

INVITATION TO BID

Bid Invitation Number: #44-2012

Date of Issue: 03/26/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **04/9/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: various locations

Bid Security Required: Yes **XXX** No Performance Bond Required: Yes **XXX** No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

QTY	Commodity/Service
PCT	Wood Chip Safety Surface
	See specifications

<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>Proposed Delivery:</u> <u>30</u> days after acceptance of bid.
<u>Procurement Card Usage</u> <input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> No	

Submitted by: Countryside Play Structures
 Firm
3535 N. CR. 800 E.
 Address
DARKER City, IN 47368
 City, State & Zip

**Bid must be signed:
(original signature)**

Tiffany Polzin, Sales Manager
 Signature of Authorized Company Representative - Title
TIFFANY POLZIN
 Representative's Name (Typed or printed)
866-959-7866 765-468-4222
 Area Code - Phone - Extension Fax #
Tiffany@countrysideco.com
 E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, TIFFANY POLZIN, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is TIFFANY POLZIN and he/she is the individual submitting the bid or is the authorized representative of Countryside Play Structures, the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Tiffany Polzin

STATE OF

Indiana

COUNTY OF

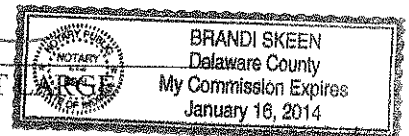
Delaware

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Brandi Skeen on this the 30 day of Mar, 2012.

My Commission expires: 1/16/14

Brandi Skeen
NOTARY PUBLIC, STATE AT



Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Green Seal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #44-2012 Wood Chip Safety Surface"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources*

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U.** Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature


Name of Business

Wood Fiber Safety Surface

Wood must be double chipped oak or double chipped alternative hardwoods. Cherry and walnut are not permitted.

1. Individual piece size shall be a maximum of 1³/₄" long and 1/2" wide.
2. Bark mulch will not be accepted.
3. Vendors shall be responsible for insuring that during production and transport, playground wood fiber safety surface product is not mixed or contaminated with any other wood by-products. Specifically, there shall be NO construction by-product, ground up pallets, nails, wire or any other debris that may be harmful to playground patrons.
4. LFUCG shall inspect each load ordered and delivered. If oversized wood shards, non-wood debris, non-hardwood chips or pieces are visible – particularly those that resemble the items listed in #3, the LFUCG reserves the right to reject the product at owner's expense and exclude the vendor from future purchases for the remainder of the contract.

Special Conditions:

1. The Lexington-Fayette Urban County Government may place orders of 100 cubic yards per load.
2. Bid must be accompanied by a plastic bag (1 gallon maximum) containing a sample of the mulch(es). If submitting more than one sample, the name of each product with content must be clearly labeled on the outside of the bag and include name of vendor.
3. Bid must be accompanied by a letter from an independent testing agency certifying that product being the product meets the requirements set forth in ASTM F1951-99 (ADA accessibility) and ASTM F1292-99 (Impact attenuation) for EACH product submitted with the name of the product clearly identified in the letter.
4. **Bid #1 shall be for ALL Oak Hardwood:**

Cost per cubic yard (delivered): \$ N/A

5. **Bid #2 shall be Alternative/Mixed Hardwoods:**

(Please specify composition of product. If composed of more than one variety of wood, composition shall be expressed in % of each variety.)

Composition: 100% Walnut Free Hardwood

Cost per cubic yard (delivered): \$ 21.00



An Environmental Analysis

By their nature, Fibar products help to meet the goals of LEED® (Leadership in Energy and Environmental Design), which the US Green Building Council describes as “a third-party certification program and the nationally accepted benchmark for the design, construction, and operation of high performance green buildings”. There are no products that are LEED® certified. Many products can help a building project qualify under the LEED® rating system.

The following definitions may be helpful in understanding the terms used in LEED programs.

- **Pre-Consumer Recycled Content** – This refers to the recycling of scraps, trimmings, and other byproducts that were never used in the consumer market. These materials are produced by manufacturers and processors.
- **Post-Consumer Recycled Content** – This refers to the recycling of products that have completed their designed use in the consumer market and would be disposed of as waste. These products are collected in recycling programs and include such items as paper, aluminum cans, plastic bottles and tires.
- **Regional Materials** – This refers to products that are extracted, processed and manufactured regionally, within 500 miles of the project site.
- **Heat Island Effect** - This is defined by USGBC as “thermal gradient differences between developed and undeveloped areas”.
- **Volatile Organic Compound (VOC)** – All adhesives and sealants used inside a building (inside the weatherproofing system and applied on-site) must comply with South Coast Air Quality Management District (SCAQMD) Rule #1168. VOC limits listed correspond to an effective date of July 1, 2005 and rule amendment date of January 7, 2005.
- **Recycled Shredded Rubber (SBR)** - is a rubber product manufactured from ground recycled tire rubber with loose fiber removed and free of foreign materials. It is comprised of a mixture of crumb rubber and rubber buffings to aid in compaction.

Fibar Engineered Wood Fiber Playground Safety Surfacing

Materials & Resources – MR2 – Construction Waste Management

Fibar Engineered Wood Fiber is a loose-fill product that is shipped in bulk so there are no package wrappings or pallets to dispose of in dumpsters or landfills.

Materials & Resources – MR4 – Recycled Content

Fibar Engineered Wood Fiber is 100% pre-consumer recycled materials. The wood fiber is obtained from the scrap of wood mills and truss plants. This material is then processed, by our patented process, to make the wood fiber. There are no added chemicals or toxins applied to the Engineered Wood Fiber.

Materials & Resources - MR5 – Regional Materials

Fibar Engineered Wood Fiber is harvested, processed and manufactured at over 65 locations throughout the United States and Canada. As such, shipment of the Engineered Wood Fiber is generally within 100 miles of most projects, but occasionally up to 500 miles for some remote projects.

Water Efficiency – WE1 – Water Efficient Landscaping

FibarDrain, when used in conjunction with FibarFelt, obviates the need for crushed stones and plastic pipes to provide drainage for playgrounds. It forms an innovative part of the FibarSystems, which were developed by Fibar and have earned an U.S. patent as a unique method of providing safety surfacing for playgrounds. The water from the FibarSystems could be stored in a cistern or underground storage tank to use for landscape irrigation.

Water Efficiency – WE2 – Innovative Wastewater Technologies

The water from the FibarSystems could be stored in a cistern or underground storage tank to use for non-potable uses inside the building.

Accessories for Engineered Wood Fiber

Materials & Resources – MR4– Recycled Content

FibarGuard Black Playground Borders are made of rugged High-Density Polyethylene that is 25% post-consumer recycled materials.

Materials & Resources - MR5 – Regional Materials

FibarGuard Black Playground Border is manufactured in southern Texas.

Materials & Resources – MR4– Recycled Content

FibarMat wear mats are manufactured of a recycled SBR rubber that is 100% post-consumer recycled materials.

Materials & Resources - MR5 – Regional Materials

FibarMat wear mats are manufactured in western Pennsylvania.

Materials & Resources – MR4– Recycled Content

FibarDrain is manufactured with 40% pre-consumer recycled materials.

Materials & Resources - MR5 – Regional Materials

FibarDrain is shipped from North Carolina.

Materials & Resources – MR4– Recycled Content

FibarFelt is manufactured with 20% pre-consumer recycled materials.

Materials & Resources - MR5 – Regional Materials

FibarFelt is shipped from South Carolina, Illinois and California.

FibarPIP Poured in Place Playground Safety Surfacing

Sustainable Sites – SS7.1 – Heat Island Effect – Non-Roof

Fibar Poured-in-Place (PIP) Playground Surfacing is available in a multitude of colors, which can be used to reduce the impact of heat islands.

Materials & Resources – MR4 – Recycled Content

Fibar Poured-in-Place (PIP) Playground Surfacing is a two layer system, consisting of a 100% post-consumer recycled material base layer, a foam layer consisting of 100% post-industrial recycled materials, in some applications, and an EPDM wearing layer whose recycled content is dependent on the amount of black/color EPDM used. The recycled content is shown in the following chart.

FibarPIP Thickness	All Black EPDM	All Color EPDM	50% Black & 50% Color
1.5"	100%	75%	85.5%
2"	100%	81%	90.5%
2.5"	100%	85%	92.5%
3"	100%	87.5%	93.5%
4"	100%	90%	95%

Materials & Resources – MR5 – Regional Materials

Fibar Poured-in-Place (PIP) Playground Surfacing is manufactured in central South Carolina. The foam is manufactured in southern Michigan and Ontario, Canada.

FibarIndoor Play Safety Surfacing

Materials & Resources – MR4 – Recycled Content

FibarIndoor Play Safety Surfacing is a two-part system consisting of a 54 mm base layer and a 6 mm top layer (carpet). The base layer is made from 100% pre-consumer (post industrial) recycled materials, a foam layer consisting of 100% post-industrial recycled materials, in some applications, while the top layer consists of 10% post consumer recycled materials.

Materials & Resources – MR5 – Regional Materials

FibarIndoor Play Safety Surfacing foam is manufactured in southern Michigan and Ontario, Canada. Carpeting is manufactured in Central Georgia.

Indoor Environmental Quality – IEQ 4.1 – Low-Emitting Materials – Adhesives & Sealants

FibarIndoor Play Safety Surfacing utilizes a polyurethane adhesive for the base layer of the systems and this has a Volatile Organic Compound (VOC) limit of ZERO (0) g/L. The adhesive used for the top layer of the systems has a Volatile Organic Compound (VOC) limit of ONE (1) g/L. This material complies with the requirements that the carpet and pad adhesives have a VOC limit of less than 50 g/L.

FIBAR ENGINEERED WOOD FIBER PLAYGROUND SURFACES: HELPING YOU GO GREEN

HOW

At Fibar®, we meet the needs of growing communities and developments by providing green products and a LEED® Sustainability Analysis prepared by a LEED Green Associate.

Through the Leadership in Energy and Environmental Design (LEED) Green Building rating system – and in conjunction with the U.S. Green Building Council (USGBC) (www.usgbc.org) – we can help you meet the ever-changing demands of being an environmentally conscious owner, operator, developer, and community leader.

WHAT

Green Building and Green Development is the choice that owners, operators, developers, and community leaders make in an effort to consider the environment during the planning, construction and subsequent occupancy of a project. “Green Building and Green Development” is a term to describe the design, construction, occupancy, and maintenance of a project or development that significantly reduces or eliminates the impact on the environment. This can include reuse or recycling of materials, use of rapidly renewable resources, regional purchasing, and water conservation.

WHY

The benefits of green building and green development can include improved air and water quality, reduction of landfill waste through recycling, and in some cases, tax incentives. All of these items are important to consider when planning your project. At Fibar, we bring our expertise to the table to help everyone become a little greener.

FIRST STEP

Contact us to discuss how we can help at 800-342-2721 or by email at info@Fibar.com. Or visit www.Fibar.com/playgrounds.



For a pdf of this document, go to www.Fibar.com/green.

FIBAR ENGINEERED WOOD FIBER PLAYGROUND SURFACES

SUSTAINABILITY ANALYSIS

By their nature, Fibar® products help to meet the goals of LEED, which the U.S. Green Building Council describes as "a third-party certification program and the nationally accepted benchmark for the design, construction, and operation of high-performance green buildings." Products themselves are not LEED certified, but many products can help a building project qualify under the LEED rating system.

TERMS USED IN LEED PROGRAMS

Pre-Consumer Recycled Content

This refers to the recycling of scraps, trimmings, and other by-products that were never used in the consumer market, and were produced by manufacturers and processors.

Post-Consumer Recycled Content

Recycled products that have completed their designed use in the consumer market and would be disposed of as waste. They are collected in recycling programs and include such items as paper, aluminum cans, plastic bottles, and tires.

Regional Material

Products that are extracted, processed and manufactured regionally, within 500 miles of the project site.

Heat Island Effect

This is defined by USGBC as "thermal gradient differences between developed and undeveloped areas."

To learn more about earning LEED credits, check out these websites:

- **USGBC: U.S. Green Building Council: www.usgbc.org**
- **USGBC: LEED Rating Systems: www.usgbc.org/LEED**
- **www.nrdc.org/buildinggreen/leed.asp**

We can help. Contact 800-342-2721, info@Fibar.com, or www.Fibar.com.

For a pdf of this document, go to www.Fibar.com/green.

FIBAR ENGINEERED WOOD FIBER PLAYGROUND SURFACES

ANALYSIS OF COMPONENTS

Materials & Resources: MR2: Recycled Content

Fibar® Engineered Wood Fiber (EWF) is a loose-fill product that is shipped in bulk so there are no package wrappings or pallets to dispose of in dumpsters or landfills.

Materials & Resources: MR4: Regional Materials:

Fibar EWF is 100% pre-consumer recycled material. The wood fiber is obtained from the end cuts of wood mills and truss plants, and manufactured from chipped wood from land clearing. This material is then processed to make Fibar engineered wood fiber, a totally natural product with no chemical additives.

Materials & Resources: MR5: Regional Materials

Fibar EWF is acquired, processed and manufactured at over 65 locations throughout the United States and Canada. As such, shipment of the engineered wood fiber is generally within 100 miles of most projects, but occasionally up to 500 miles for some remote projects.

Water Efficiency: WE1: Water Efficient Landscaping

FibarDrain (rollout drainage matrix), when used in conjunction with FibarFelt (geotextile fabric), obviates the need for crushed stones and plastic pipes to provide drainage for playgrounds. It forms an innovative part of FibarSystems to provide a unique method of safety surfacing for playgrounds. Water from the FibarSystems could be stored in a cistern or underground storage tank to use for landscape irrigation.

Water Efficiency: WE2 Innovative Wastewater Technologies

The water from the FibarSystems could be stored in a cistern or underground storage tank for non-potable uses inside the building.

ACCESSORIES

Materials & Resources:

MR4: Recycled Content

FibarGuard Black Playground Borders are made of rugged high-density polyethylene that is 25% post-consumer recycled materials.

Materials & Resources:

MR5: Regional Materials

FibarGuard Black Playground Borders are shipped from southern Texas.

Materials & Resources: MR4:

Recycled Content

FibarMat wear mats are made from recycled SBR rubber, 100% post-consumer recycled material.

Materials & Resources:

MR5: Regional Materials

FibarMat wear mats ship from Pennsylvania.

Materials & Resources:

MR4: Recycled Content

FibarDrain is manufactured with 40% pre-consumer recycled materials.

Materials & Resources: MR5:

Regional Materials

FibarDrain is shipped from North Carolina.

Materials & Resources: MR4:

Recycled Content

FibarFelt is made with 20% pre-consumer materials.

Materials & Resources: MR5:

Regional Materials

FibarFelt ships from South Carolina, Illinois, California.

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GREEN GLOSSARY: TERMS AND PHRASES

CARB Compliant: Meets the standards of the California Air Resources Board. CARB found that one of the major sources of formaldehyde exposure is through the inhalation of resin emissions from composite wood products.

Carbon Footprint: A measure of the resources used for each person or organization based on the land required for food, clothes and sustenance. Although not precise, this is a common metric in environmental and sustainability reports. This is also called the Ecological Footprint.

CFPA: Chlorine Free Products Association — an independent not-for-profit accreditation and standard setting organization that promotes sustainable manufacturing practices, advanced technologies free of chlorine chemistry and consumer education on alternatives, and helps develop world markets for sustainably produced third-party certified products and services. See www.chlorinefreeproducts.org.

Conservation: The preservation and responsible use of our natural resources to ensure they endure.

CRS: The Center for Resource Solutions — a not-for-profit company working to build a robust, renewable energy market by increasing the demand for and supply of renewable resources. CRS administers the Green-e Renewable Electricity Certification program, which certifies renewable power products sold by marketers, utilities and energy service providers in wholesale and retail markets. See www.resource-solutions.org.

Environmental Impact: Measurement of the total impact that an activity has on the environment. This includes production, transportation and energy.

OFEE: The Office of the Federal Environmental Executive — created in 2003 to assist the federal government with the application of sustainable environmental practices.

EPA: The U.S. Environmental Protection Agency, which publishes purchasing guidelines for minimum recycled product content. Many state and local governments and businesses have voluntarily adopted these guidelines. EPA handles most of the responsibility for environmental guidance, direction, monitoring and enforcement in the United States. See www.epa.gov.

Formaldehyde: A cross-linking agent that can have detrimental effects on health. Many environmental

organizations and governments are in the process of eliminating formaldehyde from the home and workplace.

FSC: The Forest Stewardship Council—an independent, international, environmentally and socially oriented forest certification organization. It trains, accredits and monitors third-party certifiers around the world and works to establish international forest management standards.

See www.fsc.org and www.rainforest-alliance.org.

Greenguard Certification Standards for Low-Emitting Products: Performance-based standards set by the GREENGUARD Environmental Institute (GEI) to define goods with low chemical and particle emissions for use indoors. These goods primarily include building materials, interior furnishings, furniture, cleaning and maintenance products, electronic equipment and personal care products. The standard establishes certification procedures including test methods, allowable emissions levels, product sample collection and handling, testing type and frequency, and program application processes and acceptance.

LEED: The Leadership in Energy and Environmental Design Green Building Rating System. Developed by the U.S. Green Building Council (USGBC), it is a nationally accepted benchmark for the design, construction, and operation of high-performance green buildings. LEED recognizes performance in sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality.

No Added Formaldehyde: Products made without formaldehyde. As formaldehyde exists in detectable quantities in almost all of nature, few goods are formaldehyde free. Instead, wood, paper and other natural products are described as being made without the use of formaldehyde.

Recycled: Made at least in part from recovered fibers. There is no universally acceptable definition so requirements vary by specific circumstances. For example, EPA requires that recycled papers purchased by federal agencies contain post-consumer content. However, the Federal Trade Commission (FTC) does not require post-consumer content in papers labeled recycled. Most U.S. governments and companies uphold the EPA standards, but there is no requirement.

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FIBAR ENGINEERED WOOD FIBER PLAYGROUND SURFACES: HELPING YOU GO GREEN

HOW

At Fibar®, we meet the needs of growing communities and developments by providing green products and a LEED® Sustainability Analysis prepared by a LEED Green Associate.

Through the Leadership in Energy and Environmental Design (LEED) Green Building rating system – and in conjunction with the U.S. Green Building Council (USGBC) (www.usgbc.org) – we can help you meet the ever-changing demands of being an environmentally conscious owner, operator, developer, and community leader.

WHAT

Green Building and Green Development is the choice that owners, developers, and community leaders make in an effort to consider the environment during the planning, construction and subsequent occupancy of a project. “Green Building and Green Development” is a term to describe the design, construction, occupancy, and maintenance of a project or development that significantly reduces or eliminates the impact on the environment. This can include reuse or recycling of materials, use of rapidly renewable resources, regional purchasing, and water conservation.

WHY

The benefits of green building and green development can include improved air and water quality, reduction of landfill waste through recycling, and in some cases, tax incentives. All of these items are important to consider when planning your project. At Fibar, we bring our expertise to the table to help everyone become a little greener.

FIRST STEP

Contact us to discuss how we can help at 800-342-2721 or by email at info@Fibar.com. Or visit www.Fibar.com/playgrounds.



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FIBAR ENGINEERED WOOD FIBER PLAYGROUND SURFACES

SUSTAINABILITY ANALYSIS

By their nature, Fibar products help to meet the goals of LEED, which the U.S. Green Building Council describes as "a third-party certification program and the nationally accepted benchmark for the design, construction, and operation of high-performance green buildings." Products themselves are not LEED certified, but many products can help a building project qualify under the LEED rating system.

TERMS USED IN LEED PROGRAMS

Pre-Consumer Recycled Content

This refers to the recycling of scraps, trimmings, and other by-products that were never used in the consumer market, and were produced by manufacturers and processors.

Post-Consumer Recycled Content

Recycled products that have completed their designed use in the consumer market and would be disposed of as waste. They are collected in recycling programs and include such items as paper, aluminum cans, plastic bottles, and tires.

Regional Material

Products that are extracted, processed and manufactured regionally, within 500 miles of the project site.

Heat Island Effect

This is defined by USGBC as "thermal gradient differences between developed and undeveloped areas."

To learn more about earning LEED credits, check out these websites:

- USGBC: U.S. Green Building Council: www.usgbc.org
- USGBC: LEED Rating Systems: www.usgbc.org/LEED
- www.nrdc.org/buildinggreen/leed.asp

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Materials & Resources: MR4: Regional Materials:

Fibar EWF is 100% pre-consumer recycled material. The wood fiber is obtained from the end cuts of wood mills and mill plans, and manufactured from chipped wood from land clearing. This material is then processed by our patented process to make the wood fiber. There are no chemicals added to the engineered wood fiber.

Materials & Resources: MR5: Regional Materials

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Water Efficiency: WE1: Water Efficient Landscaping

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ACCESSORIES

Materials & Resources:

MR4: Recycled Content

FibarGuard Black Playground Borders are made of rugged high-density polyethylene that is 25% post-consumer recycled materials.

Materials & Resources:

MR5: Regional Materials

FibarGuard Black Playground Borders are shipped from southern Texas.

Materials & Resources: MR4:

Recycled Content

FibarMat wear mats are made from recycled SBR rubber, 100% post-consumer recycled material.

Materials & Resources:

MR5: Regional Materials

FibarMat wear mats ship from Pennsylvania.

Materials & Resources:

MR4: Recycled Content

FibarDrain is manufactured with 40% pre-consumer recycled materials.

Materials & Resources: MR5:

Regional Materials

FibarDrain is shipped from North Carolina.

Materials & Resources: MR4:

Recycled Content

FibarFelt is made with 20% pre-consumer materials.

Materials & Resources: MR5:

Regional Materials

FibarFelt ships from South Carolina, Illinois, California.

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