

MILFORD SCHOOL DISTRICT

SAU 40
100 West Street
Milford, NH 03055
603-673-2202
Fax 603-673-2237

Michael Tenters
Director of Curriculum

Robert Marquis
Superintendent of Schools

Jennifer Burk
Business Administrator

March 22, 2017

Dear Potential Bidder:

Enclosed is an Invitation to Bid on the removal and replacement of Gymnasium Bleachers to the Milford High School for the Milford School District. When submitted, bids must include completed Cost Statement, Good Faith Statement, the Experience/Performance Statement, and evidence of insurability and bonding capability, if applicable.

A pre-bid Meeting has been scheduled for 9:00 AM March 30, 2017 at the site: Milford High School, 100 West Street Milford, NH 03055. Site visits will not be allowed prior to March 30, 2017. A firm completion date has been set for August 25, 2017. Late penalties will apply.

Please call if you require further information about the needs of the District or our general requirements.

Sincerely,

Jennifer Burk
Business Administrator
Milford School District

Enclosures:

Good Faith Statement
Cost Statement
Statement of Experience and Ability to Perform
Invitation to Bid

Milford High School Gymnasium Bleachers
MILFORD SCHOOL DISTRICT
BID
GOOD FAITH STATEMENT

To Whom It May Concern:

The undersigned represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other bidder for the same work; that he has informed himself fully in regard to the Specifications for the installation of the gymnasium bleacher system at Milford High School for the Milford School District of Milford, New Hampshire, and has made his own examinations and estimates and from them makes this proposal.

The undersigned understand that the Milford School District reserves the right to waive any formalities in, to reject any and all bids or any part thereof, and/or accept any bid or part thereof, or to select a bidder whose bid is not the lowest, which it considers to be for the best interest of the Milford School District.

With the above understanding, the undersigned proposes to remove and replace the gymnasium bleacher system and all associated items at Milford High School for the Milford School District and to comply in all respects with said specifications for the sum or sums stated.

COMPANY:

ADDRESS:

NAME (typed or printed): _____

SIGNATURE: _____

TITLE:

DATE:

**Milford High School Gymnasium Bleachers
MILFORD SCHOOL DISTRICT
BID**

**STATEMENT OF BUSINESS EXPERIENCE AND
ABILITY TO PERFORM**

1. How long have you been in business? _____ Years
2. How many Gymnasium bleacher systems have you completed? _____
3. Please attach a list of the schools and work you have completed or at which you are currently engaged, including the name of the facility and project, the approximate square footage of the project, and the year the construction was complete.
4. Other
 - a. The Bidder shall provide copies of the company's employee safety training program, personnel policies (including criminal background check policy), and work rules.
 - b. The Bidder shall provide four (4) current references, including email addresses and phone numbers, two (2) of which should be school districts in New Hampshire.
 - c. The Bidder shall disclose any active or pending litigation against the Bidder.
 - d. The Bidder shall provide a copy of the Certificate of Authority from the New Hampshire Department of State indicating the Bidder may transact business in the State of NH.
 - e. For bids in excess of \$100,000, The Bidder shall submit certifications of employee 10-hour OSHA safety training.
 - f. The Bidder shall submit EPA lead paint certifications for company (ies) and employees.

BIDDER:

ADDRESS:

NAME:

Signature Title Date

Milford High School Gymnasium Bleachers
MILFORD SCHOOL DISTRICT
BID
COST STATEMENT

List items, if necessary:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL (all-inclusive, not-to-exceed price) \$ _____

BIDDER:

ADDRESS:

NAME:

Signature

Title

Date

Milford High School Gymnasium Bleachers
MILFORD SCHOOL DISTRICT
BID
INVITATION TO BID

SECTION I

General Requirements

The Milford School District, by its School Board (hereinafter called the "School District"), invites bids from responsible parties to provide a complete Gymnasium Bleacher system. The School District reserves the right to reject any or all bids as it deems to be in the best interests of the School District.

GENERAL CONDITIONS:

1. A Prebid Meeting has been scheduled for **9:00 AM March 30, 2017** at the site: Milford High School, 100 West Street Milford, NH 03055.
2. Should any prospective bidder desire clarification or interpretation of any items in the advertisement, invitation to bid, general conditions and specifications, he shall request such, via email, from the Director, Buildings and Grounds S.A.U. #40, at wcooper@milfordk12.org, and the question put and the answer given by the Buildings and Grounds Director will be given, and every effort will be made to share the question and answer with all known bidders.
3. All bids must be submitted on the official forms (attached hereto), sealed, labeled "**Sealed Gymnasium Bleacher System Milford High School Bid**" and delivered to the Office of the Superintendent of Schools, 100 West Street, Milford, New Hampshire 03055, by **April 13, 2017 at 1:00 PM**
4. Bidders will submit one (1) original bid and three (3) copies. All proposals must be on the forms provided and signed by the individual, partnership or corporation making the same; when made by a corporation, proposals must be signed by the officers thereof authorized to bind it by contract and be accompanied by a copy, under seal, of his authority to sign. Additional pages may be attached, dated, and signed by an authorized representative of the successful bidder, if additional space is required to provide a complete response.
5. No bid shall be withdrawn for a period of thirty-five (35) days from date of submission.
6. The bidders are invited to be present at the public bid opening at the Office of the Superintendent of Schools, 100 West Street, Milford, New Hampshire, at **1:00 PM on April 13, 2017**.

7. Awarding of the contract will be within thirty-five (35) days of the bid opening.
8. The competency, responsibility, experience, reputation, and financial standing of the bidders will be considered in making the award. The School District reserves the right to reject any or all bids, wholly or in part, to waive any informality therein, to accept any bid even though it may not be the lowest bid, and to make award which in its sole and absolute judgment will best serve the School District's interests. Bidders shall bid specifications and any exceptions must be noted.
9. All Bidders will be certified by the Secretary of State of the State of New Hampshire to transact business in the State of New Hampshire. Each Bidder shall provide a copy of the Certificate of Authority from the New Hampshire Department of State indicating the Bidder may transact business in the State of NH.
10. All bidders shall submit, with their bids, evidence from insurance and/or Surety Company (ies) licensed to do business in the State of New Hampshire, which it shall provide the bidder with insurance coverage, a performance bond, and a payment bond in the amount required herein if the bidder is successful.
11. A **Performance Bond** and a **Payment Bond** each in the total estimated amount of the annual contract shall be furnished before a contract is signed. The successful bidder shall procure and maintain in force a performance bond from an insurance or surety company licensed to do business in the State of New Hampshire for the benefit of the School District conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred percent (100%) of the contract. The successful bidder shall procure and maintain in force a payment bond from an insurance or surety company licensed to do business in the State of New Hampshire for the benefit of the School District conditioned upon the faithful payment for goods and services required to complete the terms of the contract, in an amount equal to one hundred percent (100%) of the contract. The cost to maintain the performance and payment bonds is to be included in the bid price.

The successful bidder will be required to indemnify the School District for any loss that they may sustain from any cause arising out of the performance or lack of performance of the agreement by the successful bidder.

12. **Automobile and general liability insurance** shall be carried by the successful bidder during the life of the Agreement in the amount of five million dollars (\$5,000,000) per occurrence. The insurance may be arranged under a single policy or by a combination of an underlying policy with the balance provided by an Excess or Umbrella policy.

Such policy will name the School District as a coinsured and a certificate of such insurance must be received by the Business Administrator upon execution of the contract and prior to the start of any work on the project. The successful bidder will immediately notify the School District if the successful bidder receives any notice from

the insurance company or companies providing such insurance coverage that such company or companies intends to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the School District as an additional insured.

The successful bidder shall agree to hold harmless the School District and any of the School District's officials, elected or otherwise, and its employees from claims for damages, including legal expenses, for property damage and/or personal injuries, and/or bodily injuries, including death, which may arise from or out of the operation hereunder.

The successful bidder shall maintain **Workers' Compensation Insurance** for all employees engaged in the project. The successful bidder will immediately notify the School District if the successful bidder receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intends to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the School District as an additional insured.

For bids in excess of one hundred thousand dollars (\$100,000), or where hazardous materials are involved, the successful bidder shall, prior to the performance of any work under the contract, provide the School district with certification of the successful completion of a 10-hour Occupational Safety and Health Administration (OSHA) construction safety program for each on-site employee, including those of any subcontractor, as required by NH RSA 277:5-a.

The successful bidder shall procure and maintain in force **Builder's Risk insurance** in an amount equal to 100% of the project construction costs. A certificate of such insurance must be received by the Business Administrator upon execution of the contract and prior to the start of any work on the project. The successful bidder will immediately notify the School District if the successful bidder receives any notice from the insurance company providing such insurance coverage that such company intends to cancel any part of such insurance.

13. The successful bidder will provide a copy of the bidder's (and any subcontractor's) EPA-required certification to conduct lead-based paint activities or renovations, and copies of employees' individual certifications for same.
14. The successful bidder will provide a project schedule to the School District prior to starting work on the project and at least monthly updates thereafter.
15. The School District will provide a contract document to the successful bidder and will not be restricted to any document template developed by outside organizations such as the American Institute of Architects (AIA) or the Design Build Institute of America (DBIA).
16. The School District shall pay the successful bidder for contract expenses on a monthly

basis.

17. In addition to any other rights the School District may have, the School District shall have the right to declare the successful bidder in default if (a) the successful bidder becomes insolvent; (b) a voluntary or involuntary petition in bankruptcy is filed by or against the successful bidder.
18. The contract may be terminated by the School District for unsatisfactory performance of the contract. In instances of unsatisfactory performance, the School District shall give written notice to the successful bidder citing the unsatisfactory performance and giving the successful bidder fourteen (14) days to improve its performance to the satisfaction of the School District. If the performance of the successful bidder does not improve to the satisfaction of the School District, within the fourteen (14) day period, the School District may terminate the contract by providing written notice to the successful bidder, notifying it of final termination fourteen (14) days from the date of receipt of said notice.
19. Should termination of the contract occur, the School District may employ another contractor or contractors to complete the project, and, in the case of termination for unsatisfactory performance, hold the successful bidder herein responsible for any extra or added expense, loans, or damages suffered by the School District.
20. The successful bidder will appoint a qualified supervisor. Said person will be available to the School District's representative at all times. Said person will be responsible for enforcing with employees and contractors connected with the project the State of New Hampshire law prohibiting smoking on school property. Said person will be responsible for requiring employees and contractors connected with the project to be properly attired in shirts, long pants, and appropriate footwear (no bare torsos or shorts). Said person will be responsible for enforcing courteous conduct on the site with employees and contractors connected with the project (no swearing or vulgar language).
21. A firm completion date of **August 25, 2017** has been set. The contract will include provisions for a penalty of \$500 per day for late completion, to be deducted from the amount due under the contract.
22. As-built plans and warranties shall be provided to the School District within sixty (60) days of substantial completion of the project.
23. The successful bidder will invoice the School District monthly, terms net 45, interest rate of 0% for late payment. Invoice payment shall be subject to the receipt of lien waivers and no payment shall become due absent applicable waivers. The School District will hold **5%** retainage on the total cost of the project for one year or until such time as as-built plans and maintenance and warranty documents have been delivered, whichever is later.

SECTION II

Project Summary

The following information is provided with the best information available. Any omissions or deficiencies should be brought to the attention of the School District. Clarifications and amendments will be shared with all known bidders.

This project shall be “Turn-Key” in nature with a firm completion date of **August 25, 2017**.

SUMMARY:

The existing bleachers are approximately 55 years old and have been renovated in 2009. A number of bracing joints were welded and replacement parts were installed. The bleachers have to pull out manually and do not meet ADA guidelines.

SECTION III

Bid Specifications

1) General Conditions:

The successful bidder shall have visited the site of the proposed work in order to fully acquaint and familiarize himself with conditions as they exist and the character of the operations to be carried out under the scope of this contract and make such on-site and subsurface investigations as he may see fit so that he understands fully the site, facilities, difficulties and any restrictions attending the execution of this work. The failure or omission of the successful bidder to receive or examine any form, instrument, and document or to visit the site and acquaint their company with the conditions there existing, shall in no way relieve him from any obligations with respect to the performance of the proposed contract and the work therein.

The successful bidder shall adhere to all applicable federal, state, and local codes, rules, and

regulations, latest codes in effect.

Engineering and plans stamped by New Hampshire Licensed engineer(s) are the responsibility of the successful Bidder. Where the site maps and conceptual floor plan differ from bid specifications, the bid specifications are to be followed.

The successful bidder shall provide any and all dumpsters, storage containers, and portable toilets to be utilized by the Contractor and any of their sub contractors for the duration of this project.

The use of asbestos or asbestos products will not be permitted in any form in this project.

The successful bidder shall obtain any and all permits, licenses, and permissions required for the project at the successful bidder's expense.

Should any site work be conducted while school is in session, the fullest consideration will be given to students and staff safety after consultation with School District Officials.

Testing may be required by the School District to determine that materials or workmanship provided meet the specified requirements. The employment of a testing laboratory shall in no way relieve the successful bidder of his obligation to perform all work in accordance with contract requirements. The testing laboratory shall procure all samples and specimens, shall provide all necessary testing equipment and personnel and make all deliveries of samples to the laboratory.

The School District shall be responsible for oversight of and payment for initial testing as indicated in the specifications. If retests are required because of failure, the successful bidder shall be responsible for the costs of retesting.

Telescopic Bleacher Specifications

GENERAL

1. Scope

- A. Telescopic seating systems comprised of multi-tiered rows of seats, deck components and risers on interconnected, retractable, supporting structure. Telescopic seating operation shall be by means of electric operation. Telescopic seating system shall be wall attached (typically), recessed, telescoping or portable. System shall be floor attached where reverse folding.
- B. Furnish and install Five(5) sections of Seven(7) tiers each x 21' 6" and One (1) section of Seven (7) tiers each x 17' 6" All measurements must be field verified and Bleachers shall be ADA compliant.

2. Design Criteria

- A. Gymnasium seat assembly is designed to support, in addition to its own weight, a live load in excess of 120 lbs. per linear foot or 100 lbs. per square foot (whichever is greater), front to rear sway in excess of 10lbs. per linear foot and a parallel sway load in excess of 24 lbs. per linear foot of row.
- B. Guard railings are engineered to withstand a load of 200 lbs. per foot at top rail and an intermediate load of 150 lbs. per foot.
- C. Steel Structure must be free standing when installed and include 4 steel columns per row, per section. Those manufacturers which only include 2 columns per row, per section are not acceptable.
- D. Steel columns must be fabricated from structural high tensile steel tubing; minimum size of tubing will be 1 ½" x 3" x 10 gauge. Those manufacturers providing formed steel or angle iron columns in place of columns in place of structural are not acceptable.
- E. Two row locks per row, per bleacher section manufactured from ¼" hot rolled steel to prevent racking of the bleachers as they are retracting, are required.
- F. Footboards shall be produced from ¾" plywood with top facing. Voids or boat patching is not acceptable. Top facing shall receive three (3) coats of colored, opaque, catalyzed epoxy coating. Aluminum trim shall be installed on all exposed edging. Extruded aluminum joiners shall be placed between adjacent footboards or approved equal.
- G. Wood set boards shall be ¾" finished size, kiln dried, select pine with rounded edges. Seat boards shall be sealed on all surfaces and three (3) coats of polyurethane on top and sides.
- H. Molded seats shall be 18" wide of high density polyethylene structural foam with full perimeter interlock and concealed mounting hardware. End caps shall be provided at all ends, aisle ways and ADA locations. Colors are bright and without excessive streaking. Waterfall coloring will not be acceptable. Indents for numbers and letters shall be standard.
- I. No less than 4" diameter x 1 ¼" soft faced, non- marking rubber wheels to support understructure system shall be provided with sitered metal bearings and clips for easy replacement.
- J. Nose beam shall be formed from 14 gauge minimum galvanized steel. Steel shall G90 galvanized coating or better. These will encapsulate ¾" plywood decks.
- K. Rear riser shall be formed from 14 gauge minimum galvanized steel. Steel shall have G90 galvanized coating or better.
- L. Handicap seating provisions: Provide first tier cutouts as required by ADA. Include manufacturer's standard front guardrail and closure panel below. Shop Drawings will reflect locations.

Quality Assurance:

Acceptable Manufacturer:

- A. The manufacturer shall be a firm experienced in the manufacturing of telescopic bleacher seating systems.
- B. The telescopic seating system specified herein shall comply with the international code 2000 edition, Standard for assembly seating, tents, membrane structures: and specifically with Chapter 5, folding and telescopic seating, except where additional requirements are indicated or imposed by authorities having jurisdiction.
- C. The telescopic seating system manufacturer shall have all welding done in a CWB/AWB certified shop.
- D. It is the responsibility of the bidder to furnish with their bid a list clarifying any deviation from these specifications, written or implied.

Acceptable Installer:

- A. Installer to be recognized, train and certified by telescoping bleacher system manufacturer.

Submittals:

- A. Submit three(3) copies of each of the following:
 - 1. Manufacturer's shop drawings
 - 2. Manufacturer's standard warranty and limited 20 year warranty.
 - 3. Manufacturer's Operations and Maintenance instructions.
 - 4. Manufacturer's Material Data Sheets of Certified (renewable) wood and post –consumer recycled contents of materials and low emissivity of finish coatings.
- B. Submit seat and deck samples, as required.

Warranty:

- A. Submit Manufacturers standard warranty form for telescopic seating systems. The manufacturer shall guarantee all work performed under these specifications to be free from defects for a period of one year after completion of work. Replacement structural steel components, nuts, bolts, axels and wheels as necessary to maintain the integrity of the original installation, will be provided at no charge for a period of not less than Twenty (20) years. The guarantee shall be limited to the fair use of the telescopic seating system and shall not include acts of vandalism, fire, flood or other situations that do not fall into the general use requirements of the bleachers. A yearly inspection and required maintenance must be performed to maintain the extended 20 year warranty.

PRODUCTS

Manufacturers:

- A.** The Basis of design for the gymnasium seating, detailed in these specifications are similar to “Hussey Seating Telescopic bleachers” however any equal by another manufacturer is allowed, provided it meets the following specifications and design intent.
- 1.** Model – Wood seats (show evidence of certified sustainable wood products or Green Guard certifications of all products used) or molded seats (provide Material Data Sheets showing recycled content of post-consumer materials).
 - 2.** Aisle Type – Foot level aisles with center railings with curved top rail terminations.
 - 3.** End rails – Typically self- storing ready rails.
 - 4.** Operation- Integrally powered friction electric operation or manual operation.
 - 5.** Product Requirements –
 - a. System to be wall attached. System shall be floor attached where reverse folding.
 - b. Row rise 10”, 11 5/8” or custom to customer requirements.
 - c. Row spacing – 22”, 24”, 26” or custom to customer requirements.
 - 6.** Accessories –
 - a. Handicap seating provisions: Provide first tier handicap cutouts to comply with the American with Disabilities Act (ADA). All handicap cutouts shall require railings. Double center cutouts will be recoverable.
 - b. Self-storing end rails: All railings to receive powder coating finish (black).
 - c. P rails: Every other deck shall have an intermediate pedestal mounted railing. These railings shall have a round handrail and shall be self-storing without the need of dismantling. Railings to receive powder coated finish (black)
 - d. Obstructions: Note any obstructions (columns, drainage pipes, electrical conduits, etc.) on final shop drawings.

FABRICATION

1. Understructure System:

- a. Structural high-tensile steel columns fabricated from minimum size 1 ½” x 3” x 10 gauge structural tubing.
- b. Bracing shall be a minimum of 1 ½” square structural tubing.
- c. Row Locks- Provide two per each row, per bleacher section made of ¼” hot rolled steel.
- d. Wheels shall be 5” diameter x 1 ¼” width.
- e. Finish – Provide manufacturers black semi-gloss machinery enamel. Enamel shall be of certified low emissivity coatings without discharge of Volatile Organic Compounds (VOC) nor shall it contribute to diminished Indoor Air Quality (IAQ) by “outgassing” into

the school environment.

2. DECK SYSTEM:

a. Footboards shall be ¾" plywood with top facing. All surfaces shall be thoroughly sealed. Top facing shall receive three (3) coats of colored, opaque, catalyzed epoxy coating. Aluminum trim shall be installed on exposed edges. Adjacent foot boards shall be joined by means of extruded aluminum joiner beam sized for ¾" footboards.

b. Provide thru- bolt fastening through galvanized steel riser beams at locations of splices in rear riser. Front deck connection shall be provided using front steel nose beams.

3. DECKING AND RISER SUPPORTS:

a. Decking and riser supports shall form rigid closed deck structure. Tapered deck stiffeners shall be bolted through the front and back.

4. SEAT SYSTEM:

a. Molded Structural Foam- Provide one- piece, high density structural polyethylene foam. Scuff resistant, textured solid color with anatomically correct tops. Colors for the seats shall be determined by the owner or owner's representative.

b. Wood- Provide full 4/4" kiln dried select southern yellow pine with rounded edges. Provide sanding sealer and three (3) coats of clear polyurethane finish on top and sides.

c. Wood shall be certified as a renewable resource and such documentation shall accompany the submittals and shop drawings supplied by the contractor for review and approval by the owner.

5. ELECTRICAL SYSTEM:

A series of electric drives located under the first row in sufficient quantities (tractor drive system) necessary to move the system in and out effortlessly shall be utilized. Each tractor drive shall consist of two(2) 12" wide x 6" diameter cylinder wheels covered with a specially formulated white 60 durometer soft faced rubber grooved for positive grip and low wear while reducing stress on the floor. The tractor is operated by a minimum 1/4" hp gear reduction motor built into a height adjustable steel framework and containing additional weight plates for added traction when necessary. These drives operate from one central control box and a single plug in, hand held, low voltage remote pendant controller which has, in addition to an in and out button, a left and right jog button used to allow for straight and true steering(steering provided where required). The standard system operates with 3 phase, 208 volt, and 60 hertz power. Optional power source can be supplied as required.

6. EXECUTION:

a. Manufacturer's representative or bleacher system installer shall demonstrate the proper method of operation of the bleacher system to the owner and owner's representative.

b. Telescopic Seating contractor shall verify that all areas are free of impediments interfering with the installation and that substrates are acceptable to receive seating in accordance with the manufacturer's recommendations.

c. Electrical wiring within the building as required for power operation of bleachers shall be

provided by others.

d. Seating shall be installed in accordance with manufacturer's instructions and final shop drawings. Telescopic seating contractor will install all accessories, anchors, inserts, and any other item for the installation of seating and permanent attachment.

e. Adjustment and cleaning shall be completed by contractor upon completion of installation. The contractor shall make adjustments to each seat in accordance with manufacturer's recommendation. Contractor shall clean installed seating on exposed and semi- exposed surfaces and touch up all exposed finishes.

f. The manufacturer reserves the right to incorporate design changes and material substitutions as it see fit to improve the overall product.

g. Removal of the existing bleachers is a requirement of this project. Removal will be priced separately. The existing bleachers shall be kept on site until such time that the owner make a determination on disposal of existing bleachers.