

Request for Proposal (RFP) for Playground Surfacing and Other Surfacing Solutions

Solicitation Number: #10-21

Publication Date: Tuesday, February 9th, 2021

Notice to Respondent:

Submittal Deadline: Thursday, March 25th, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, March 18th, 2021. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Playground Surfacing and Other Surfacing Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Playground Surfacing and Other Surfacing Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Playground Surfacing and Other Surfacing Solutions
On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP #10-21

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Playground Surfacing and Other Surfacing Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- ◆ Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Required Proposal Format
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- ◆ Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Required Documents



NCPA RFP FOR PLAYGROUND SURFACING AND OTHER SURFACING SOLUTIONS

SOLICITATION NUMBER: #10-21



MARCH 23, 2021
SUBMISSION RESPONSE: SOFTLINE SOLUTIONS
1238 ANDERSON ROAD, CLAWSON MI 48017

SOLICITATION NUMBER: #10-21
RFP FOR PLAYGROUND SURFACING AND OTHER SURFACING SOLUTIONS

TAB 1	Master Agreement / Signature Form
TAB 2	NCPA Administration Agreement
TAB 3	Vendor Questionnaire
TAB 4	Vendor Profile
TAB 5	Products & Services/Scope
TAB 6	References
TAB 7	Pricing
TAB 8	Value Added Products and Services
TAB 9	Required Documents

SOLICITATION NUMBER: #10-21
RFP FOR PLAYGROUND SURFACING AND OTHER SURFACING SOLUTIONS

TAB 1 – MASTER AGREEMENT / SIGNATURE FORM

Please refer to attached completed documentation per NCPA Master Agreement, General Terms and Signature Form.

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 SOFTLINE SOLUTIONS

Address 1238 ANDERSON ROAD

City/State/Zip CLAWSON MI 48017

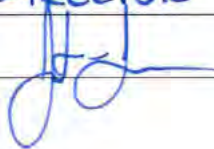
Telephone No. 877 362 3133

Fax No. _____

Email address sales@softlinesolutions.net

Printed name JONATHAN TRUAN

Position with company DIRECTOR

Authorized signature 

SOLICITATION NUMBER: #10-21
RFP FOR PLAYGROUND SURFACING AND OTHER SURFACING SOLUTIONS

TAB 2 – NCPA Administration Agreement

Please refer to attached completed documentation per NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 3, 2021, referenced as Contract Number 10-05, 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%

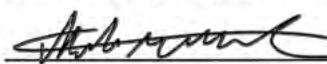
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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.

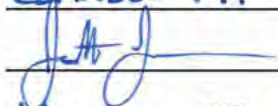
◆ General Provisions

- 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:

SOFTLINE SOLUTIONS
Name: JONATHAN TRUAN
Title: DIRECTOR
Address: 1238 ANDERSON RD.
CLAWSON MI 48017
Signature: 
Date: MARCH 23, 2021

SOLICITATION NUMBER: #10-21
RFP FOR PLAYGROUND SURFACING AND OTHER SURFACING SOLUTIONS

TAB 3 –VENDOR QUESTIONNAIRE

Please refer to attached completed documentation per NCPA Vendor Questionnaire

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

◆ 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:
 - Manufacturer Direct
 - Certified education/government reseller
 - Authorized Distributor
 - Manufacturer marketing through reseller
 - Value-added reseller
 - Other: ACCREDITED MANUFACTURER

◆ Processing Information

- Provide company contact information for the following:
 - Sales Reports / Accounts Payable
 - Contact Person: KIRSTY TRUAN
 - Title: ACCOUNTING
 - Company: SOFTLINE SOLUTIONS
 - Address: 1238 ANDERSON RD
 - City: CLAWSON State: MI Zip: 48017
 - Phone: 248 786 9075 Email: Kiirstym@softlinesolutions.net

▪ Purchase Orders

Contact Person: JENNIFER TAM
Title: SALES SUPPORT
Company: SOFTLINE SOLUTIONS
Address: 1238 ANDERSON RD
City: CLAWSON State: MI Zip: 48017
Phone: _____ Email: jennifert@softlinesolutions.net

▪ Sales and Marketing

Contact Person: JONATHAN TRUAN
Title: SALES
Company: SOFTLINE SOLUTIONS
Address: 1238 ANDERSON RD
City: CLAWSON State: MI Zip: 48017
Phone: 586 722 3647 Email: jonathant@softlinesolutions.net

◆ 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

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 4 – VENDOR PROFILE

Company Information:

Official Registered Name:

InnoVista Group (DBA Softline Solutions)

Brief history of your company, including the year it was established:

Softline Solutions AB Inc. has been installing surfaces throughout North America over 15 years. The director, Howard McIntyre, a globally recognized expert in poured in place playground surfacing, had a vision to be the strategic partner in the recreation industry providing a distinctive and evolving range of surfacing solutions and operational excellence throughout North America. Howard has a Landscape Design and Playground Surfacing career of over 40 years with global experience in best practices in many countries including the; United Kingdom, Europe, New Zealand and North America. The company, based in Edmonton, Alberta grew throughout Canada and now services coast-to-coast. InnoVista, established in 2016 as a distributor to serve the recreation industry in the USA. Howard's daughter happened to marry the owner of InnoVista group and relocated to the USA to continue the vision. Her husband joined Softline Solutions AB Inc., working in extensive training from the Softline Solutions AB Inc. InnoVista Group became the accredited manufacturer for Softline Solutions products and is servicing throughout the USA. With a passion for protecting the environment, Softline Solutions has evolved into leading the surfacing industry with end-life surface recycling into new and innovative surfaces or products. Softline Solutions is reinforced by their core values *Commitment, Quality, Integrity and Honesty* - driving the company to continually innovate and provide world leading quality, compliant and certified products. This includes but is not limited to IPEMA (International Play Manufacturers Association) certified, ASTM F1292, ASTM F1951 and ADA (American Disabilities Act) compliance. Additionally, Softline maintains commitment to the safety and wellbeing of our company's employees and operations - and maintains a Certificate of Recognition in Safety (COR Safety Certified). Softline offers one of the world's largest ranges of Poured In Place surfacing including:

- FirstBase Surface System IPEMA certified Playground Surfacing meeting ASTM F1292, ASTM F3351.
- SealFloor Surface System - Splash Pad Surfacing
- SplashSafe Surface System Sealed surface solution upgrade to SealFloor splash pad surfacing
- PhysiSurface System Fitness Park Surfacing solution
- FlexiStep Surface System Pathway surface solution ideal solution for trails, courtyards
- TerraFlex Permeable Surface System porous surface with aggregate mix ideal for trails, courtyards.

Softline Solutions maintains a Commitment In Excellence through Quality, Sustainability and Service Excellence. Our team works to provide absolute excellence in their service and Softline's products. This attention to detail and care of our clients has earned Softline Solutions a strong reputation.

SOLICITATION NUMBER: #10-21
RFP FOR PLAYGROUND SURFACING AND OTHER SURFACING SOLUTIONS

Company DUNS number:

094514584 INNOVISTA GROUP

248245412 SOFTLINE SOLUTIONS AB INC.

Company's Organizational Chart of those individuals that would be involved in the contract:

EXECUTIVE:

Jonathan Truan - Director
Phone: 586 722 3647
Email: jonathant@softlinesolutions.net

CONSULTANT SUPPORT:

Howard McIntyre
Phone: 877-362-3133

CONTRACT ADMINISTRATION – PURCHASING:

Jennifer Tam – Sales Support
Phone: 877-362-3133
Email: jennifert@softlinesolutions.net

CONTRACT ADMINISTRATION – REPORTING

Kirsty Truan – Finance
Phone: 248 786 9075
Email: kirstym@softlinesolutions.net

MARKETING:

Kirsty Truan – Marketing
Phone: 248 786 9075
Email: kirstym@softlinesolutions.net

Corporate Office Location:

1238 Anderson Road
Clawson MI 48017

Define your standard terms of payment:

30% contract deposit due at time of contract signing, 30% upon delivery, balance due 30 days from works completion.

Who is your competition in the marketplace?

Major competitors are NoFault, GTImpax, Protechs Surfacing and Surface America.

What differentiates your company from competitors?

Softline Solutions is distinguished from its competition in many ways including - leading in green environmental policies and product offerings, and manufacturing excellence - leading to consistent, upheld product quality, ongoing innovation, and continuous improvement. Softline Solutions holds the largest selection of Poured In Place products each maintaining custom manufacturing formulae and processes to ensure highest quality installation and product life longevity. Softline Solutions green environmental policies led them to being the only poured in place rubber surfacing manufacturer to provide on-site recycling of old surfaces into new. Additionally, Softline Solutions' surfaces are among the lowest cost surfaces to maintain - providing their clients with the lowest cost of ownership over the life of the surface.

Describe how your company will market this contract if awarded:

Softline Solutions will market the award to our existing customer database. We will provide a designated website page on our website to ensure visibility of the NCPA agreement on our website along with a link to the NCPA website. Additionally, Softline will include the NCPA logo and notifications on our ads in publications on social media, magazines, and journals. Softline Solutions maintains a full marketing plan and the NCPA contract will be integrated into the marketing plan to ensure coverage to the school districts, schools, universities, colleges, federal or state daycares, healthcare organizations and other government institutions.

Describe how your company will market this contract if awarded:

Softline Solutions consultants are already familiar with cooperative or state agency purchase agreement accounts. Upon contract award, we will notify all our key consultants by email with all the required information to assist them. We will hold a virtual meeting to review all facets of the agreement and ensure the consultants are fully trained on the requisites for the NCPA contract. Softline Solutions maintains quarterly ongoing companywide consultant meetings where we review and revise strategies for existing contracts and service growth.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website:

Softline Solutions maintains an online catalog and website however we do not currently offer on-line ordering. Poured In Place surface projects are very specialized in nature and our clients benefit more with a consultive project specific approach. For example, a 3,000s.f. surfacing project unit price varies greatly from a 10,000s.f. project unit price. For this reason, the Company works with the client on the specific project to provide tailored pricing to meet their budget and needs. Please refer to the pricelist provided for further information.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc):

Office hours are: 8am to 7pm EST Monday through Friday. Our consultants and installers are available for out-of-hours appointments and installations to accommodate end-user schedules (additional fees may apply for out-of-hours installations).

Green Initiatives:

Softline Solutions was founded on a Green Initiative of recycling tires into new products. Softline Solutions principal ideology is to protect society and protect the environment leading to their slogan - 'Protecting the Environment Protecting You!'. For over 16 years, Softline has protected the lives of children throughout North America by providing playground safety surfacing systems meeting ASTM F1292 and continually protected the environment by using recycled tires in its manufacturing process for all surfaces.

Softline Solutions is the industry's first poured in place rubber surface manufacturer to achieve on-site recycling of existing rubber tile or surfaces into new surfaces or products. This achievement was only established by Softline's goal to continue the recycling cycle rather than just extend the life of a tire. This goal was driven by the need to continue the cycle without increasing further emissions by removing old surfaces and transporting large loads to a recycling facility for repurposing. Softline developed a mobile recycling facility where the surface can be recycled and repurposed on site leading the company to be internationally recognized and endorsed by multiple Government Recycling Authorities.

Further to Softline's principal ideology Softline takes responsibility for maintaining and protecting the environment at every operational level of the business. The policy is upheld at each level through safe work practices, pre-job safety meetings - reviewing the impacts of our work and that the works are held environmentally responsible. As issues arise, we follow the procedure as stated in Section 2.3 of our Health and Safety and Environmental Policy. We take every effort to ensure all materials from site are separated and responsibly recycled or disposed of appropriately.

Softline maintains an Environmental Construction Operation (ECO) Plan where employees are trained and refreshed on Softline's program to ensure our environmental obligations are met as we perform services to our clients.

For further information on our Environmental Policy please refer to 2021 Safety Manual Environmental Policy Section 2.3

SOLICITATION NUMBER: #10-21
RFP FOR PLAYGROUND SURFACING AND OTHER SURFACING SOLUTIONS

Vendor Certifications:

The poured in place surfacing industry does not require any special licenses to be maintained by their manufacturers however, Softline Solutions is committed to leading the poured in place surfacing industry. We continually meet and exceed the industry standards of ASTM F1292, ASTM F3351, CSA Z614-20, ADA and is a registered and certified member of IPEMA (International Play Manufacturers Association).

IPEMA is a Third-Party Certification body where surfaces are independently tested in a laboratory to meet ASTM F1292 and ASTM F3351. It is the highest product certification to be held by a playground surfacing manufacturer.

Please refer to enclosed certification.



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

ISSUE DATE: January 14, 2021
Requested By: Brian McFarlane
Project: General

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 a 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 requested by the manufacturer, based upon the experience and knowledge of the products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuation 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
SL_FB06	Soft ne F rstBase	Soft ne F rstBase Surface System	3" / 6'	Soft ne So ut ons AB, Inc.
SL_FB10	Soft ne F rstBase	Soft ne F rstBase Surface System	6" / 10'	Soft ne So ut ons AB, Inc.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Athletic and Recreational Surfaces
 - Synthetic Resilient Surfaces
 - Playground Protective Surfaces
 - Athletic Surfaces
 - Diving Board Flooring
 - Indoor Gym Tiles
 - Outdoor Fitness Flooring
 - Pool Surfacing
 - Playground Equipment
 - Safety Surfacing
 - Splash Pad Surfacing
 - Surfacing Materials
 - Resilient Flooring
 - Resilient Tile Flooring
 - Rubber Tile Flooring
 - Resilient Athletic Flooring
 - Roof Accessories
 - Roof Walkway Boards
 - Roof Walkways
 - Roof Pavers
 - Roof Ballast Pavers
 - Roof Decking Pavers
 - Rubber Roof Pavers
 - Roof Tiles
 - Tiling
 - Paver Tiles
 - Unit Paving
 - Rubber Paving
 - Porous Unit Paving
 - Services
 - Installation
 - Design
 - Layout
 - Repair and/or Maintenance
 - Removal / Disposal

TAB 5 – Products & Services

List all categories along with the manufacturer you are responding with:

- Athletic and Recreational Surfaces
 - Synthetic Resilient Surfaces
 - PhysiSurface System (Manufacturer: Softline Solutions)
 - FlexiStep Surface System (Manufacturer: Softline Solutions)
 - Playground Protective Surfaces
 - FirstBase Surface System (Manufacturer: Softline Solutions)
- Playground Equipment
 - VistaLine Products (Manufacturer: Softline Solutions)
- Splash Pad Surfacing
 - SealFloor Surface System (Manufacturer: Softline Solutions)
 - SplashSafe Surface Upgrade System (Manufacturer: Softline Solutions)
- Other Surfacing
 - TerraFlex Porous Surfacing (Manufacturer: Softline Solutions)
- Services
 - Surface Installation (as covered in unit pricing component of each surface)
 - Design
 - Repair
 - Removal/Disposal
 - Softline On-Site Recycling Program



THE DESIGNER'S BOOK ON
SURFACING



SOFTLINE
S O L U T I O N S

SAFETY SURFACES & CREATIVE PLAY SPACES



SAFETY SURFACES & CREATIVE SPACES

- 02 COMPANY PROFILE
- 03 OUR COMMITMENT
- 07 PRODUCTS
- 16 RESEARCH
- 17 SPECIFICATIONS
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SEALFLOOR



11



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FLEXISTEP

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TERRAFLEX

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VISTALINE

01

COMPANY PROFILE

Softline Solutions has founded passion in creating safe and enjoyable public spaces. **Softline's** commitment to society has led to over 35 years of research and development globally to provide our clients with superior products.

Softline Solutions was founded to research and fulfill the need for safer, cleaner and sustainable recreation surfaces. This research led to the manufacturing of Poured In Place surface systems and other unique products to meet global safety standards without compromising the environmental footprint.



Softline has evolved into being the leading recreational surfacing consultants globally. Through years of research and field experiments, Softline knows the science behind rubber surfacing be it in cold, harsh climates or warm, humid environments.

Softline Solutions has a long history of serving the recreational industry including the following:

- Schools
- Playgrounds
- Parks
- Outdoor Classrooms
- Fitness Parks
- Swimming Pools
- Spray Decks/Splash Pads
- Gymnasiums
- Running Tracks
- Tennis Facilities
- Trails
- Military Training Sites
- Agricultural, Zoological and Equine Matting

Bringing your vision into reality, **Softline** is your complete surfacing provider promoting; quality, sustainability, service excellence and customer service.

OUR COMMITMENT

In a world of changing paradigms, there is one thing that remains unchanged; the need for play and recreation spaces. From playgrounds and parklets to fitness areas and footpaths, **Softline** is committed to helping our clients enjoy it safely.

Softline Solutions is committed to enhancing each of our products with continuous research and reflection on decades of experience. When you partner with **Softline Solutions**, you can be 100% confident that you will experience the following:

- Innovative surface systems that provide hours of exercise, fun and enjoyment without fatigue.
- IPEMA certified safety surfacing systems that are in compliance with Critical Fall Heights (CFH) and the American Disabilities Act (ADA).
- Limitless customizing options to turn your vision into reality.
- Longer life expectancy of your surface.
- Use of environmentally friendly, safe materials.
- Continuing the recycling cycle infinitely.

QUALITY

Our commitment to quality is the focus to deliver high-quality products and service to our customers. **Softline Solutions** maintains a strong Quality Assurance program to ensure our customers' receive the best.



SUSTAINABILITY

Our commitment to sustainability is shown through our consistent use of recycled materials where possible in our products. Many of **Softline's** surfaces are installed using locally sourced recycled tires and can continue the cycle by regenerating surfaces for new uses after its use in surfacing.



IN EXCELLENCE

LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN (LEED) GREEN BUILDING RATING SYSTEM

Softline Solutions offers assistance in ensuring your surface complies with the LEED Green Building rating system.



SERVICE EXCELLENCE

Softline Solutions strives for uncompromised service excellence. Our team of consultants work from first contact through to successful completion. Our ServiceSix process includes:



- Needs analyses
- Material selection
- Surface design review
- Installation scheduling
- Weather monitoring
- Quality installation and surface testing.



COMPLETING THE CYCLE
SUSTAINING AND RECYCLING TIRES

SURFACE FINISHES

MATERIAL

Most Pour In Place surfaces comprise of a single-pour color layer on top of a single-pour rubber base layer. This system is superior to using a multiple pad base and provides a seamless surface. **Softline** Pour In Place rubber base layers are made from recycled car tires.

SBR RECYCLED BLACK GRANULES

SBR Recycled black granules are sourced from select suppliers to meet best quality processing and recycling standards. The black rubber crumb is 100% recycled and used primarily for the impact layer of our **FirstBase**, **PhysiSurface**, **FlexiStep** and **TerraFlex** surface systems. The SBR rubber employs excellent resilience quality and is a LEED recognized product. **Softline** has installed many SBR finished surfaces where our clients were awarded grant benefits for maintaining environmental friendliness.



VIRGIN COLORED GRANULES

Virgin color granules are available in a broad variety of colors and offer virtually endless creative scope for imaginative designs.

Softline's Research and Development Team thoroughly researches all materials focusing specifically on three key areas:

- **Elasticity and shock absorption** - elastic and impact attenuating qualities.
- **Color stability and choice** - color stability is a key focus in harsh UV environments. Softline ensures that the color granules have been UV tested to provide leading color surfaces that are long-lasting and weather resistant.
- **Cushioned, anti-slip foot contact** - these properties, as well as permeability, are crucial for floor coverings on spray decks, marine decks, rooftop courtyards and swimming pool surrounds.



TPV (THERMO PLASTIC VULCANIZED)

TPV elastomers are high-performance elastomers combining the best attributes of vulcanized rubber - such as flexibility and low compression set.

EPDM (ETHELYNE PROPYLENE DIENE MONOMER)

Softline applies extensive research into providing long-lasting, weather resistant and UV color stable EPDM granules while maintaining strong durable elasticity qualities.



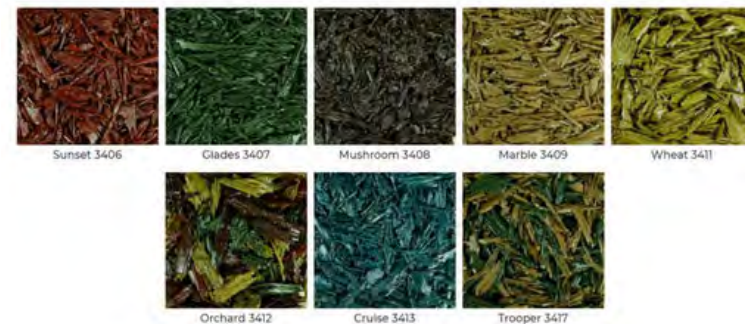
MIX COLOR FLECK

Mixed color fleck surfacing finish allows you to mix and match virgin colour (EPDM and TPV) and SBR rubber granules to produce a unique finish.



NATURALFEEL

NaturalFeel shredded rubber enhances surfaces by providing a different aesthetic appeal and tactile experience. **NaturalFeel** comprises of rubber buffings that are bonded in place and available in multiple color finishes.





FIRSTBASE PLAYGROUND SAFETY SURFACE SYSTEM



When it comes to keeping children safe in playgrounds and play spaces, trust **Softline** for the best in poured in place rubber safety surfacing. Our innovative **FirstBase** Pour In Place safety surface system is a seamless and resilient rubber surface made from recycled tire materials.

Softline's 35 years of scientific and field research has ensured that our **FirstBase** Pour In Place safety surface system minimizes impact for children's play spaces. The **FirstBase** safety surface system maintains excellent resilience and has the following benefits:

- IPEMA certified.
- ASTM F1292, ASTM F1951 and CSA Z614:20.
- Made from environment-friendly, non-toxic materials.
- Utilizes clean and efficient manufacturing process to minimize environmental impact.
- ADA (American Disabilities Act) compliant.

THE FIRSTBASE FACTS

Our **FirstBase** safety surface system is designed to meet your community's minimum Fall Height criteria. The depth of the impact layer - which creates the resilient quality that our surfaces are known for - can be customized to ensure that you fulfill minimum Fall Height Criteria of up to 18ft.

IPEMA CERTIFIED

FirstBase safety surfaces are certified by IPEMA for 6 and 10 foot fall height standards under ASTM F1292. Visit www.ipema.org to learn more and verify our certification.



To verify product certification, visit www.ipema.org



FIRSTBASE PLAYGROUND SAFETY SURFACE SYSTEM



FIRSTBASE CUSTOMIZATION PROCESS

FirstBase Pour In Place safety surface system can be customized based on your unique needs.

From logos and color designs to games, our safety surfaces will be enjoyed for many, many play hours. Simply let our designers know what you would like to see on your **FirstBase** surface, and they take the customization process from there. Games and surface designs add playvalue releasing childrens' imagination and developing gross-motor skills.



IDEAL CHOICE FOR

- Schools
- Outdoor Classrooms
- Daycares
- Playgrounds
- Parklets
- Roof Top Courtyards

Top quality service and long-life quality installations, your **FirstBase** safety surface system is guaranteed to give you many years of satisfaction.





SEALFLOOR SPLASH PAD SURFACE SYSTEM



Spending a lazy day by the pool or splashing around in a water park has now become safer, thanks to **Softline's SealFloor**, an innovative poured in place surface system that's specifically designed for waterparks, pool surrounds, shower rooms and other aquatic areas.

Our **SealFloor** surface system is designed to give you the firm grip you need, even on the wettest of surfaces.

This greatly improves the safety of all players, swimmers and poolside patrons, while adding a unique and aesthetically-pleasing appearance to your community waterpark.

- **MAXIMUM GRIP WITH MINIMAL SLIP** - designed to provide maximum grip while minimizing the chances of slipping.

- **MAXIMUM DRAINAGE** - developed to maintain excellent drainage qualities preventing stagnation from water pooling.
- **UNRIVALLED STRENGTH & RESISTANCE** - for use in high-traffic areas.
- **ENVIRONMENTALLY FRIENDLY** - made from materials that can be easily recycled.



SURFACE COATING SYSTEM

SplashSafe waterproof coating system upgrade - a completely sealed finish to the **SealFloor** system.

- Eliminate risk of fungi growth
- Easy maintenance
- Maintains strong anti-slip qualities



SEALFLOOR SPLASH PAD SURFACE SYSTEM



SEALFLOOR CUSTOMIZATION PROCESS

Whether you are looking for a colorful waterpark or want a logo on the pool deck, **Softline Solutions'** design team help's you create the ideal look for your **SealFloor** surface system.

THE SEALFLOOR ADVANTAGE

Softline has over 20 years of scientific and field research backing our slip-resistant surface system making it the leading waterpark surface in the industry.



IDEAL CHOICE FOR

- Waterparks
- Aquatic Play Areas
- Indoor/Outdoor Pool Areas
- Splash Pads

Top quality service and long-life quality installations, your **SealFloor** surface system is guaranteed to give you many years of satisfaction.





Playing and exercising on worn-out and cracked surfaces are not just a drag on your outdoor activities; it can be dangerous to your health. Tough surfaces fatigue your body, leading to a greater chance of injury or accidents.

Softline Solutions' PhysiSurface system is an innovative outdoor surface system with high-traffic, resilient qualities minimizing the fatigue your body experiences from exercising and working out.

PHYSISURFACE CUSTOMIZATION PROCESS

Add your team's logo or feature unique designs including team workout hoops, jump lines. The options are endless.



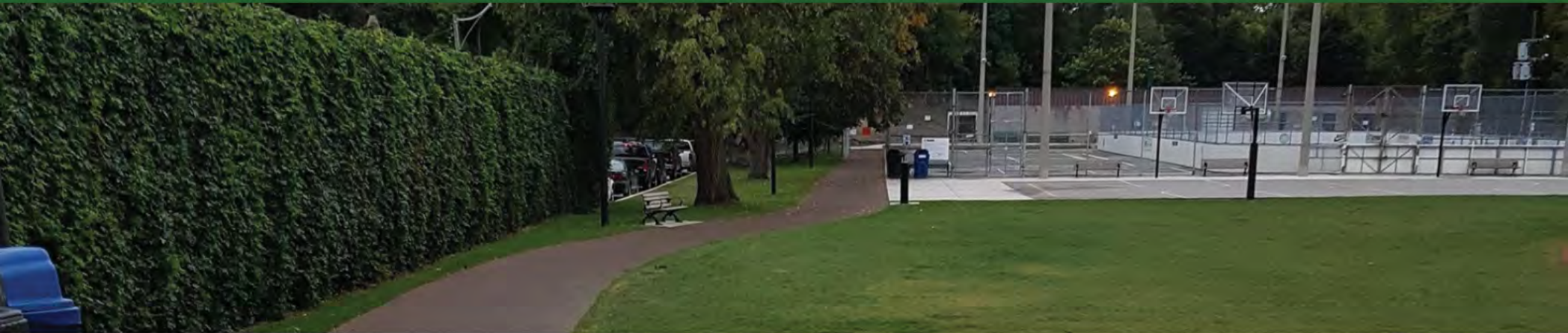
IDEAL CHOICE FOR

- Fitness Parks
- Amphitheaters
- Sport Courts
- Running Tracks





FLEXISTEP TRAIL SURFACE SYSTEM



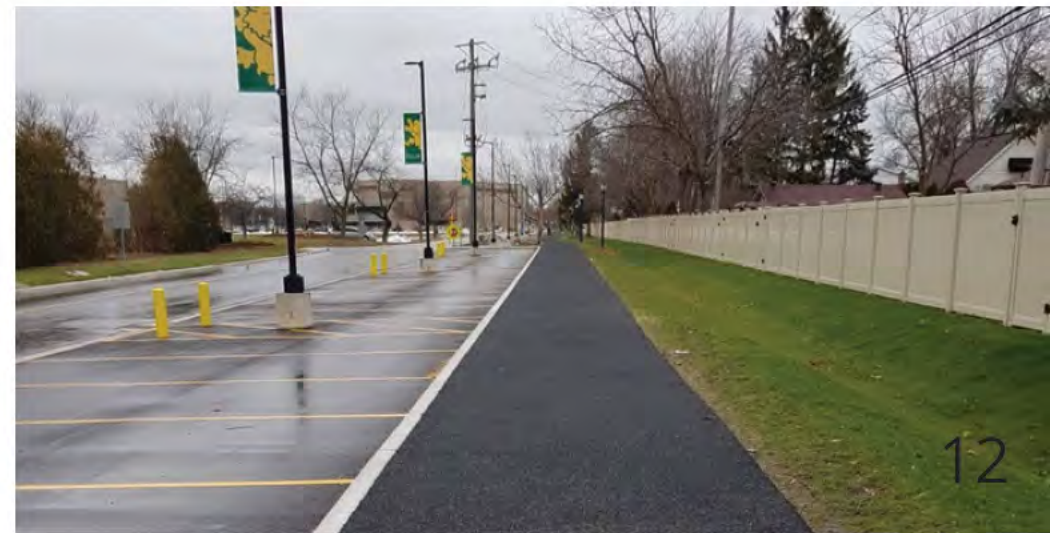
FlexiStep surface system is a unique and innovative trail application surface that is resilient, safe and anti-fatigue for the users and - provides permeable ground protection for sensitive landscape environments.

- HIGHLY FLEXIBLE - allows the surface movement through varying ground conditions, preventing trails from cracking and saving maintenance time and costs.
- ROOT PROTECTION - protects sensitive tree roots from soil erosion.
- ADA compliant and wheelchair accessible.
- LEED COMPLIANT - option for LEED compliance.
- ANTI-FATIGUE - reduces muscle fatigue and reducing injuries from falls.



IDEAL CHOICE FOR

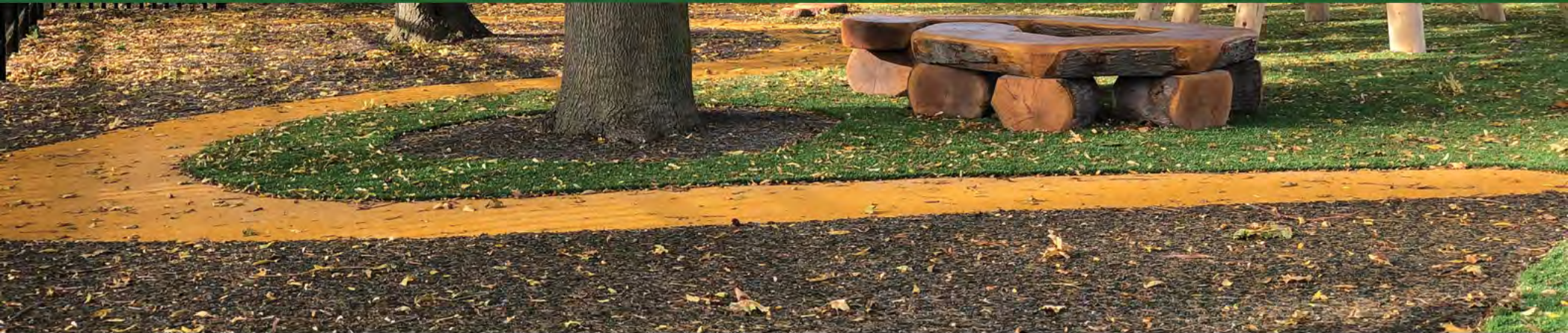
- Walking Trails
- Hospital Gardens
- University Footpaths
- Arboretums
- Golf Trails
- Memorial Gardens





TERRAFLEX

PERMEABLE SURFACE SYSTEM



TerraFlex comprises of recycled rubber crumb and aggregate to create a highly porous, durable surfacing system designed for use as tree surrounds, walkways and other general use areas.

- HIGHLY PERMEABLE - Tested and proven by a third party, **TerraFlex** allows for a large amount of water to continuously flow through, allowing for rapid drainage and assisting with storm water management to prevent flooding.
- DESIGNER FRIENDLY - Finish options include natural black recycled rubber and aggregate with standard clear or pigmented coloured resin. **TerraFlex** has a unique look and feel, allowing more freedom for designers to make your project stand out.
- CUSTOM APPLICATIONS - Offers custom solutions such as precast tree grates and other tree surround applications with easy installation options.



IDEAL CHOICE FOR

- Walking Trails
- Hospital Gardens
- University Footpaths
- Arboretums
- Golf Trails
- Memorial Gardens





THE PREFERRED CHOICE
CREATIVE SPACES



VISTALINE
FURNISHING PUBLIC SPACES

www.vistaline.com



VISTALINE

FURNISHING PUBLIC SPACES



Your outdoor gathering space reimagined, renewed and naturalized! **Softline's** passion for providing safe and enjoyable urban areas led them to develop a unique and evolving product line specially designed for outdoor gathering spaces. Look online for our latest range of **VistaLine** products.

www.vistaline.com



IDEAL CHOICE FOR

- Outdoor Classrooms
- Playgrounds
- Parklets
- Sitting Areas
- Steppers
- Urban Icons



RESEARCH



As a part of our commitment to our customers and greener production practises, **Softline Solutions** carries out continuous research studies on safe-surfacing needs of our clients.

Testing is carried out by accredited laboratories on materials and sample surfaces allowing **Softline Solutions** to provide the best quality product range and performance.

Over the years, **Softline Solutions** has built an impressive collection of data that continues to grow every day.



CONTINUING THE RE-CYCLE

Softline has developed a process where we can repurpose existing surfaces into brand new surfaces or repurpose to new products.



SPLASHSAFE

Softline has developed a system that allows for 100% waterproof, slip resistant surfaces.



TERRAFLEX

Softline developed a highly permeable, flexible surface system. To support sustainable urban design in water containment and dispersion to surrounding green infrastructure.

SPECIFICATIONS



CADdetails

NOW AVAILABLE ON CAD DETAILS

- 2d detail drawings
- 3d drawings
- Specifications



DESIGNER'S BOX

Softline Solutions' color selection is among the worlds best. We provide you with sample swatches showing you what the finished product looks like. Helping our clients match existing surroundings or new equipment.

FAQs

DO SOFTLINE'S SURFACES WITHSTAND HARSH TEMPERATURES?

Yes, Softline's surfaces can endure extreme temperatures due to its flexible qualities. Even at -20F, our surfaces still have the resilient quality that will keep you safe.

DO SOFTLINE'S SURFACES BURN?

No, our surfaces pass the ASTM D2859 Flammability Test and meet CAN/ULC-S107 - Standard Methods of Fire Tests of Roof Coverings.

ARE SOFTLINE'S SURFACES REPAIRABLE?

Yes, damaged areas can be cut out and replaced with the option of incorporating a new surface design image. Softline also offers repair kits for smaller damaged areas.

CAN SOFTLINE'S SURFACES BE INSTALLED FOR INDOOR & OUTDOOR USE?

Yes, Softline's surface systems are versatile for many areas of use, indoors or outdoors.

DO SOFTLINE'S SURFACES CONTAIN LATEX?

No. SDS sheets can be provided for all our products showing the content of all materials.

DO YOU HAVE WARRANTIES FOR YOUR PRODUCTS?

Yes, all our products come with warranties.

ARE SOFTLINE'S SURFACE SYSTEMS EASY TO CLEAN?

Yes. A light power wash with mild detergent will remove dirt without causing damage to the surface.

DO RUBBER SURFACES SMELL?

During the installation process, you may experience a slight odor that has been likened to the odor of a new car. This is a harmless odor that disappears as the product cures.

SURFACING AND PLAY SPECIALISTS
CANADA & USA

WWW.SOFTLINESOLUTIONS.NET
1-877-362-3133

Calgary • Chicago • Detroit • Edmonton • London
Philadelphia • Toronto • Vancouver





SOFTLINE
S O L U T I O N S

Softline Re-Cycle Generation Two
Recycling for Rubber Surfaces



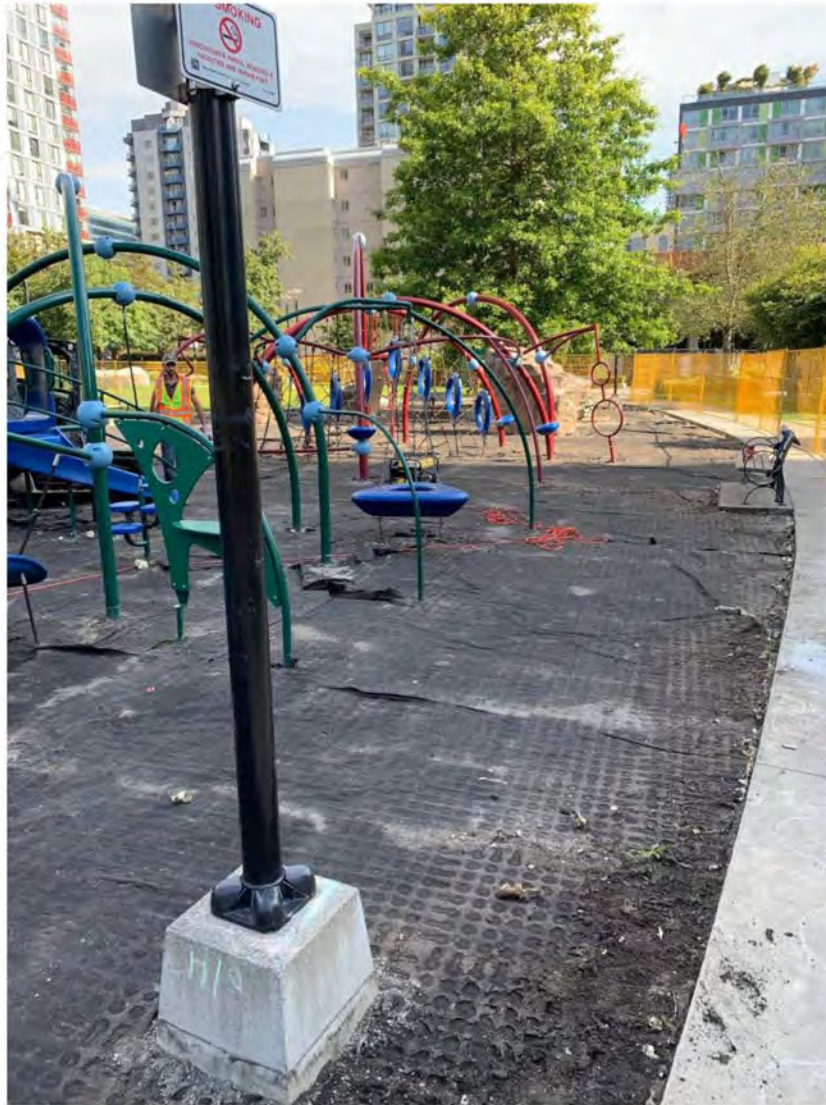
Existing surface was removed and recycled for use in a new FirstBase Poured In Place Surface.

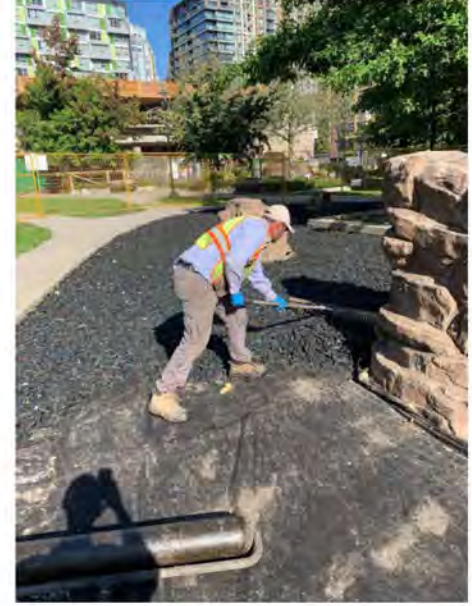




Softline Solutions Re-Cycle Generation
Two process includes removal of
existing surface and recycling the
product onsite for use in a new surface.

















Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

TAB 8 Value Added Products & Services

Include any additional products and/or services available that vendor currently performs in their normal course of business and that is not included in the scope of solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Continuing the Re-Cycle – recycling old surfaces into new:

Softline Solutions is the most comprehensive poured in place surfacing manufacturer in the industry and has developed a program to recycle existing surfaces on-site. Customers greatly value this service - saving them from high disposal costs. We maintain a highly efficient recycling program to recycle all rubber product on-site for re-use in the new surface. This environmentally conscious choice provides many benefits to our clients including savings on their new Poured In Place surface system and streamlining the construction process for turn-key projects.

The Continuing the Re-Cycle process is becoming globally recognized in the ability to continue the recycling cycle in recycling old tile or poured in place rubber surfaces into new poured in place rubber surfaces. Softline Solutions is recognized and endorsed worldwide by multiple government recycling authorities for their ongoing efforts in rubber recycling.

VistaLine Products:

Softline Solutions offers a unique range of seating and stepper products for playgrounds, courtyards, and other urban spaces. The rubber molded products are made from 100% recycled rubber tires and are durable for high activity pedestrian and player areas. Softline Solutions works with their customers in providing seating or stepper areas as accessories to their playground, outdoor classroom, courtyard, amphitheater or other outdoor (or indoor) space.

For further information, please refer to the enclosed pricelist.

ServiceSix:

Softline Solutions follows a ServiceSix process to provide uncompromised service excellence. Our team of consultants work with our clients from first contact through to successful completion through the following phases:

1. Needs Analyses site review, project vision.
2. Material Selection
3. Surface Design Review additional charges may apply for custom CAD drawings, if required.
4. Installation Scheduling
5. Weather Monitoring
6. Quality Installation and surface testing additional charges may apply for independent surface testing, if required.

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 SOFTLINE SOLUTIONS

Print Name JONATHAN TRUAN

Address 1238 ANDERSON ROAD

City, State, Zip CRAWSON MI 48017

Authorized signature 

Date MARCH 23, 2021

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 statues 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




MARCH 23, 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 SOFTLINE SOLUTIONS
Address 1238 ANDERSON ROAD
City/State/Zip CLARKSON MI 48017
Telephone No. 586 722 3647
Fax No. _____
Email address jonathant@softlinesolutions.net
Printed name JONATHAN TRUAN
Position with company DIRECTOR
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 (j)(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>