



**RECREATION AND PARK COMMISSION FOR  
THE PARISH OF EAST BATON ROUGE**

**Sealed Bid Number 1828  
Annual Contract for Engineered Wood Fiber for Playground Surfacing**

BIDS/PROPOSALS WILL BE RECEIVED BY THE PURCHASING DEPARTMENT,  
RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE  
6201 FLORIDA BLVD.  
BATON ROUGE, LOUISIANA 70806.

**Bids/Proposals will be accepted until: March 10, 2023 @ 11:00 A.M. (CT)**

Advertisement: The Official Journal, THE ADVOCATE Baton Rouge 02/22/23 & 02/28/2023

**THIS IS THE BID/PROPOSAL OF:**

Company: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

**Please read bidding instructions on the next page carefully!**

**IMPORTANT:** A cashier's check, certified check, or bid bond equal to 5% of the total amount of the bid **is not** required.

## Standard Terms and Conditions for Bids

### INSTRUCTIONS TO BIDDERS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Bids may be delivered by hand, mail or courier service to our physical address: BREC, ATTN: PURCHASING OFFICE, 6201 Florida Blvd., Baton Rouge, LA 70806. BREC is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.
2. Electronic (refer to 4. Below) OR Paper bids will be received until the stated bid opening time, by the BREC Finance Department/PURCHASING OFFICE, BREC Administration Building, 6201 Florida Boulevard, Baton Rouge, Louisiana. All electronic bids will be downloaded and publicly read aloud, along with all paper bids received, immediately after the bid closing in Room 2304 of the BREC Administration Building. Bidders or their authorized representatives are invited to be present. No bids will be received after the stated date and time.
3. Complete bid documents are provided at no cost in electronic format at [www.bidexpress.com](http://www.bidexpress.com). Bidders may register and view complete bid documents and Instructions for Bidders at no cost. Questions about this procedure shall be directed to Bid Express Customer Service at [support@bidexpress.com](mailto:support@bidexpress.com). Toll free phone: (888) 352-BIDX (2439), Phone: (352) 381-4888, Fax: (352) 381-4444, Monday thru Friday, 6am - 6pm CST. See also <http://www.brec.org/assets/bidderinst.pdf> for instructions.
4. Electronic Bids must be submitted through [www.bidexpress.com](http://www.bidexpress.com) prior to the bidding deadline. Bidders utilizing the electronic bid process are responsible for confirming that all documents are properly submitted and received by Bid Express.
5. Paper bid forms must be submitted in a sealed, opaque envelope and endorsed with Bid Number and Title of the project being bid for BREC sites for Recreation and Park Commission for the Parish of East Baton Rouge. Bid form blanks must be duly filled in by the Bidder. FAX Bids are not acceptable. Bidders are cautioned not to attach any conditions or provisions to their bids. Any foreign conditions will render the bid invalid and may cause its rejection.
6. Bidders may attend the bid opening, but no information or opinions concerning the bid award will be given at the bid opening or during the evaluation process. Bids may be examined after 72 hours of bid opening. Access to information in completed files may be

secured by visiting the Finance Department during normal business hours.

7. Terms and Conditions: This solicitation contains all terms and conditions with respect to the commodities and/or bid specifications herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected. Any bidder modifications to published terms and conditions of BREC bids may also cause bid to be rejected.
8. The Purchase Order, whether verbal or written, or written contract is the only binding contract to be issued against this bid. Signing of vendor's forms is not allowed.
9. All bid prices must be typed or written in ink, unless submitted electronically through our electronic bid system. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder.
10. Bid prices shall include delivery of all items FOB: Destination, or as otherwise provided.
11. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. BREC's payment terms are Net 30. Invoices are to reference the purchase order or contract number issued for each delivery or service rendered, as this number will change on each request for product or service rendered. Invoices are to be emailed to: [Accountspayable@brec.org](mailto:Accountspayable@brec.org).
12. By signing the bid, the bidder certifies compliance with all Instructions to Bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. Other means of submittal is through our electronic bid system. (See #4).
13. BREC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
14. Prices: Unless otherwise specified by BREC in the bid, bid prices must be complete, including transportation prepaid by bidder to destination and bid prices shall be firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than FOB Destination may be rejected.
15. Vendor is responsible for including all applicable taxes in the bid price. BREC is exempt from all state and local sales and use taxes.
16. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply, unless otherwise specified in the solicitation.
17. BREC reserves the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including, but not limited to, the following: a) Failure to deliver within the time specified in the contract; b) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; c) Misrepresentation by the contractor; d) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BREC; e) Conflict of contract provisions with constitutional or statutory provisions of State or Federal law; f) Any other breach of contract, with ten (10) days written notice.

18. All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
19. Vendors must clearly identify bids by name, bid number and bid opening date and time on face of sealed envelope
20. Bid Bond is NOT Required for this bid, unless otherwise stated in bid documents.
21. BREC is an Equal Opportunity Employer. The Bidder is encouraged to utilize minority participation in this contract to the extent possible using small, disadvantaged and women-owned businesses as suppliers or subcontractors.
22. If bidding other than as specified, sufficient literature should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.
23. Vendor is to return all pages of bid.
24. Purchase Order Numbers are required for all materials and supplies ordered by BREC. No order is to be accepted by a vendor unless a valid Purchase Order number is obtained by BREC employees prior to purchase request and given to vendor. Invoices that do not have a valid Purchase Order Number listed on the invoice are not authorized purchases and will be returned to the vendor.
25. In order to receive ACH payments, you must complete the attached ACH Vendor Payment Authorization Agreement form. Please return the completed form with bid packet or by emailing vendors@brec.org.
26. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or Nolo Contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
27. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
28. Terms and Conditions: This bid contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this bid and governed by the laws of the State of Louisiana as required by Louisiana Law.
29. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In Subpart F of the Office of Management and Budget's uniform

administrative requirements, cost principles, and audit requirements for federal awards” (Formerly OMB circular a-133). A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

30. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES NO If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim. Indicate where in Louisiana your is being obtained:

Recreation and Park Commission  
for the Parish of East Baton Rouge (BREC)  
6201 Florida Blvd  
Baton Rouge, Louisiana

BID OPENING DATE  
**March 10, 2023; 11:00 A.M.**  
**BID NO. 1828**

FORMAL INVITATION TO SUBMIT COMPETITIVE SEALED BIDS  
NOTE: THIS FORM MUST BE USED TO SUBMIT YOUR BID

VENDORS DELIVERY ARO CONTACT	TERMS	DELIVERY DATE DESIRED	PURCHASING
	NET 30	AS NEEDED	Dedra Fountain Email: <a href="mailto:dedra.fountain@brec.org">dedra.fountain@brec.org</a>

\_\_\_\_\_  
COMPANY OR FIRM NAME

DELIVER TO:  
BREC PARKS PLAYGROUNDS AS SPECIFIED

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY & STATE                      ZIP

\_\_\_\_\_  
PHONE                              FAX

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
**BIDDERS SIGNATURE (BID MUST BE SIGNED) BIDDER'S PRINTED NAME**

## CONTRACT SPECIFICATIONS

This Bid is for an annual contract for Engineered Wood Fiber Playground Surfacing to be furnished and delivered at BREC Facilities in and throughout the Parish of East Baton Rouge, Louisiana. Contract Period is from **April 1, 2023 through March 31, 2024 with the right to extend this contract for another two (2) 12-month periods (See Page 3, #24). Price is per Cubic Yard (CY) only for Lines #1, and 2 below.**

- This contract is for a period of one year, and the total purchases may vary due to factors beyond our control.
- Refer to attached Playground Protective Surfacing Specifications. Engineered Wood Fiber must meet all specifications. No exceptions will be given. These specifications will be required on all deliveries and will be monitored by BREC personnel.
- BREC reserves the right to have an independent professional testing company perform tests on any/all delivered Engineered Wood Fiber for compliance with these specifications.
- BREC reserves the right to refuse any load of wood fibers that does not meet our specifications at no cost to BREC. This includes rejection at the time of delivery and up to seven (7) calendar days after delivery.
- Cubic Yard Price must include all fees associated with delivery and logistics. (Bottom Line Price)
- A split delivery fee may be applicable when a shipment is delivered to multiple parks in one area that require less than a truckload of engineered wood fiber. This cost will be added to the per cubic yard cost of the truckload. The additional fee will be based on one-tenth of a mile travel distance from the first delivery site to each subsequent site. The number of subsequent sites will not be limited.
- The point of contact at BREC can/will change from load to load. Delivery information and confirmation must be communicated to the correct BREC personnel. The point of contact for delivery will be written on the BREC Purchase Order along with the delivery address and other important delivery instructions.
- Delivery locations may vary from site to site. The off-load spot may be in a parking lot or directly into the playground area. This will be noted on each individual BREC Purchase Order.
- The award of this bid will result in an award to a single vendor. Any orders placed against this bid will be by purchase order number.

## BID PRICES

Item #	Description	Est. Annual Quantity	Unit of Measure	Unit Price
	Note: Unit Prices includes ALL costs associated with delivery and logistics.			
1	Engineered Wood Fiber for Playground Surfacing in accordance with attached product specifications. <b>Price per cubic yard for 90 to 100 cu. yd truck load</b>	2000	Cubic Yard	\$ _____
2	<b>Price per cubic yard for less than truck load</b>  Minimum order: _____ cubic yards		Cubic Yard	\$ _____
3	Split Delivery Fee for delivery to more than one site in any one trip.		Each	\$ _____

## SECTION 321816.13 - PLAYGROUND PROTECTIVE SURFACING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Organic loose-fill surface.
- B. Related Sections include the following:
  - 1. Division 31 Section "Earth Moving" for **drainage course and subbase courses**.
  - 2. Division 33 Section "Sub-drainage" for playground sub-drainage system.

#### 1.3 DEFINITIONS

- A. Critical Height: Standard measure of shock attenuation. According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur."
- B. SBR: Styrene-butadiene rubber.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Impact Attenuation: According to ASTM F 1292.
- B. Accessibility of Surface Systems: According to ASTM F 1951.
- C. Minimum Characteristics for Organic Loose-Fill Surfaces: According to ASTM F 2075.

#### 1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of playground surface system indicated.
  - 1. Include similar Samples of playground surface system and accessories involving color selection.
- C. Samples for Verification: For each type of playground surface system indicated.
  - 1. Minimum **1-quart** loose-fill surface sealed in a container.
- D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:



1. Organic loose-fill surface.
- E. Material Certificates: For each playground surface system product, signed by manufacturers.
- F. Field quality-control test reports.
- G. Maintenance Data: For playground surface system to include in maintenance manuals.
- H. Warranty: Special warranty specified in this Section.

## 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ANSI Z34.1 for testing indicated.
- B. 3<sup>rd</sup> Party Certification by IPEMA
- C. Source Limitations: Obtain playground surface system materials through one source from a single manufacturer per purchase order.
  1. Provide secondary materials and repair materials of type and from source recommended by manufacturer of playground surface system materials.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace quantities of playground surface system that fail in material quality within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Reduction in impact attenuation.
    - b. Deterioration of surface and other materials beyond normal weathering.
  2. Warranty Period: **Five** years from date of delivery.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  2. Products: Subject to compliance with requirements, provide one of the products specified.
  3. Basis-of-Design Product: The design for each product is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

## 2.2 ORGANIC LOOSE-FILL SURFACE

- A. **Engineered Wood Fibers:** Random-sized wood fibers, in manufacturer's standard fiber size, approximately 10 times longer than wide; containing no bark, leaves, twigs, or foreign or toxic materials according to ASTM F 2075; and for accessibility according to ASTM F 1951.
1. Basis-of-Design Product: Engineered Wood Fiber or a comparable product of one of the following (OR APPROVED EQUAL):
  2. Products:
    - a. Fibar, Inc.; Fibar System **100**.
    - b. GameTime; GT Impax Fiber.
    - c. New England Playground Surfacing; Playground Safety Fiber.
    - d. SofFall Incorporated; SofFall.
    - e. Zeager Bros., Inc.; Wood Carpet.
  3. Critical Height: **12 feet**

## PART 3 - EXECUTION

### 3.1 FIELD QUALITY CONTROL – As deemed necessary by Owner

- A. Testing Agency: **Owner will engage** a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing and inspecting of completed applications of playground surface system shall take place according to ASTM F 1292.
- C. Remove and replace applications of playground surface system where test results indicate that it does not comply with requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with requirements.

END OF SECTION 321816.13



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
OR				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*