

Tab 1 – Master Agreement

General Terms and Conditions

◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

◆ Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

◆ Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ **Supplemental Agreements**

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ **Certificates of Insurance**

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ **Legal Obligations**

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ **Protest**

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ **Force Majeure**

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ **Prevailing Wage**

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ **Miscellaneous**

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ **Open Records Policy**

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

- ◆ **Contract Term**

- The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

- ◆ **Contract Waiver**

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

- ◆ **Products and Services additions**

- Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

- ◆ **Competitive Range**

- It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

- ◆ **Deviations and Exceptions**

- Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

- ◆ **Estimated Quantities**

- The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$1 - \$2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years


- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Rubbercycle, LLC</u>
Address	<u>1985 Rutgers University Blvd.</u>
City/State/Zip	<u>Lakewood, NJ 08701</u>
Telephone No.	<u>732-363-0600</u>
Fax No.	<u>732-370-4247</u>
Email address	<u>keith@rubbermulch.com</u>
Printed name	<u>Keith Sacks</u>
Position with company	<u>Vice President</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 3, 2021, by and between National Cooperative Purchasing Alliance ("NCPA") and Rubbercycle LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 3, 2021, referenced as Contract Number 10-04, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Playground Surfacing and Other Surfacing Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount
Total				_____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

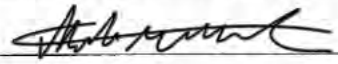
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a


period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: May 3, 2021

Vendor: Rubbercycle LLC
Name: Keith Sacks
Title: Vice President
Address: 1985 Rutgers University Blvd.
Lakewood, NJ 08701
Signature: 
Date: 03/22/2021

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ **States Covered**

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Lakewood, State of NJ

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Jennifer Sacks
Title: Contract Manager
Company: Rubbercycle LLC
Address: 1985 Rutgers University Blvd.
City: Lakewood State: NJ Zip: 08701
Phone: 732-363-0600 x221 Email: jen@rubbermulch.com

▪ Purchase Orders

Contact Person: Elizabeth Dunner
Title: Sales
Company: Rubbercycle LLC
Address: 1985 Rutgers University Blvd.
City: Lakewood State: NJ Zip: 08701
Phone: 732-363-0600 x220 Email: elizabeth@rubbermulch.com

▪ Sales and Marketing

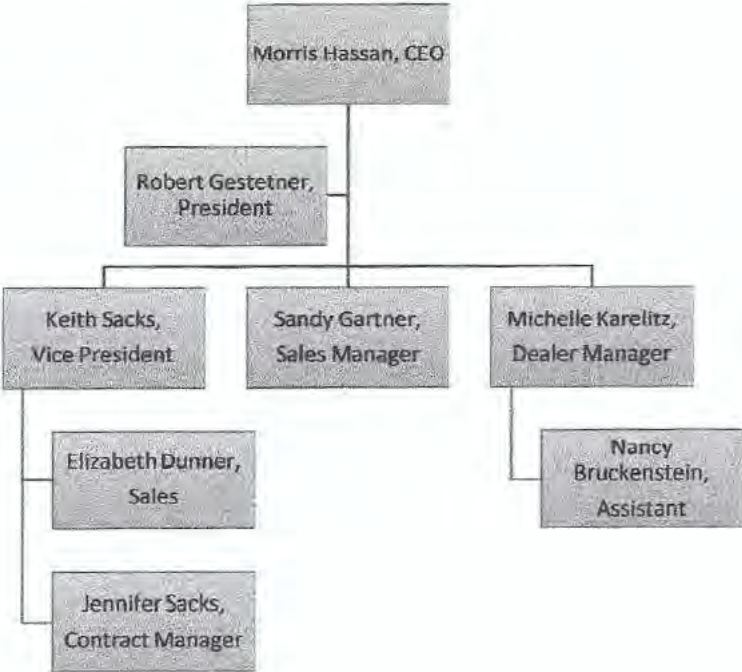
Contact Person: Keith Sacks
Title: Vice President
Company: Rubbercycle LLC
Address: 1985 Rutgers University Blvd.
City: Lakewood State: NJ Zip: 08701
Phone: 732-363-0600 x204 Email: keith@rubbermulch.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 Yes No

Tab 4- Vendor Profile

- **Company Name:**
Rubbercycle, LLC
dba Rubberecycle
- **History:**
In 1996, Rubberecycle established and introduced top quality rubber surfacing products for military, commercial and residential use. Rubberecycle pioneered the tire recycling industry, utilizing the most advanced technology and equipment to process scrap tires for a multitude of uses. Today, Rubberecycle remains the country's leading manufacturer of recycled rubber surfacing products, consistently innovating and perfecting their products to provide customers with quality line of rubber surfacing products. Our product line includes poured-in-place, loose fill/rubber mulch, turf, ADA surfacing and interlocking tile systems that are highly durable and boast a variety of customization options to meet your needs. All products are manufactured in Rubberecycle's own plant, thus bypassing the need for middlemen. This translates into the highest quality, reliable and dependable products at the most competitive prices.
- **D-U-N-S number:** 806626248
- **Organizational chart with individuals involved in contract:**



- **Corporate Office Location:**
Rubberecycle
1985 Rutgers University Blvd.
Lakewood, NJ 08701

Representatives: We have a diversified sales force spanning the country. The vast majority have been strong, loyal and dedicated representatives that have grown alongside us as we have continuously developed new products to cover their customer's needs. Most are independently owned and operated. We do have our own in house sales force and installers.

Key Contacts—all located at Corporate Office

Keith Sacks
Vice President
732-363-0600 x204
keith@rubbermulch.com

Robert Gestetner
President
732-363-0600 x203
robert@rubbermulch.com

Sandy Gartner
Sales Manager
732-363-0600 x208
sandy@rubbermulch.com

Elizabeth Dunner
Sales
732-363-0600 x220
elizabeth@rubbermulch.com

Jennifer Sacks
Contract Manager
732-363-0600 x221
jen@rubbermulch.com

***See additional staff members on chart.**

- **Payment Terms:** Government entities, schools and townships that issue an official PO get Net 30, 60 or other payment terms.
All other customers can apply for credit and would have to be approved by credit dept.

- **Competition in the marketplace:** Surface America, Tot Turf, Sport Surface Specialties and Liberty Tire Recycling
- **Differentiates our company from competitors:** Rubberecycle is the manufacturer. We have the resources, the ability and the technology to manufacture products "In House" through the use of recycled materials. Many of our products are industry exclusive/proprietary items that other companies cannot replicate as they do not have the ability to manufacture from raw materials. Some are just resellers of items produced elsewhere.
- **Marketing of contract:** If awarded the contract, we will create a tab on our website for "Purchasing Contracts". NCPA company information will also be added to our brochure. NCPA link will also be provided if allowed. (Marketing material is attached).
- **Introducing NCPA to our company:** We will have a meeting in our corporate office with all our sales reps. The reps will be provided with marketing tools and instructions describing the process of using NCPA and material on how they can utilize NCPA. Zoom or in person meetings and training will be conducted for all nationwide sales representatives.
- **Online catalog/ordering website:** We have an online digital catalog to view all our products including details & specs. Most customers will want personalized education on all products with either our in house staff or outside representatives.
- **Customer Service Department:** Our hours of operation are M-F 9am-5pm. Our headquarters is located in Lakewood, NJ but we have sales representatives throughout the United States.
- **Green Initiatives:** Rubberecycle established the first rubber tire recycling facility in the USA, turning spent tires into clean, safe rubber mulch with solar energy. Our efforts also divert hundreds of millions of pounds of rubber from being incinerated both nationally and exported for incineration as well being placed in landfills across the country, keeping the air clean and safe. We are 100% post-consumer recycled tires that are used to create all our products. LEED credits can be offered for such products.
- **Vendor Certifications:** see attached

RUBBERRECYCLE
CORPORATION



product guide
outdoor playground surfacing



#1 impact
protection in
unitary surfacing
worldwide

100
million
lbs. of rubber
we recycle each year

100k
sq. ft. manufacturing
facility located in NJ

\$3.5
million
of energy powered by 200k
sq. ft. of solar panels

50
states using our products

We are RUBBERECYCLE™

changing the face of safe
play and sports surfacing
since 1996

Safe play and sports solutions are everything to us. Our entire focus is on bringing the best safety solutions to outdoor surfacing, playgrounds and sports arenas.

we've got you covered

We are pioneers in safe surfacing, offering a broad range of rubber products from virgin and recycled sources. Our product line includes poured-in-place, loose fill, turf, ADA surfacing and interlocking tile systems that are highly durable and boast a variety of customization options to meet your needs.

best HIC scores in the industry

Our R&D and engineering innovation elevate your play area safety levels with patented surfacing solutions like the ultra-safe RubberBond™ surfacing system, which boasts among the industry's safest and lowest HIC scores worldwide. In addition, all products test under 400 HIC at 8', raising the bar across the industry.

making an environmental impact

Rubberecycle™ established the first rubber tire recycling facility in the USA, turning spent tires into clean, safe rubber mulch with solar energy. Our efforts also divert hundreds of millions of pounds of rubber from being exported for incineration, keeping the air clean and safe.

peace-of-mind means safe surfaces for real-time play.

Kids and young adults aren't in a lab—real-time play is unpredictable. Take the guesswork out of your play area surfacing with Rubberecycle™ products that take your play area to a safety level that's so safe, you'd trust it for your own family.



HIC score for ASTM F1292-13 independent lab-tested Rubberecycle™ surfacing products at 8' drop test, ambient temperature 70F±/-

*All products excluding gym tile

Playsafer™

RUBBER MULCH

The safer, softer and longer-lasting alternative to wood fiber or mulch with an average of 60% savings.*

*when compared to engineered wood fiber over 10 years

FALL PROTECTION

UNDER
400
HIC
at 8 feet*

key features:

Requires up to 50% less material*

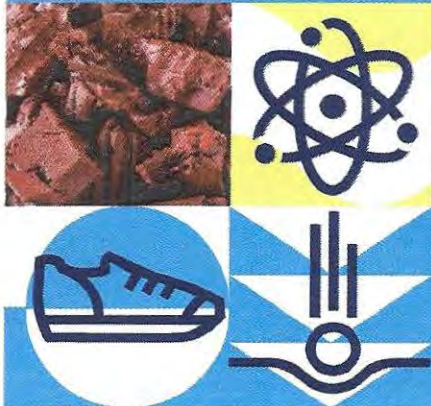
Made in the USA

GSA, ASTM & IPEMA certified

Won't stain skin or clothing

Bright colors

*when compared to wood mulch



Our proprietary **Powerlock-ColorGuard™** formula keeps our rubber mulch looking new year after year.

available in these standard colors:

the safest and most cost-effective play surfacing

Playsafer™ rubber mulch is highly durable and does not decompose, compact, or require annual top-up over its lifetime. Our processing methods have been perfected over the last 20+ years, yielding the cleanest, safest rubber mulch available today. It's no wonder Rubberecycle™ rubber mulch is the top choice of schools, public playgrounds and homeowners.



non-toxic

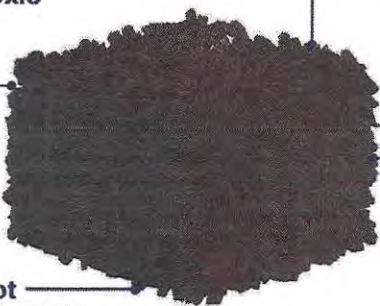
exceptional longevity

stands up to extreme weather conditions & will not float or blow away

creates safer playgrounds

increased safety rating with every additional inch of rubber mulch

does not attract insects



	Rubber Mulch	Engineered Wood Fiber
COST-EFFECTIVE	•	○
EASY TO INSTALL	•	•
SAFETY-RATED UP TO 12 FT	•	○
DOESN'T REQUIRE ANNUAL TOP-UP	•	○
DOESN'T PROMOTE GROWTH OF MOLD	•	○
DOESN'T ATTRACT ANIMALS & INSECTS	•	○
DOESN'T ABSORB WATER	•	○
DOESN'T DECOMPOSE	•	○
DOESN'T COMPACT	•	○
DOESN'T FREEZE & HARDEN	•	○

*at a 6" depth

RUBBERECYCLE

Playsafer™

CLASSIC TILE

A cost effective unitary surfacing solution that is vibrant, durable, with excellent fall protection, and requires no daily maintenance.

key features:

- Each tile is 20" x 20"
- 3 yrs warranty
- Highly shock absorbent
- Maintenance free



available in these standard colors:



terra cotta



green

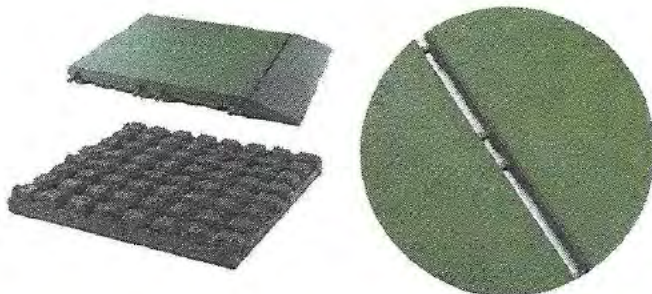


blue

Playsafer Classic Tile

Playsafer Tile is a bi-layer tile system. Made from a shock absorbing resilient rubber formula, Playsafer Tile has been designed as a cost-effective solution for all playground applications. Our interconnecting dowel system makes installation quick and simple over hard surfaces or a prepared stone base.

Playsafer Tile looks great, provide excellent fall protection, are extremely durable and require no daily maintenance. Rubber Playground Tile ensure a safe and fun time at the playground.



Playsafer Elevate Tile	1"	2"	2.75"
TILE WEIGHT	11 lbs	16 lbs	19.25 lbs
EDGE WEIGHT	1.5 lbs	4.75 lbs	15 lbs
FALL HEIGHT OVER CONCRETE	2.5"	4"	6"
FALL HEIGHT OVER STONE	4"	5"	8"

RUBBERCYCLE™

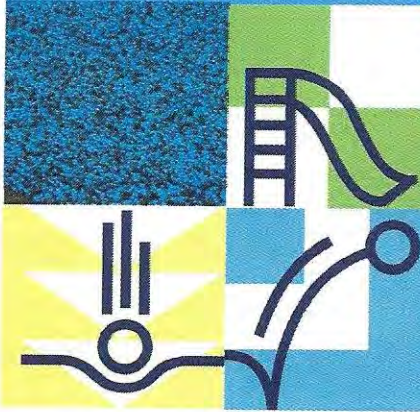
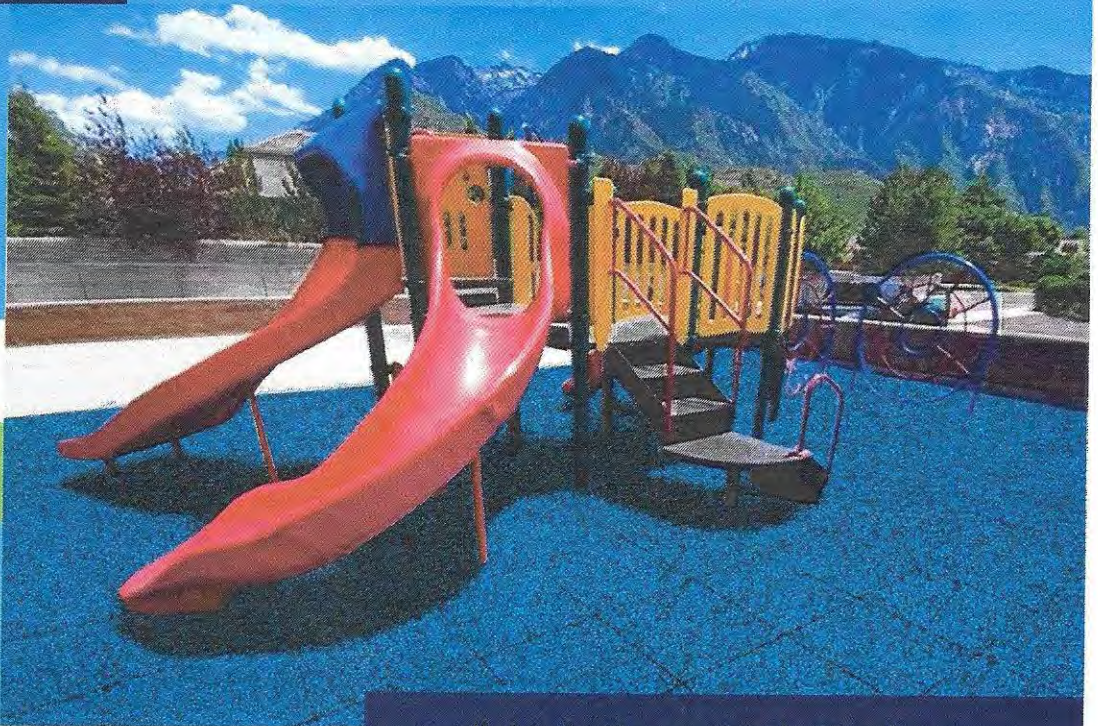
Playsafer™

EPDM ELEVATE TILE

A revolutionary unitary surfacing features a vibrant, brightly colored EPDM particulate blend that stays colorfast for years.

key features:

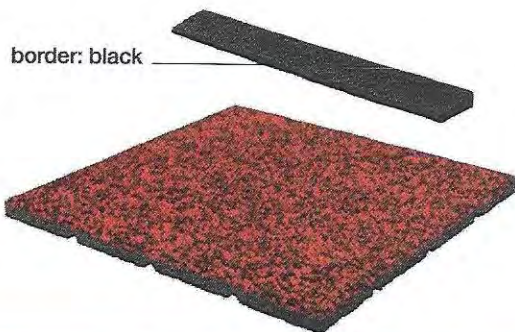
- Ultra vibrant colors
- 5 yrs warranty
- Highly shock absorbent
- Maintenance free



available in these standard colors:

Playsafer Elevate Tile

Facilitate a safer play environment for children with the installation of the superior safety-rated Playsafer Rubber Playground Tile. The perfect alternative to cement or asphalt grounding, these supportive yet durable playground tiles are engineered from sustainable and resilient recycled rubber for exceptional shock-absorption and comfort, keeping kids safer and minimizing the impact of common playground bumps, slips, and falls. Parent-approved design features a supportive underfoot and impressive traction, offering a cushioned grounding while still delivering outstanding traction, keeping kids on their feet while they run, jump, and play.



rose red



apple green



light blue



tan

Playsafer Elevate Tile	1"	2"	2.75"
TILE WEIGHT	11 lbs	16 lbs	19.25 lbs
EDGE WEIGHT	1.5 lbs	4.75 lbs	15 lbs
FALL HEIGHT OVER CONCRETE	2.5"	4"	6"
FALL HEIGHT OVER STONE	4"	5"	8"

RUBBERECYCLE™

RubberBond™

ELEVATE

A revolutionary unitary surface with optimal safety ratings, and ultra-vibrant EPDM colors.

FALL PROTECTION

UNDER
400
HIC
at 12 feet

key features:

- 1 1/2" wear course
- 5" overall thickness
- 400 HIC rating*
- 16" fall height rating*
- 15lbs weight per square foot

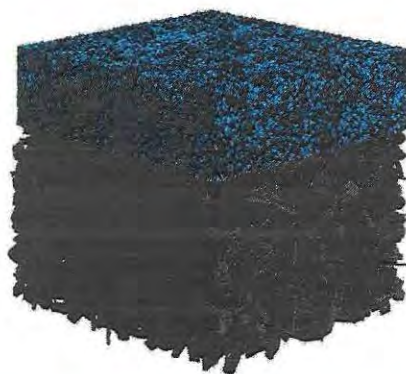
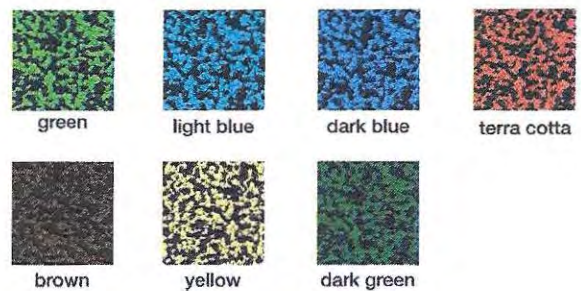
*Averages noted, independently lab tested and certified. Lower HIC rating = superior safety.



available in these standard colors:

elevating safe play surfaces to the highest level

This revolutionary hybrid bi-layer system combines the superior safety ratings of a loose-fill system, with the accessibility, durability and design options of a unitary system. RubberBond Elevate features a vibrant, brightly colored EPDM particulate blend that stays colorfast for years. Easily installs over a variety of substrates, saving on costly concrete or asphalt sub-bases.



unitary bonded 1.5" EPDM top layer

vivid and durable EPDM material is poured in place

3.5" rubber mulch under-layer

maximum shock-absorption, performs over uneven terrain

	RubberBond CLASSIC	RubberBond ELEVATE	Traditional Poured-in-Place
WEAR COURSE	1 1/2"	1 1/2"	3/8 - 1/2"
OVERALL THICKNESS	5"	5"	2 - 3 1/2"
AVERAGE HIC RATING	300	400	800+
FALL HEIGHT RATING	16"	16"	6 - 8"
WEIGHT PER SQ. FT.	15 lbs	15 lbs	5 - 7 lbs

RUBBERRECYCLE™

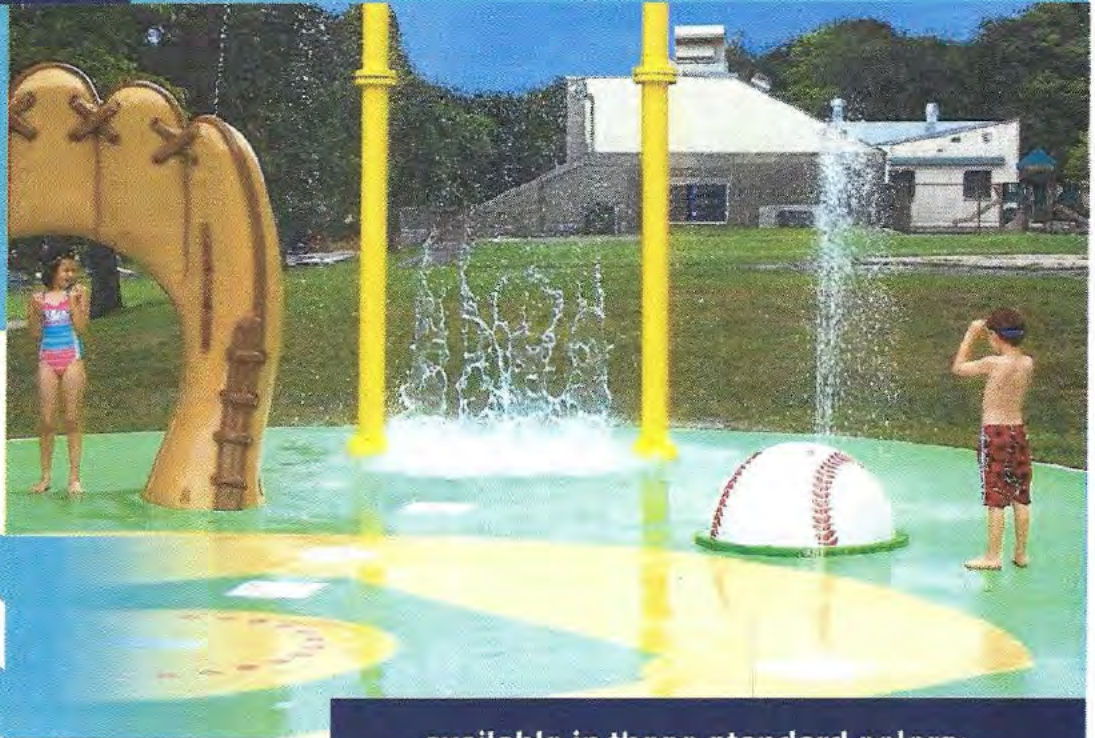
AquaBond™

SURFACING SYSTEM

A fully customizable water-resistant surfacing solution for spray parks and water zones.

key features:

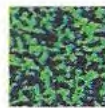
- 3/8" thickness
- extremely durable
- uv, salt & chlorine resistant
- slip-resistant wet or dry
- customizable design



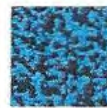
available in these standard colors:

dynamic & vibrant wet play surfacing that performs

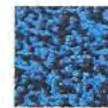
Aquabond™ is a resilient, slip-resistant, rubberized surface designed for barefoot traffic in aquatic play areas. Aquabond™ brings life to spray grounds with colorful patterns, designs and inlays. Made with UV resistant rubber and proprietary aliphatic binding resins, Aquabond™ is formulated to meet the unique demands of water play areas.



light green



light blue



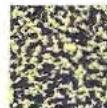
dark blue



terra cotta



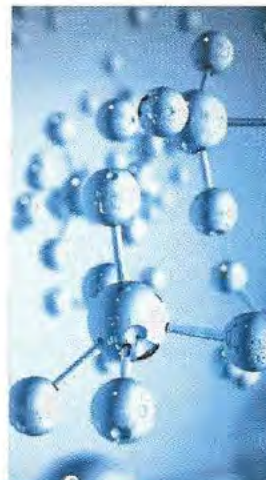
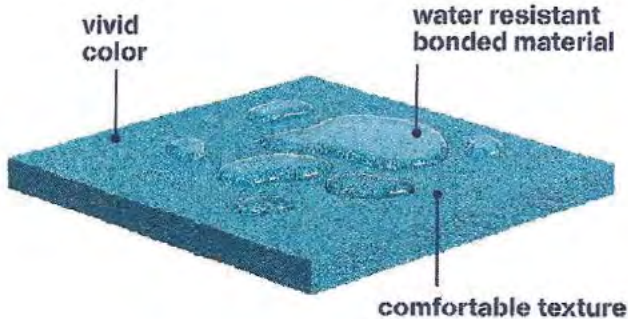
brown



yellow



dark green



how aquabond outperforms

Aquabond™ utilizes an exclusively-sourced binder material, along with a superior method of installation that makes our water-resistant surfacing unique. This yields a resilient surface that is more durable, and less likely to flake than competitors and will outperform for years to come.

RUBBERECYCLE™

Genesis™ TURF SYSTEM

A lush, natural-looking turf that works over a patent-pending interlocking, tile system.

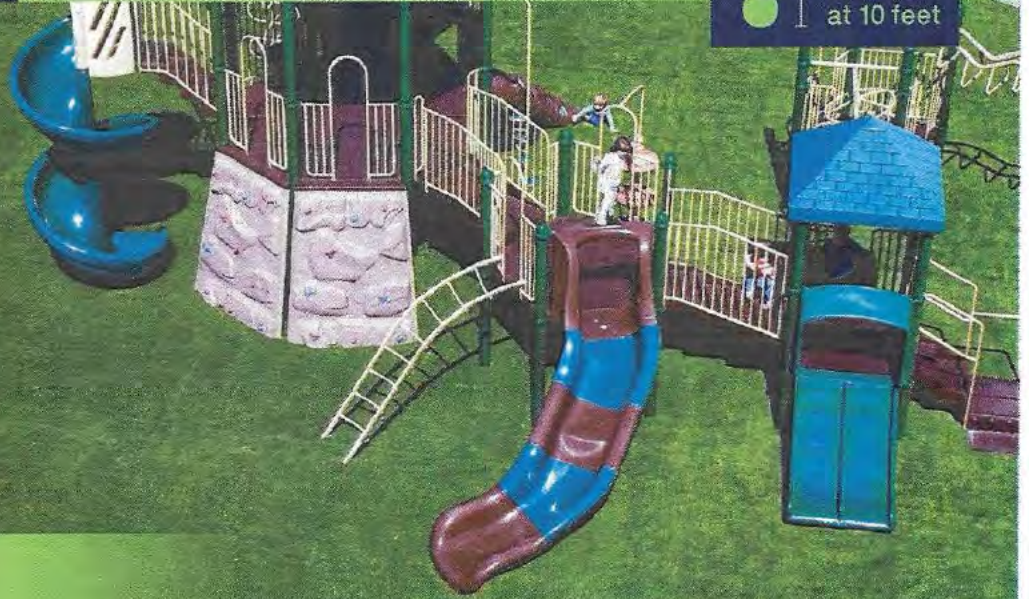
FALL PROTECTION

UNDER
300
HIC
at 10 feet

key features:

- natural looking
- extremely durable
- 300 HIC rating*
- 12' fall height rating*

*Based on ASTM F1951, 100% recycled (by weight) and certified, 100% recycled (by weight) rubber and recycled, 100% recycled (by weight) sand.



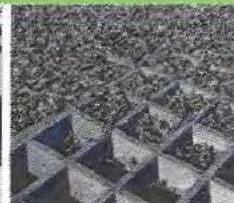
what's underneath: putting the spring in playground turf

The patent-pending Genesis Base Mat™ system is designed from the ground up. High-quality synthetic turf is laid atop an array of tiles made from ultra-durable vulcanized rubber, engineered with a hollow-cone design that is back-filled with rubber mulch. The result is a beautiful turf surface, with all the protection and without the mess of traditional turf bugs. Genesis Base Mat™ provides consistent safety performance year after year, wet or dry under all weather conditions.

a beautiful finished product with superb safety standards



snap the Genesis Base Mat™ tiles together



in-fill with rubber mulch



top with synthetic turf



shock-absorbing
v-formation base

backfilled with
rubber mulch

springy texture,
soft cushioning



superior quality
turf grass texture

RUBBERRECYCLE™

Access-a-Mat™

TILE SYSTEM

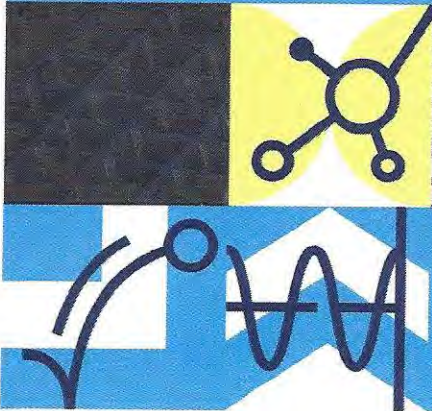
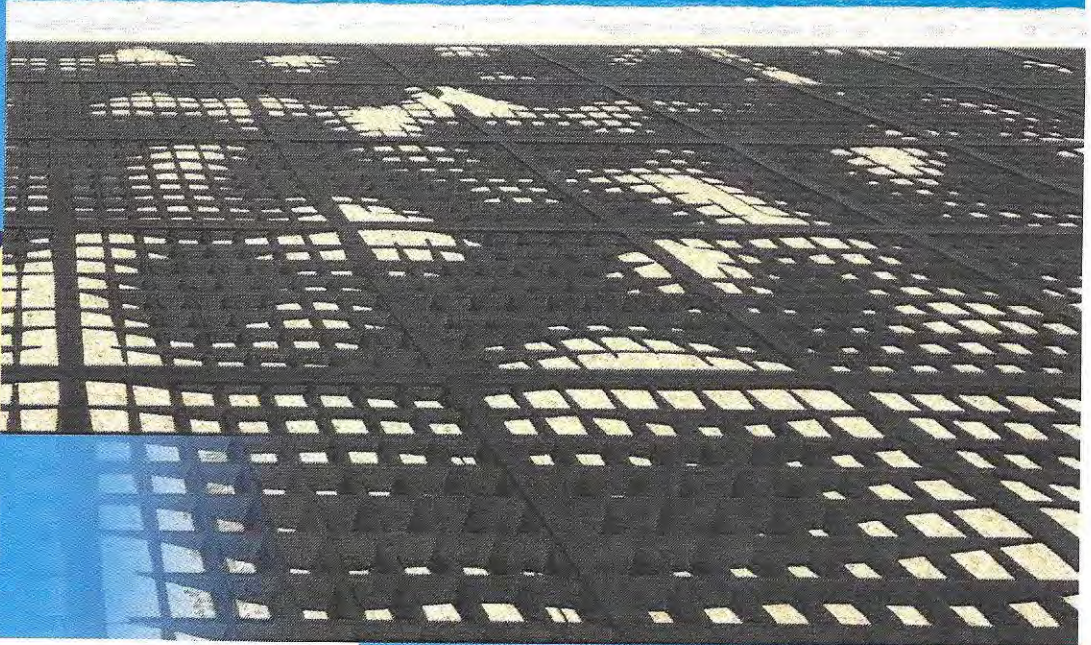
Enhance the accessibility of loose-fill surfaces, while reducing maintenance requirements.

FALL PROTECTION

UNDER
600
HIC
at 15 feet

key features:

- simple to install
- exceeds ASTM F1951
- heavy-duty construction
- 15" fall height rating
- reduced maintenance



fast, simple wheelchair and stroller accessibility

Access-a-Mat™ is a patented, low-cost, interlocking-open-grid tile system that can be embedded easily into loose-fill surfaces like sand or mulch. Bring instant accessibility to your project with ADA compliance and easier access for wheelchairs and baby strollers. Simple installation: install Access-a-Mat tiles, then backfill with loose fill.

v-formation base enables backfilling
reducing maintenance costs



shock absorbing

easy-link edging locks in place
won't shift on sandy surfaces

great for access routes on trails & public beaches



excavate 3" of sand

install access-a-mat tiles

backfill with sand

perfect for new projects or retrofitting existing sites



3" of mulch placed

install access-a-mat tiles

2" of mulch placed over

RUBBERCYCLE™



accessories

residential wear mat



- Beveled
- Available Colors: Green, Brown

40" L x 24" W x 1" H | 28 lbs. | 80 mats per pallet



commercial wear mat



- Beveled
- Black

Slide Mat: 36" L x 36" W x 1.5" H | 55 lbs. | 56 mats per pallet

Swing Mat: 60" L x 40" W x 1.5" H | 100 lbs. | 26 mats per pallet



landscape fabric



- Weed barrier
- Commercial grade 3.5 oz
- Includes staples

4' x 100' | 12 lbs. per roll

6' x 100' | 18 lbs. per roll



accessories

rubber curbs



- Flexible
- Interlocking
- Non-warping
- Extremely durable
- Easy to Install
- Maintenance-free

4" H x 3" W x 72" L | 23 lbs. | 100 units per pallet

4" H x 4" W x 72" L | 30 lbs. | 99 units per pallet

6" H x 4" W x 72" L | 45 lbs. | 63 units per pallet

8" H x 4" W x 72" L | 70 lbs. | 45 units per pallet



plastic curbs



- Light-weight
- Smooth textured
- Easy to install
- Cost effective

6" H x 4" W x 52" L | 4 lbs. | 48 units per pallet

12" H x 4" W x 46" L | 7 lbs. | 24 units per pallet





Rubberecycle has been awarded a contract with NCPA – the National Cooperative Purchasing Alliance.

RUBBERECYCLE[™]

CORPORATION

rubberecycle.com

Corporate Office
1985 Rutgers University Blvd
Lakewood, NJ 08701

p: 888-436-6846
p: 732-363-0600

f: 732-370-4247
e: info@rubbermulch.com



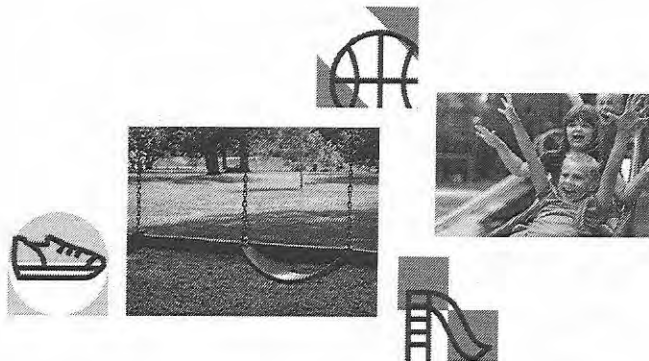
purchasing contracts

purchasing contracts

Rubberecycle has been awarded a contract with NCPA – the National Cooperative Purchasing Alliance.



NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.



products

- playsafer rubber mulch
- rubberbond elevate
- playsafer elevate tile
- playsafer classic tile
- aquabond
- genaflex gym
- genesis turf system
- access-a-mat
- accessories

company

- safety
- about us
- resources
- contact us
- blog

contact

info@rubberecycle.com
732.363.0600
888.426.6846





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RUBBERCYCLE LLC
Trade Name:
Address: 1985 RUTGERS UNIVERSTY BLVD
LAKEWOOD, NJ 08701-4569
Certificate Number: 0695110
Effective Date: July 31, 1997
Date of Issuance: April 24, 2020

For Office Use Only:
20200424142835773

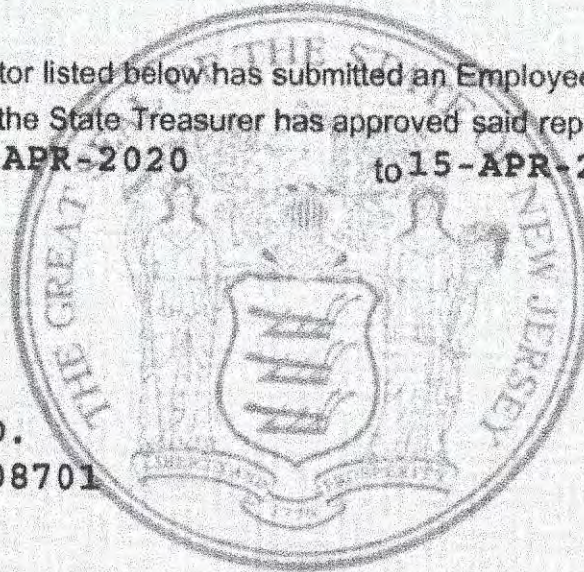
Certification 26324

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2020** to **15-APR-2023**

RUBBERCYCLE, LLC
1985 RUTGERS UNIV. BLVD.
LAKEWOOD NJ 08701



A handwritten signature in cursive script, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

Certificate Number
659696

Registration Date: 05/19/2020
Expiration Date: 05/18/2021



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Rubbercycle LLC
2020

Responsible Representative(s):

Robert Gestetner, President
Morris Hassan, CEO

Responsible Representative(s):

Raphael Morsel, Partner

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



IPEMA INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA ASTM F1292-18 (SECTION 4.2) AND/OR ASTM F3351-19 CERTIFICATE OF COMPLIANCE

ISSUE DATE: March 3, 2021

Requested By: Rubberecycle

Project: NCPA

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion and/or ASTM F3351-19 Standard Test Method for Playground Surface Impact Testing in Laboratory at Specified Test Height.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2 and/or ASTM F3351-19.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) and/or ASTM F3351-19 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
Rubberbond	Loose Fill Base with 1.50" Top Coat	Rubberbond	6" / 14'	Rubberecycle, LLC

Tab 5- Products and Services/ Scope

Rubberecycle (manufacturer) will provide these products and/or services under the terms and agreement:

- **Athletic and Recreational Services**
 - **Indoor Gym Tile**
 - Genaflex
 - **Outdoor Fitness Flooring**
 - Aveer Tile System
 - Genesis Tile System
 - Genesis Turf

- **Safety Surfacing**
 - Black Playsafer Rubber Mulch
 - Colored Playsafer Rubber Mulch
 - Playsafer Rubber Bond
 - Aveer Tile System
 - Genesis Tile System
 - Genesis Turf

- **Splash Pad Surfacing**
 - Playsafer Aqua Bond

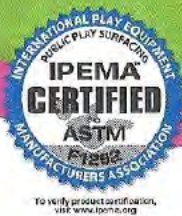
- **Surfacing Materials**
 - AccessAMat
 - Black Wear Mat
 - Green Wear Mat
 - Curb System

- **Services**
 - Installation
 - Design
 - Layout
 - Repair and/or Maintenance
 - Removal/Disposal

A RUBBERCYCLE COMPANY

PLAYSAFER

Rubber Mulch



To verify product certification, visit www.ipema.org



RubbeRecycle
Recycled Rubber Products

Rubbercycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubbercycle LLC (the "seller"), warrants that the Playsafer Rubber Mulch playground surfacing will be free from defects in materials and workmanship. The seller further warrants that the Playsafer Rubber Mulch will comply with the impact attenuation requirements set forth in the most recent version of ASTM F1292 applicable at the time of sale.

Coverage & Length of Warranty:

Playsafer Rubber Mulch is warranted against total color loss for 12 years. Playsafer Rubber Mulch is further warranted to comply with ASTM F1292 impact attenuation performance for 50 years.

Available Remedies:

Rubbercycle will repair, or replace any portion of the surface that meets the warranty criteria.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the surface defects
- Any other information deemed necessary by the manufacturer to determine the nature and scope of the claim

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Failure due to improper sub-surface

Additional Considerations:

- The seller's liability is limited to the material and transportation costs of the repair, or replacement at the seller's option. The seller shall be responsible for the installation and associated costs only if such work was performed by the seller as part of the original contract or scope of work.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or color of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- Failure to maintain appropriate depth as determined according to the highest potential fall height may void manufacturer warranty and cause permanent injury or harm.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.



Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Playsafer Rubber Curb will be free from defects in materials and workmanship.

Length of Warranty:

Playsafer Rubber Curb is covered under a 10 year limited warranty.

Available Remedies:

Rubberecycle will repair or replace any segment of the Playsafer Rubber Curb that meets the warranty criteria.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Color change caused by weathering and/or normal abrasion

Additional Considerations:

- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or color of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.

RubberBond™

SURFACING SYSTEM



RUBBERRECYCLE™
CORPORATION

Rubberrecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberrecycle LLC (the "seller"), warrants that the RubberBond poured-in-place hybrid playground surfacing system will be free from defects in materials and workmanship. The seller further warrants that the RubberBond system will comply with the impact attenuation requirements set forth in the most recent version of ASTM F1292 applicable at the time of sale.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the surface. RubberBond will meet all requirements set forth in the applicable ASTM F1292 safety standard for playground surfacing.

Length of Warranty:

RubberBond is covered under a 7 year limited warranty.

Available Remedies:

Rubberrecycle will repair or replace any segment of the RubberBond system that meets the warranty criteria.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling 1-888-436-6846. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Warranty Exclusions:

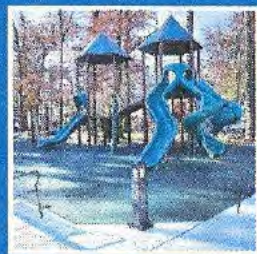
- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Color change caused by weathering and/or normal abrasion
- Failure due to improper sub-surface preparation

Additional Considerations:

- The RubberBond top surface is 1.5 inches thick. Light granulation of the extreme upper layer is normal and expected
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.

AquaBond™

BY RUBBERECYCLE



RubberRecycle
Recycled Rubber Products

Rubberrecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberrecycle LLC (the "seller"), warrants that the AquaBond poured-in-place playground surfacing system will be free from defects in materials and workmanship.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the surface.

Length of Warranty:

AquaBond is covered under a 2 year limited warranty.

Available Remedies:

Rubberrecycle will repair or replace any segment of the AquaBond system that meets the warranty criteria.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Color change caused by weathering and/or normal abrasion
- Failure due to improper sub-surface preparation

Additional Considerations:

- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or color of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.

AVEER

T i l e S y s t e m



RubbeRecycle
Recycled Rubber Products

Rubbercycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermelch.com

Rubbercycle LLC (the "seller"), warrants that the Aveer interlocking playground surfacing system will be free from defects on materials and workmanship. The seller further warrants that the Aveer tile system will comply with the impact attenuation requirements set forth in the most recent version of ASTM F1292 applicable at the time of sale.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the tile. When installed according to the manufacturers specifications, the system will remain fixed-in-place and functional. The Aveer tile system will meet all requirements set forth in the applicable ASTM F1292 standard based on the fall height protection the system was rated for at the time of purchase.

Length of Warranty:

The Aveer tile system is covered under a 15 year limited warranty and pro-rated based on the schedule outlined herein.

Available Remedies:

Rubbercycle will repair or replace any segment of the Aveer tile system that meets the warrant criteria based on the warranty coverage schedule.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Schedule of Coverage:

The seller shall be responsible for 100% of the cost, or repair, or replacement of any portion of the system found to be defective or non-compliant with the warranty coverage within the initial 6 years following the original shipment of the product. Subsequent to the initial 6 years following the original shipment, the seller shall be responsible for a portion of the cost of repair, or replacement, as outlined in the schedule herein. Buyer shall bear remaining portion of such costs.

Years from date of original shipment to date of claim by seller	Percentage of purchase price of product covered
0-6	100%
6-7	60%
7-8	40%
8-9	30%
9-10	20%
10-12	10%
12-15	5%

Warranty Exclusions:

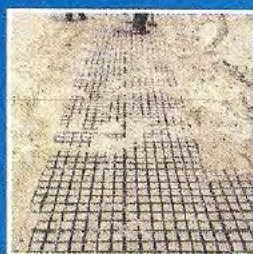
- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Color change caused by weathering and/or normal abrasion
- Failure due to improper sub-surface preparation

Additional Considerations:

- The seller's liability is limited to the material and transportation costs of the repair, or replacement of the product at the seller's option. The seller shall be responsible for installation and associated costs only if such work was performed by the seller as part of the original contract or scope of work.
- Warranty does not apply when Aveer is installed exclusively in high-traffic areas, or installed in combination with surfacing products not sold by the manufacturer.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.

AccessA Mat

SAFER ACCESS FOR ALL



RubbeRecycle
Recycled Rubber Products

Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Accessamat playground, and accessible surfacing system will be free from defects in materials and workmanship. The seller further warrants that Accessamat, when used in conjunction with Playsafer Rubber Mulch, will comply with the impact attenuation requirements set forth in the most recent version of ASTM F1292 applicable at the time of sale.

Coverage & Length of Warranty:

Accessamat is warranted against defects in materials and workmanship for 10 years. When used in conjunction with Playsafer rubber mulch, Accessamat is further warranted to comply with ASTM F1292 impact attenuation for 10 years.

Available Remedies:

Rubberecycle will repair, or replace any portion of the surface that meets the warranty criteria.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling 1-888-436-6846. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the surface defects
- Any other information deemed necessary by the manufacturer to determine the nature and scope of the claim

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Failure due to improper sub-surface

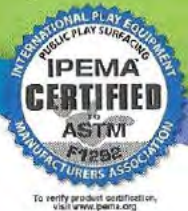
Additional Considerations:

- The sellers liability is limited to the material and transportation costs of the repair, or replacement at the sellers option. The seller shall be responsible for the installation and associated costs only if such work was performed by the seller as part of the original contract or scope of work.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or color of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- Failure to maintain appropriate depth as determined according to the highest potential fall height may void manufacture warranty and cause permanent injury or harm.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.



GENESIS

POURED SYSTEM



RubbeRecycle
Recycled Rubber Products

Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Genesis poured-in-place hybrid playground surfacing system will be free from defects in materials and workmanship. The seller further warrants that the Genesis system will comply with the impact attenuation requirements set forth in the most recent version of ASTM F1292 applicable at the time of sale.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the surface. Genesis will meet all requirements set forth in the applicable ASTM F1292 safety standard for playground surfacing.

Length of Warranty:

Genesis is covered under a 5 year limited warranty.

Available Remedies:

Rubberecycle will repair or replace any segment of the Genesis system that meets the warranty criteria.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Color change caused by weathering and/or normal abrasion
- Failure due to improper sub-surface preparation

Additional Considerations:

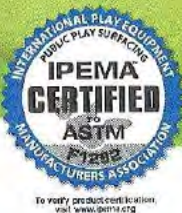
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.



GENESIS TURF



GENESIS TURF
8
YEAR
LIMITED WARRANTY



RubbeRecycle
Recycled Rubber Products

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Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

8-Year Limited Warranty:

Rubberecycle warrants that the Genesis Turf playground surfacing system is free from defects in materials and workmanship for a period of 8 years.

Coverage and Length of Warranty:

Rubberecycle warrants that for 8 years from the date of installation, the Genesis Turf, when installed and maintained per manufacturers recommendations will retain at least 50% of it's pile fiber.

Rubberecycle further warrants that the Genesis Turf will comply with the impact attenuation requirements set forth in the most recent version of ASTM F1292 applicable at the time of sale.

Available Remedies:

If any portion of the Genesis Turf that meets the warranty criteria will be repaired or replaced, at the Seller's option.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

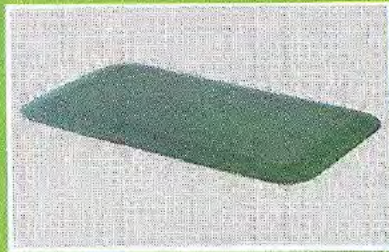
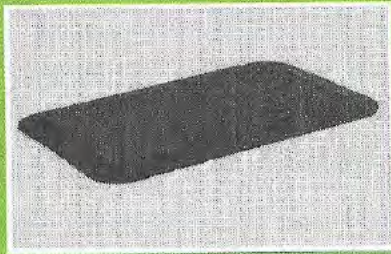
- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Failure do to improper design or installation of sub-surface
- Wear or abrasion under swing sets, slides and other high friction play equipment
- Packing and matting are inherent characteristics of turf products. All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Additional Considerations:

- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.



Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

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Rubberecycle LLC (the "seller"), warrants that the Playsafer Wearthat will be free from defects in materials and workmanship.

Length of Warranty:

Playsafer Wearthat is covered under a 5 year limited warranty.

Available Remedies:

Rubberecycle will repair or replace any segment of the Playsafer Wearthat that meets the warranty criteria.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims may be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Color change caused by weathering and/or normal abrasion

Additional Considerations:

- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or color of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may substitute another product determined by seller to be of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state and province-to-province.

Genaflex

ROLL



RUBBERECYCLE
CORPORATION

Rubbercycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubbercycle LLC (the "seller"), warrants that the Genaflex Roll rubber gym flooring will be free from defects on materials and workmanship.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the tile.

Length of Warranty:

The Genaflex Pro rubber gym flooring is covered under a 5 year limited warranty and pro-rated based on the schedule outlined herein.

Available Remedies:

Any portion of the Genaflex Pro rubber gym flooring that meets the warranty criteria will be repaired or replaced at the seller's discretion based on the schedule of coverage.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims can be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Claimant contact information
- Original date of installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of claimed defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Schedule of Coverage:

For the initial 3 years following the original shipment of the product, seller shall be responsible for 100% of the product cost for repair or replacement of any portion of the system found to be defective or non-compliant within the warranty coverage. For the remaining 2 year period, the seller shall be responsible for 50% of the current list price for replacement of defective or non-compliant product.

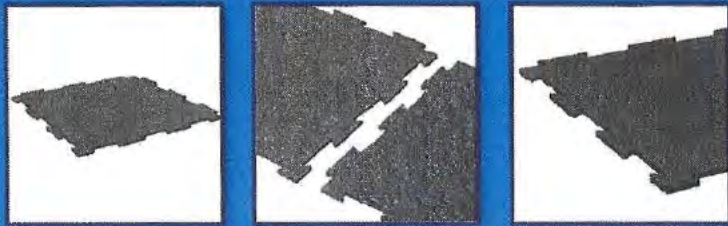
Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and similar scenarios to be determined at the manufacturers discretion.
- Color change caused by weathering and/or normal abrasion. Like any product exposed to ultra violet light, Genaflex Pro rubber gym flooring may fade over time. If color rejuvenation is desired, consult manufacturer for compatible coating options.
- Product failure due to improper sub-surface preparation.

Additional Considerations:

- The seller's liability is limited to the material and transportation cost of the repair, or replacement of the product at the seller's option.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products originally purchased are no longer available at the time a claim is submitted, seller may substitute another product of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state.
- In the event that a claim is made, seller reserves the right to inspect and test the surface to confirm any claimed non-compliance issues. Formal testing results completed by the manufacturer, shall supersede third party testing.
- The seller's liability is limited to the material and transportation costs of repair or replacement. The seller shall be responsible for the cost of installation or other work in connection with the repair or replacement only if such work was performed by the seller as part of the original contract.

Genaflex LITE



RUBBERECYCLE
CORPORATION

Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Genaflex Lite rubber gym flooring will be free from defects on materials and workmanship.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the tile.

Length of Warranty:

The Genaflex Lite rubber gym flooring is covered under a 5 year limited warranty and pro-rated based on the schedule outlined herein.

Available Remedies:

Any portion of the Genaflex Lite rubber gym flooring that meets the warranty criteria will be repaired or replaced at the seller's discretion based on the schedule of coverage.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims can be made via telephone by calling 1-888-436-6846. All claims must be accompanied with the following:

- Project name and location
- Claimant contact information
- Original date of installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of claimed defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Schedule of Coverage:

For the initial 3 years following the original shipment of the product, seller shall be responsible for 100% of the product cost for repair or replacement of any portion of the system found to be defective or non-compliant within the warranty coverage. For the remaining 2 year period, the seller shall be responsible for 50% of the current list price for replacement of defective or non-compliant product.

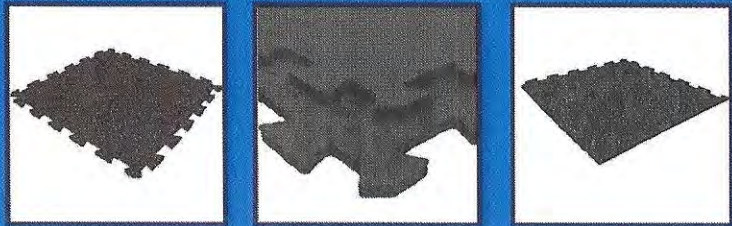
Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and similar scenarios to be determined at the manufacturers discretion.
- Color change caused by weathering and/or normal abrasion. Like any product exposed to ultra violet light, Genaflex Lite rubber gym flooring may fade over time. If color rejuvenation is desired, consult manufacturer for compatible coating options.
- Product failure due to improper sub-surface preparation.

Additional Considerations:

- The seller's liability is limited to the material and transportation cost of the repair, or replacement of the product at the seller's option.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products originally purchased are no longer available at the time a claim is submitted, seller may substitute another product of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state.
- In the event that a claim is made, seller reserves the right to inspect and test the surface to confirm any claimed non-compliance issues. Formal testing results completed by the manufacturer, shall supersede third party testing.
- The seller's liability is limited to the material and transportation costs of repair or replacement. The seller shall be responsible for the cost of installation or other work in connection with the repair or replacement only if such work was performed by the seller as part of the original contract.

Genaflex LOCK



RUBBERECYCLE
CORPORATION

Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Genaflex Lock rubber gym flooring will be free from defects on materials and workmanship.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the tile.

Length of Warranty:

The Genaflex Lock rubber gym flooring is covered under a 5 year limited warranty and pro-rated based on the schedule outlined herein.

Available Remedies:

Any portion of the Genaflex Lock rubber gym flooring that meets the warranty criteria will be repaired or replaced at the seller's discretion based on the schedule of coverage.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims can be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Claimant contact information
- Original date of installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of claimed defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Schedule of Coverage:

For the initial 3 years following the original shipment of the product, seller shall be responsible for 100% of the product cost for repair or replacement of any portion of the system found to be defective or non-compliant within the warranty coverage. For the remaining 2 year period, the seller shall be responsible for 50% of the current list price for replacement of defective or non-compliant product.

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and similar scenarios to be determined at the manufacturers discretion.
- Color change caused by weathering and/or normal abrasion. Like any product exposed to ultra violet light, Genaflex Lock rubber gym flooring may fade over time. If color rejuvenation is desired, consult manufacturer for compatible coating options.
- Product failure due to improper sub-surface preparation.

Additional Considerations:

- The seller's liability is limited to the material and transportation cost of the repair, or replacement of the product at the seller's option.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products originally purchased are no longer available at the time a claim is submitted, seller may substitute another product of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state.
- In the event that a claim is made, seller reserves the right to inspect and test the surface to confirm any claimed non-compliance issues. Formal testing results completed by the manufacturer, shall supersede third party testing.
- The seller's liability is limited to the material and transportation costs of repair or replacement. The seller shall be responsible for the cost of installation or other work in connection with the repair or replacement only if such work was performed by the seller as part of the original contract.

Genaflex

1" Non Laminated



RUBBERECYCLE
CORPORATION

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Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Genaflex 1" Non Laminated rubber gym flooring will be free from defects on materials and workmanship.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the tile.

Length of Warranty:

The Genaflex 1" Non Laminated rubber gym flooring is covered under a 5 year limited warranty and pro-rated based on the schedule outlined herein.

Available Remedies:

Any portion of the Genaflex 1" Non Laminated rubber gym flooring that meets the warranty criteria will be repaired or replaced at the seller's discretion based on the schedule of coverage.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims can be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Claimant contact information
- Original date of installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of claimed defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Schedule of Coverage:

For the initial 3 years following the original shipment of the product, seller shall be responsible for 100% of the product cost for repair or replacement of any portion of the system found to be defective or non-compliant within the warranty coverage. For the remaining 2 year period, the seller shall be responsible for 50% of the current list price for replacement of defective or non-compliant product.

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and similar scenarios to be determined at the manufacturers discretion.
- Color change caused by weathering and/or normal abrasion. Like any product exposed to ultra violet light, Genaflex 1" Non Laminated rubber gym flooring may fade over time. If color rejuvenation is desired, consult manufacturer for compatible coating options.
- Product failure due to improper sub-surface preparation.

Additional Considerations:

- The seller's liability is limited to the material and transportation cost of the repair, or replacement of the product at the seller's option.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products originally purchased are no longer available at the time a claim is submitted, seller may substitute another product of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state.
- In the event that a claim is made, seller reserves the right to inspect and test the surface to confirm any claimed non-compliance issues. Formal testing results completed by the manufacturer, shall supersede third party testing.
- The seller's liability is limited to the material and transportation costs of repair or replacement. The seller shall be responsible for the cost of installation or other work in connection with the repair or replacement only if such work was performed by the seller as part of the original contract.

Genaflex PRO



RUBBERECYCLE
CORPORATION

Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Genaflex Pro rubber gym flooring will be free from defects on materials and workmanship.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the tile.

Length of Warranty:

The Genaflex Pro rubber gym flooring is covered under a 5 year limited warranty and pro-rated based on the schedule outlined herein.

Available Remedies:

Any portion of the Genaflex Pro rubber gym flooring that meets the warranty criteria will be repaired or replaced at the seller's discretion based on the schedule of coverage.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims can be made via telephone by calling **1-888-436-6846**. All claims must be accompanied with the following:

- Project name and location
- Claimant contact information
- Original date of installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of claimed defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Schedule of Coverage:

For the initial 3 years following the original shipment of the product, seller shall be responsible for 100% of the product cost for repair or replacement of any portion of the system found to be defective or non-compliant within the warranty coverage. For the remaining 2 year period, the seller shall be responsible for 50% of the current list price for replacement of defective or non-compliant product.

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and similar scenarios to be determined at the manufacturers discretion.
- Color change caused by weathering and/or normal abrasion. Like any product exposed to ultra violet light, Genaflex Pro rubber gym flooring may fade over time. If color rejuvenation is desired, consult manufacturer for compatible coating options.
- Product failure due to improper sub-surface preparation.

Additional Considerations:

- The seller's liability is limited to the material and transportation cost of the repair, or replacement of the product at the seller's option.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products originally purchased are no longer available at the time a claim is submitted, seller may substitute another product of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state.
- In the event that a claim is made, seller reserves the right to inspect and test the surface to confirm any claimed non-compliance issues. Formal testing results completed by the manufacturer, shall supersede third party testing.
- The seller's liability is limited to the material and transportation costs of repair or replacement. The seller shall be responsible for the cost of installation or other work in connection with the repair or replacement only if such work was performed by the seller as part of the original contract.

Genaflex MAX



RUBBERECYCLE
CORPORATION

Rubberecycle, LLC 1985 Rutgers University Blvd., Lakewood, NJ 08701

Phn: 888-436-6846 • Phn: 732-363-0600 • Fax: 732-370-4247 • Email: info@rubbermulch.com

Rubberecycle LLC (the "seller"), warrants that the Genaflex Max rubber gym flooring will be free from defects on materials and workmanship.

Coverage:

Surface wear attributed to regular use from foot traffic will not penetrate the wear layer of the tile.

Length of Warranty:

The Genaflex Max rubber gym flooring is covered under a 5 year limited warranty and pro-rated based on the schedule outlined herein.

Available Remedies:

Any portion of the Genaflex Max rubber gym flooring that meets the warranty criteria will be repaired or replaced at the seller's discretion based on the schedule of coverage.

Submitting a Claim:

All warranty claims should be submitted directly to the manufacturer. Claims can be made via telephone by calling 1-888-436-6846. All claims must be accompanied with the following:

- Project name and location
- Claimant contact information
- Original date of installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of claimed defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim

Schedule of Coverage:

For the initial 3 years following the original shipment of the product, seller shall be responsible for 100% of the product cost for repair or replacement of any portion of the system found to be defective or non-compliant within the warranty coverage. For the remaining 2 year period, the seller shall be responsible for 50% of the current list price for replacement of defective or non-compliant product.

Warranty Exclusions:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and similar scenarios to be determined at the manufacturers discretion.
- Color change caused by weathering and/or normal abrasion. Like any product exposed to ultra violet light, Genaflex Max rubber gym flooring may fade over time. If color rejuvenation is desired, consult manufacturer for compatible coating options.
- Product failure due to improper sub-surface preparation.

Additional Considerations:

- The seller's liability is limited to the material and transportation cost of the repair, or replacement of the product at the seller's option.
- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue or change any design or colour of any product without notice or liability. If products originally purchased are no longer available at the time a claim is submitted, seller may substitute another product of comparable quality and price.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state-to-state.
- In the event that a claim is made, seller reserves the right to inspect and test the surface to confirm any claimed non-compliance issues. Formal testing results completed by the manufacturer, shall supersede third party testing.
- The seller's liability is limited to the material and transportation costs of repair or replacement. The seller shall be responsible for the cost of installation or other work in connection with the repair or replacement only if such work was performed by the seller as part of the original contract.

Tab 8- Valued Added Products and Services

- We have the ability to recycle and manufacture raw materials/tires from many states across the country. We offer these goods to other surfacing companies throughout the country.
- We offer marine dock bumpers that can be used in municipal marinas/boat launches in ocean, back bay areas, rivers and lakes.


Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Rubbercycle LLC</u>
Print Name	<u>Keith Sacks</u>
Address	<u>1985 Rutgers University Blvd.</u>
City, State, Zip	<u>Lakewood, NJ 08701</u>
Authorized signature	<u></u>
Date	<u>03/22/2021</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

03/22/2021

Antitrust Certification Statements (Tex. Government Code § 2155.005)


I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Rubbercycle LLC
Address	1985 Rutgers University Blvd.
City/State/Zip	Lakewood, NJ 08701
Telephone No.	732-363-0600
Fax No.	732-370-4247
Email address	keith@rubbermulch.com
Printed name	Keith Sacks
Position with company	Vice President
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>