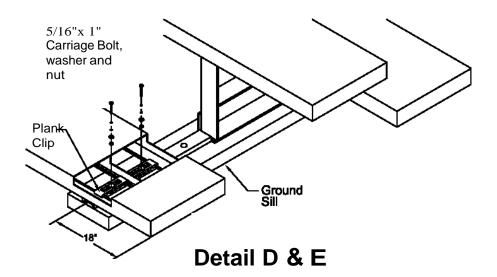
Specification/Installation Instructions

4 ROWBLEACHERS









MATERIALLIST	QTY
Aluminum Plank (2T) anodized	7
4 row bleacher frame	5
Diagonalframe brace-74-1/2"	8
Diagonal frame brace72"	4
Aluminum end cap (2"x 10•)	14
#10 x 3/4•self tapping screw	28
Aluminum Plank clip	70

MATERIAL LIST	QTY
5/16" x 1" carriage bolt	70
5/16" flat washer	70
5/16"1ock nut- nylock	70
3/8• x 1-1/4" hex bolt	19
3/8flat washer	38
3/8 • lock nut - nylock	19

#### OPTIONAL GROUND SILLHARDWARE

MATERIALLIST	QTY
2" x 6" x 6'-6" Ground Sill	5
5/16" x 1-1/2" Lag Screws	15
5/16" Flat Washer	15



P.O. Box 9028 Ph: 800-687-5768 Fax: 866-888-1110 Mesa, AZ 85214

SCALE:	N.T.S.
DATE:	5-4-04
DRAWN E	Y: AMC
REV:	6-29-06

TITLE: Specification/installation instructions

4 ROW BLEACHERS

DWG. NO. MODEL #1174-27 4 ROW 27' STEEL STEEL MODEL #1175-27 4 ROW 27' ALUMINUM 4 OF 4 6-29-06

SHEET

#### INVITATION FOR BIDS

#### **BLEACHERS AND RELATED PRODUCTS**

#### BID #22-374

#### \*STURDISTEEL OUTDOOR BLEACHERS ALUMINUM STADIUM SEATING

**Continuous Angle Frame Bleachers** 

# PORTABLE BLEACHERS AND CONTINUOUS ANGLE FRAME BLEACHERS PART 1 GENERAL

- 1.01 SECTION INCLUDES
- A. Design and fabrication of portable bleachers and continuous angle frame bleachers.
- 1.02 REFERENCES
  - A. ASTM A36 Specification for Structural Steel.
- B. ASTM A123 Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A307 Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.
- 1.03 SUBMITTALS
  - A. Submit shop drawings in accordance with Section 01300 Submittals.
- B. Shop Drawings: Submit shop drawings sealed by a registered professional engineer indicating location, size, details, and quantity of all steel, aluminum, and wood components.

#### 1.04 QUALITY ASSURANCE

- A. Codes and Standards: Design, fabrication, and installation shall be in accordance with applicable codes, regulations, and handicap requirements. Owner will furnish local code requirements.
- B. Manufacturer Qualifications: Minimum 10 years experience in the design and manufacture of bleachers.
- C. Manufacturer Installed Qualifications: Employ persons trained and experienced in the installation of bleachers.
  - D. Welders: AWS certified.

#### 1.05 WARRANTY

A. Guarantee bleachers to be satisfactory as to design, workmanship, and materials for 1 year beginning after completion of project. Guarantee also covers bleachers erected by the Owner and inspected by Sturdisteel personnel.

#### **PART 2 PRODUCTS**

2.01 MANUFACTURER

	Sturdisteel Company, PO Box 2655, Waco, Texas 76702-2655. (800) 433-Fax (254) 666-4472.
2.02	PORTABLE BLEACHERS AND CONTINUOUS ANGLE FRAME BLEACHERS
	Size:feet long by rows. (Refer to Seating Capacity for portable bleachers or continuous angle frame bleachers.)
B. Consti	Design: Design shall be in accordance with American Institute of Steel ruction and Specifications for Aluminum Structures.

- C. Design Loads:
  - 1. Live Load: 100 psf gross horizontal projection.
  - 2. Perpendicular Sway Load: 10 plf of seat plank.
  - 3. Lateral Sway Load: 24 plf of seat plank.
  - 4. Wind Load: 30 psf vertical projection.
  - 5. Live Load for Seat and Tread Planks: 120 plf.
  - 6. Guardrail Loads:
    - a. Vertical: 100 plf.
    - b. Horizontal: 50 plf.
- D. Shop Connections: Welded and capable of carrying stress put upon them.
- E. Welding: AWS standards.
- F. Framework: Space prefabricated angle bleacher frames at 6 foot intervals and connect by cross braces.
  - G. Rise and Depth Dimensions:
    - 1. Vertical Rise and Horizontal Depth per Row: 8 inches by 24 inches.
    - 2. Seat Above its Respective Tread: 17 inches.

- H. Riser: Nominal 1 by 8 mill aluminum plank at top row for elevated units and 10, 15, or 20 row non-elevated units. (optional riser plank at top row of 5 row non-elevated units or all rows of non-elevated and elevated units.)
  - I. Seats: Nominal 2 by 10 anodized aluminum plank, with 2 by 10 end caps.
- J. Treads: Nominal two 2 by 10 mill aluminum plank with 2 by 10 end caps for elevated units or 10, 15, and 20 row non-elevated units. Nominal one 2 by 10 mill aluminum plank for 3 or 5 row non-elevated units. (optional two 2 by 10 at all rows.)
- K. Guardrail: Each line with end plugs at ends of straight runs and elbows at corners. Secure to angle rail risers by fasteners.
  - 1. Back and Side Top Rails: 42 inches above its adjacent seat.
  - 2. Front Walkway Top Rails: 36 inches above plank decking.
  - 3. Elevated Units: 2-line guardrail at back, sides and front.
- 4. Non-Elevated: 5, 10, 15, or 20 Row Units: 2-line guardrail at back and above row 3 at sides.
  - 5. Chain Link Fence Enclosure: In accordance with local code requirements.
- L. Front Walkway on Continuous Angle Frame Bleachers: 60 inches wide (optional 42 inch width), elevated 30 inches high (Optional 40 inches). Walkway deck with 2 by 10 mill aluminum plank, match footboards.
  - M. Steps: Frames with 2 by 12 mill aluminum plank.
- N. Transport Kit for Portable Bleachers: Painted steel tube tow bar with tongue. Wheel sets with 5.30 x 12 tires.
- O. Entry Stairs: Provide entry stairs for elevated bleachers in accordance with local code requirements.
- P. Aisle Width: 48 inches, unless greater width specified by local code requirements.
- Q. Mudsills: 2 inch by 8 inch treated lumber, drilled for field bolting. Not required for slab or concrete runners.
- R. Press Box: Independently support and connect to rear of bleacher the press box support structure. (Contact Sturdisteel for complete press box specifications.)
- S. Handicap Provision: Incorporate ramps and wheelchair spaces within bleacher system in accordance with local code requirements and ADA.

#### 2.03 MATERIALS

A. Framework:

- 1. Galvanized Steel: ASTM A36. Hot-dipped galvanized after fabrication in accordance with ASTM A123.
  - 2. Aluminum: Aluminum alloy 6061-T6, mill finish.
  - B. Extruded Aluminum:
- 1. Seat and Riser Planks: Extruded aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.
  - 2. Tread Planks: Extruded aluminum alloy 6063-T6, mill finish.
  - C. Guardrail: Aluminum anodized pipe, 1.66 inches O.D.
  - D. Chain link: 9 gauge galvanized steel, Knuckle-Knuckle.
- E. Accessories:
  - 1. Steel Bolts and Nuts: ASTM A307 galvanized.
  - 2. Hold-Down Clip Assembly: Aluminum alloy 6063-T6.
- 3. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.

#### PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install portable bleachers and continuous angle frame bleachers complete in accordance with manufacturer's written instructions and approved shop drawings.

(Optional installation provided by manufacturer's trained crews.)

Note: Building codes vary from each site. It is the customers responsibility to verify local code requirements. Adjustments to meet LOCAL code requirements may require additional features.

# **GENERAL**

#### 1.01 SECTION INCLUDES

A. Design and fabrication of aluminum stadium seating for new or existing grandstands or bleachers.

#### 1.02 REFERENCES

A. ASTM A307 – Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.

#### 1.03 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01300 Submittals
- B. Shop Drawings: Submit shop drawings sealed by a registered professional engineer indicating location, size, details, and quantity of all steel and aluminum components

#### 1.04 QUALITY ASSURANCE

- A. Codes and Standards: Design, fabrication, and installation shall be in accordance with applicable codes, regulations, and handicap requirements. Owner will furnish local code requirements.
- B. Manufacturer Qualifications: Minimum 10 years experience in the design and manufacture of aluminum stadium seating
- C. Installer Qualifications: Employ persons trained and experienced in the installation of aluminum stadium seating
- D. Welders: AWS certified

#### 1.05 WARRANTY

A. Guarantee aluminum stadium seating to be satisfactory as to design,workmanship, and materials for 1 year beginning after completion of project.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURER

A. Sturdisteel Company, P.O. Box 2655, Waco, TX 76702-2655.Tel (800) 433-3116Fax (254) 666-4472

#### 2.02 ALUMINUM BENCH SEATS

- A. Aluminum Extrusions:
  - 1. Planks:
    - a. Maximum Clear Anodizing Length: 32 feet
    - b. Tread Planks, Riser Planks: Extruded aluminum alloy 6063-T6, mill finish.
  - 2. Seat Planks, Backrests, Stanchions, and Covers: Extruded aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II. Baked enamel primary colors or powder coat (optional on backrest)
  - 3. Joint Sleeve Assembly: Extruded aluminum alloy 6063-T6, mill finish. Insert aluminum sleeves in flat plank to maintain alignment in joining together 2 plank pieces.
    - a. length: 12 or 18 inches

# B. Accessories:

- End Caps: End of rows for flat seat planks and tread planks. Attach w/ 3/16 inch pop rivets.
  - a. Channel End Caps
  - b. Form Fitted End Caps
- 2. Hold-Down Clip Assembly: Attach plank to bracket.
  - a. Hold down clip: 4-way adjustable, 5/16 inch by 1 ¼ inch carriage bolt, 5/16 inch hex nut

#### 2.03 HARDWARE

- A. Steel Bolts and Nuts: ASTM A307, galvanized or cadium plated.
- B. Hold down clip assembly: Aluminum alloy 6061-T6.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install aluminum stadium seating complete in accordance with manufacture's Written instructions and approved shop drawings.

All bleachers must meet the Uniform Building Code for the jurisdiction having authority at the point of installation.