



INVITATION FOR BID

(This is not an order) Issue date: 6/10/11

Form with fields for company name, company information, due date (23 Jun '11 11a.m.), and project details.

SPECIAL INSTRUCTIONS: [X] None [] Bond required: Type: [] Bid, [] Performance/Payment (100%), Proof of insurance will be required.

The S L C S D's Auxiliary Services is seeking a qualified and certified contractor to provide and install poured in place (PIP) rubber under the existing kindergarten play ground equipment at Whittier Elementary (1600 S 300 E, SLC.), A pre-bid walk-through will take place on June 16, 2011 at 10 a.m. on site. Attendance is strongly advised.

- See Attachment A - Specifications
Scope of work:
1) Remove & dispose of existing protective tiles and prepare existing concrete to receive new PIP rubber.
2) Provide all necessary saw cutting. SLCS D will verify lay out for a 1/2" x 1/2" saw cut into existing concrete for proper fall zone requirements.
3) Provide and install new, 2.5" minimum thickness, poured in place rubber equivalent to Robertson Industries. See attached specifications for Tot Turf Aromatic line. The critical fall height of the equipment is four feet. The color will be a tan black mix (60:40). The top coat shall be installed in the concrete key-way around the perimeter. Alternate poured in place products must have a five year proven track record in the Salt Lake Valley and must be able to be verified by SLCS D. Submit sample warranty for the pip with bid.
4) All sub contractors to the supplying vendor of the poured in place must be approved by SLCS D, have a current CPSI certification and proper licenses through the State of Utah. Contractor must have current workers compensation and employer liability insurance.
5) Work to be completed by August 17, 2011
6) SLCS D will remove and reinstall a section of the metal fencing for access into the area.

Bidder selection will be based on the best value for the District to include but not limited to the following criteria: Cost, Timing, Submittals and Past History of Performance. The District reserves the right to be the sole judge in the determination of the outcome, including in "or equal" decisions. The District also reserves the right to reject any and all bids, or waive any irregularities or informalities in a bid or in the bidding.

We agree to furnish the services and products as indicated above to the Salt Lake City School District per their instructions and specifications.

Authorized Signature: _____ Title (print): _____ Date: _____

Instructions and General Provisions

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price entered for each item bid. (c) Unit price will govern if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed. The District reserves the right to determine if an item will be considered an equal. If the bidder lists a different trade name and/or catalog number in the bid, they must clearly state that it is an alternate, and describes specifically how it meets the specifications or how it differs. **MULTIPLE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid, the bidder certifies that all of the information provided is accurate, and that the prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.
2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly addressed envelope and either mailed or delivered to the Salt Lake City School District, Purchasing Department, Room 118, 440 East, 100 South, Salt Lake City, Utah 84111, or as otherwise directed by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-109. (c) Your bid will be considered only if it is submitted on the forms provided by the Department. Facsimile transmission of bids to the Department will not be considered except for in the case of an RFQ. (d) All prices quoted must be both F.O.B. Origin per paragraph 1(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose must be included in the bid for consideration and approval by the Department. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the Department. (e) All purchases are subject to the Utah Procurement Code, Title 63G, Chapter 6 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (UT Admin Code Section R33), and The SLC School Board, Policy F-2.
3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise the Department in writing prior to the due date that you desire to receive future invitations to bid on this commodity(s). Three consecutive no responses will automatically result in removal.
4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the School District.
5. **BONDS:** The SLCS D has the right to require a 5% bid bond and/or a 100% payment/performance bond from the bidder.
6. **SAMPLES:** Samples of item(s) specified in this bid, when required by the Department, must be furnished free of charge to the Department. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
7. **WARRANTY:** The contractor/supplier agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the School District under this contract for the period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor/supplier warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the School District has relied on the contractor's skill or judgment to consider when it advised the School District about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the School District has not been warned. Remedies available to the School District include the following: The contractor/seller will repair or replace (at no charge to the School District) the product whose nonconformance is discovered and made known to the contractor/seller in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor/seller will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the School District may otherwise have under this contract.
8. **DEPARTMENT APPROVAL:** Purchase orders placed or contracts written by the School District, as a result of this bid, will not be legally binding without the written approval of the director of the Purchasing Department.
9. **AMENDMENTS:** It may be necessary to issue amendments to the original specifications or bid documents. Bidders are responsible to verify whether or not they have received the latest amendments. Also, the terms of the contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of the Director of Purchasing.
10. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this bid/proposal. (b) Bids/Proposals are opened publicly in the presence of one or more witnesses. The name of each bidder, and the amount of the bid/proposal is recorded. Each bid /proposal and the record are open to public inspection. (c) The School District may accept any item or group of items, or has the right to cancel this bid/proposal at any time prior to the award of contract. (d) The School District can reject any and all bids/proposals, if the School District believes it would serve the best interest of the District. (e) Before or after the award of a contract, the School District has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) The School District does not guarantee to make any purchase under the awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount.
11. **PROTEST PROCEDURES:** A protest of a solicitation must be filed in writing with the Purchasing Department before the solicitation due date and time. A protest of the award shall be submitted in writing to the Purchasing Department within five working days after the aggrieved person knows or should have known of the facts giving rise thereto. The protest shall include: 1) Name, address, and phone number of the protestor; 2) The original signature of the protestor or its representative; 3) A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; 4) The form of relief requested.
12. **CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the School District upon 60 days written notice, prior to the effective date of cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
13. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of service, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disability Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the School District to insure that the subcontractors and vendors are bound by this provision.
14. **REGULATORY COMPLIANCE:** The contractor/seller represents and warrants that the goods or services furnished hereunder (including all labels, packaging and containers for said goods) comply with all applicable standards, rules and regulations in effect under requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods and services. As applicable, the contractor/seller shall furnish "Material Safety Data Sheets" in compliance to all laws.
15. **TAXES:** The Salt Lake City School District is exempt from the payment of Federal Excise Taxes and State Sales Tax: 11906942-005-STC

TotTurf® Aromatic Poured in Place Surface Specifications

PART 1 – General

1.01 Poured in Place Playground Surfacing

TotTurf® Aromatic poured in place rubber playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffings which will make up the Cushion Layer. The Cushion Layer is capped with EPDM, TPV or Treated SBR rubber granules mixed with a polyurethane binder creating the Wear Course. Robertson Industries, Inc. surfaces comply with ADA and CPSC guidelines as well as ASTM Standards. TotTurf® is certified by IPEMA, a third party testing organization for playground surfaces and equipment.

1.02 Performance Requirements

A. Area Safety: Poured in place within playground equipment use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F 1292-04. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings.

B. Accessibility: **NOTE: Children’s outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children’s outdoor play areas.**

C. Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951-08 and ASTM F 1292-04.

D. Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the “Certified Installers Training Program” required by Robertson Industries.

E. Submittals: The following shall be submitted:

1. One original hard copy of the submittal package will be provided. Additional hard copies available by request. All specifications/details/testing data can be found on TotTurf® website **www.totturf.com**.
2. Manufacturer’s descriptive data and installation instructions.
3. Manufacturer’s details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.
4. Upon request, a listing of at least five installations where products similar to those proposed for use have been installed and have been in service for a minimum period of 3 years. This list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.
5. A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-04 for a head-first fall from the highest accessible portion of the specified playground equipment.
6. A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer’s Trained Installers.
7. A certificate of Insurance shall be provided by Robertson Industries, Inc. for poured in place surfacing for use as playground safety surfacing, covering both general and product liability, of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, with an excess/umbrella liability of \$25,000,000. The issuing underwrite shall be AA rated.
8. Upon request, 2 inch X 3 inch (60mm x 80 mm) samples of the proposed material for this project.
9. IPEMA certification mandatory.

F. Delivery, Storage and Handling: Materials and equipment shall be delivered and stored in accordance with the manufacturer’s recommendations.

G. Project Site Conditions: Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommended temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product. Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look. The manufacturer's Service Center Manager reserves the right to control the installation based on such factors without penalty to Robertson Industries, Inc.

H. Sequencing and Scheduling: Poured in place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Surface installation coordinated by a Robertson Industries, Inc. representative.

I. Warranty: Poured in place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship and material for a limited five (5) year period or as specified and agreed upon per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product.

PART 2 – PRODUCTS

Safety surfacing shall consist of synthetic materials meeting the requirements of this specification. The type of safety surfacing shall be TotTurf® Aromatic, manufactured and installed by Robertson Industries, Inc., Telephone: 800-858-0519.

2.01 Product Scope

A. Poured in Place Surface: The poured in place surface shall consist of 100 percent recycled shredded tire material mixed with a polyurethane and capped with either an EPDM, TPV or Treated SBR granule and mixed with polyurethane.

B. It shall consist of a uniform material manufactured in such a way that the top portion meets the requirements specified herein for wear surface.

C. The type of safety surfacing shall be a poured-in-place system and shall be indicated on the drawings.

2.02 Cushion Layer Section

A. Impact Attenuating Cushion Layer: Cushion Layer consists of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous material.

B. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.

C. Foam or standard rubber granules are not to be permitted in Cushion Layer

D. Binder shall be between 12-14 percent of the total weight of the material, and shall provide 100 percent coating of the particles.

E. The Cushion Layer shall be compatible with the Wear Course and must meet requirements herein for impact attenuation.

2.03 Wear Course

A. The following are TotTurf® Custom Colors available: Cancun, Arizona Gold, Sherwood Forest, Blue Moon and California Dream'n. (See Totturf.com)

B. Wear Course shall consist of Ethylene Propylene Diene Monomer (EPDM), Thermal Plastic Vulcanized (TPV) or Treated SBR (Styrene Butadiene Rubber) granules with polyurethane binder formulated to produce an even, uniform, seamless surface up to 2000 square feet.

C. EPDM shall be peroxide cured with an EPDM content of 26 percent and shall include a Processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.

D. ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.

E. Size of EPDM granules shall be 2-4 mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.

F. TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 1-4mm. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.

G. Size of Treated SBR Granules shall be 1-3 mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.

H. Thickness of Wear Course shall be a minimum ½ inch (12.7 mm).

I. The Wear Course shall be porous.

2.04 Binder

A. No Toluene Diphenyl Isocyanate (TDI) shall be used.

B. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.

C. Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1)

D. Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original quality.

2.05 Materials

A. Wear Course – EPDM Granules:

Manufacturer: RTH Processing, Inc. As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

B. Wear Course- TPV Granules:

Manufacturer: Rosehill Polymers As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

C. Wear Course- Treated SBR Granules:

Manufacturer: Ryvec, Inc. As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

D. Cushion Layer – TotTurf Shredded SBR

As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

E. Binder – VORAMER MR 1099- extreme heat and humidity conditions

Manufacturer: Dow Chemical As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

F. Binder – VORAMER MR 1105- normal weather conditions

Manufacturer: Dow Chemical As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

H. Binder- Voramer MR 1108- humid conditions

Manufacturer: Dow Chemical As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

I. Binder- Voramer MR 1160

Manufacturer: Dow Chemical As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

J. Binder- BFLV-5

Manufacturer: Ryvec, Inc. As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

K. Binder- BFLV-6

Manufacturer: Ryvec, Inc. As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

L. Binder- Aliphatic

Manufacturer: Marchem Pacific, Inc. As distributed by: Robertson Industries, Inc. - (800) 858-0519

Location Used: Playground Area

PART 3 – EXECUTION

3.01 Site Preparation (OWNER OR OWNERS REPRESENTATIVE SHALL)

A. Finished Grade: Verify that finished elevations of adjacent areas are as indicated on the drawings, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed in a true, even plane, and sloped to drain as indicated in drawings. To conform to ADA guidelines there must not be more than a 2 percent slope.

B. Sub base: Tolerance of concrete or bituminous sub base shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Tolerance of aggregate sub base shall be within 3/8 inch (10mm) in 10 ft (3050 mm). Verify that aggregate sub base has been fully compacted in 2" watered lifts to 95 percent or greater.

C. Curing of Asphalt and Concrete: If poured in place surfacing is installed, verify that concrete Sub base has cured (All areas appear white in color usually between 3-7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of our installation crews.

D. Drainage: Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

3.02 Installation

A. Poured in Place Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to *2,000 square feet* per day and completely bonded to concrete of sub base. Material shall cover all foundations and fill around all elements penetrating the surface.)

B. Cushion Layer: Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.

C. Wear Course: Wear Course must be either high quality peroxide cured EPDM, TPV or Treated SBR granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to *2,000 square feet per day*. (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.

D. Perimeter: When installing over existing concrete/asphalt (see detail) perimeter must be saw cut to size indicated on plans (or formed during new pour) with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void, or formed during pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the vertical edge shall be primed with adhesive and the final 2" of the cushion layer shall be tapered to allow the wear surface material to be a minimum of 1" thick where it joins the concrete edge.

E. Thickness: Construction methods, such as the use of measured screeds or guides shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

F. Clean Up: Manufacturer's installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.

G. Protection: The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.

H. Manufacturer's Services: For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

All specifications/details/testing data can be found on
TotTurf® website ***www.totturf.com***