

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



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

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$1 - \$2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

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

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

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

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

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>Unity Creations Ltd. / Unity Surfacing Systems</u>
Address	<u>3997 Route 9W (PO Box 9)</u>
City/State/Zip	<u>Saugerties, New York. 12477</u>
Telephone No.	<u>(1-877) 41-Unity or (845) 246-2700</u>
Fax No.	<u>(845) 246-1700</u>
Email address	<u>Erick@SurfacingSystems.com</u>
Printed name	<u>Erick B. Prinz</u>
Position with company	<u>Sales and Marketing</u>
Authorized signature	<u><i>Erick B. Prinz</i></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of **May 3, 2021**, by and between National Cooperative Purchasing Alliance (“NCPA”) and Unity Creations, Ltd./Unity Surfacing Systems (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated **May 3, 2021**, referenced as Contract Number **10-06**, 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 (15) 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.

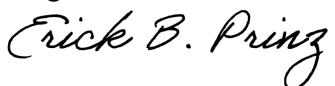
◆ General Provisions

- 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: Unity Creations, Ltd. / Unity Surfacing Systems

Name: Erick B. Prinz
Title: Sales and Marketing
Address: 3997 Route 9w (PO Box 9)
Saugerties, NY. 12477
Signature: 
Date: Feb. 22nd 2021

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input 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 **Saugerties**, State of **New York**

◆ **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 3^d 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:

<small>Only where we don't have representation</small>	<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller	<small>In areas where we have representation</small>
	<input type="checkbox"/> Authorized Distributor	<input checked="" type="checkbox"/> Manufacturer marketing through reseller	
	<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other:	

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
Contact Person: **Darren Scott or Accounts Payable Dept.**
Title: **Accounting Dept.**
Company: **Unity Creations, Ltd. / Unity Surfacing Systems**
Address: **3997 Route 9w (PO Box 9)**
City: **Saugerties** State: **New York** Zip: **12477**
Phone: **(845) 246-2700 X204** Email: **Accounting@SurfacingSystems.com**

- Purchase Orders

Contact Person: Darren Scott
 Title: Logistics Manager
 Company: Unity Creations, Ltd. / Unity Surfacing Systems
 Address: 3997 Route 9w (PO Box 9)
 City: Saugerties State: New York Zip: 12477
 Phone: (845) 246-2700 X2 Email: Logistics@SurfacingSystems.com
 PlantManager@SurfacingSystems.com

- Sales and Marketing

Contact Person: Erick B. Prinz
 Title: Sales and Marketing Director
 Company: Unity Creations, Ltd. / Unity SurfacingSystems
 Address: 56 Bloomingdale Rd.
 City: Hicksville State: New York Zip: 11801
 Phone: (845) 246-2700 X 201 or (516) 724-1357 Email: Sales@SurfacingSystems.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

See attached

- ◆ 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.

See file name: UNITY Surfacing NCPAs Tab 4 info fill out - FINAL- Feb 23rd 2021



Tab 4 – Vendor Profile

Company's official registered name. Unity Creations, Ltd.

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

UNITY Surfacing Systems (a division of Unity Creations, Ltd.) has been in the manufacturing business for many, MANY years (since 1987) helping parks, schools, districts, daycare centers, property owners, managers, municipalities, as well as architects, engineers and designers meet the highest quality and safety standards in the industry today. Each and every one of our products and services come in a wide variety of colors and thickness to complement almost any area. They are made with heat and pressure in a quality-controlled manufacturing facility right here in the United States designed to help meet or exceed these ASTM, CPSC, ADA, USGBC-LEED safety standards and guidelines

We take great pride in recycling tires and rubber into finished products, in particular, our self-interlocking, rubberized safety surfacing, flooring and pavers. We have incorporated new advancements in manufacturing that will increase our output in order to keep up with the increasing demands set by our customers - worldwide. With this new system up and running, and with the help of recycling centers that processes used tires and rubber exclusively for our products and services, we have truly become a world-class industry leader setting the standard by which all others are measured.

Our engineering team was the first (and only) to introduce a self-interlocking system with the new "Button-lock" technology. A system that is built directly into the product; specifically designed to eliminate the need for external accessories such as: fasteners, pins, clips, blocks, etc. to create an interlock. This patented "tongue and groove" technology is designed to *snap and hook* into place to resist product-to-product separation, curling and peeling, which may lead to (and promote) vandalism, as well as wind-uplift when installed on rooftops. Such technological advancements in product design will increase the density and durability of our products and services that is unmatched in the industry today.

As a result, we are providing a premium product at a competitive price to the marketplace by strategically aligning our resources to achieve this goal. We have made clear-cut choices regarding how, when and where to compete in the industry and keep our prices low by offering a complete line of products and services that are found in: Playgrounds, Daycare Centers, Rooftops, Rooftop Playgrounds, Walkways & Paths, Marinas and Docks, Athletic and Recreational Areas, Fitness Facilities, Acoustical, and more.

Company's Dun & Bradstreet (D&B) number.

Company's organizational chart of those individuals that would be involved in the contract.

Executive Support:

Erick B. Prinz, Director of Sales and Marketing

Phone: (516) 724-1357

Fax: (845) 246-1700

Email: Erick@SurfacingSystems.com

Executive Support:

Darren Prinz, Director of Operations

Phone: (845) 246-2700

Fax: (845) 246-1700

Email: Darren@SurfacingSystems.com

Corporate office location.

3997 Route 9w (PO Box 9) Saugerties, NY. 12477

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.

Please call our office for a list of sales and services offices with key contracts for each.

Define your standard terms of payment.

1/3rd Deposit, 1/3rd PTD (Prior To Delivery), 1/3rd Net 30 days from invoice date.

Who is your competition in the marketplace?

Ecore's PlayGuard, UltraTile and Spectrabond Tile, GameTime's GT Impax, SofSurfaces, Rubber Designs Safety Tile

What differentiates your company from competitors?

Quality is key in all aspects of our products. Each day we work to ensure excellent quality in workmanship, material selection, production, packaging, shipping, and installation as well as in our business processes. Our products are tested and certified to meet various ADA, ASTM, BTA, CPSC, LEED, and NPPS criteria, including USGBC for LEED points and credits. Product quality begins with material selection, where we use pure recycled rubber that has been ground to the specified size for each product. Rubber, binder and appropriate additives are then weighed, blended, compressed and cured to exacting tolerances.

Our manufacturing staff is well trained in production processes and safety. Each production run is sampled at the beginning, middle and end of each shift for product consistency, durability and satisfaction of criteria. Our machines go through "secure-tests" every week, month and quarter. Standardized packaging procedures are used so that products are not subject to damage during post-production storage, shipping, handling or installation. These procedures consider product composition and acclimation, height, weight, delivery logistics, and type of application. All of our products are accompanied by an extensive installation and maintenance guide to help optimize installation efficiency, product life, longevity and customer satisfaction.

At Unity, we employ a closed loop quality system where the root cause of any problem is immediately identified, thoroughly analyzed and rectified with appropriate changes made at the time of discovery, if needed, to: materials, documentation, equipment, products, and/or processes. Additionally, our technical support team is involved every step of the way to help customers select the best products and services, to determine quantities to order, to coordinate delivery logistics, and serve as trusted advisor in all product related matters.

The sheer size and weight of our tiles allow us to ship more product per skid/pallet/truck-load than our competition, which in turn reduces our carbon footprint. Our self-interlocking system with Button-Lock Technology and Bolt-Down capabilities can only be found here. The "*Button-Lock*" Technology is exactly what it sounds like. Each tile is designed to literally "snap and hook" into place (like a button on a jacket) to resist unforeseen problems commonly found with other products on the market today. It not only *interlocks* to one another..... It also "*snaps*" and "*hooks*" into one another where the "projections" of a tile/mat/block/paver (found in-between the female interlocks) are receivable by corresponding "slots" of the adjacent tile/mat/block/paver (found in-between the male interlocks) to help further strengthen the connection of our self-interlocking system by truly "*snaps*" and "*hooks*" into place.

The "Running Bond" Method of installation allows our products to self-interlock (horizontally) anywhere along the locking joints, providing free flowing designs, layouts, patterns and themes throughout your area as you can image,

providing complete design freedom for any vision regardless of size, style and/or complexity by locking our tiles along ANY interlocking tab. Something that is unmatched in the industry today. This unique system does not replace our current “step-&-repeat” method of installation.....it compliments it. Each “Running Bond” Method of Installation helps with slight variations during installation, while at the same time allow for custom designs, layouts and patterns as seen here.

We Lastly, Unity continued use of recycled materials. More then 90% of the products we produce come from recycled tires and rubber. Qualifying for up to seven (7) USGBC-LEED points and/or credits.

Describe how your company will market this contract if awarded.

UNITY would include NCPA logo on our ads in publications that local, state and federal government customers subscribe to. We would also include the NCPA logo and information on our corporate website. We would provide links from our website to NCPA page. We would encourage all of our local sales agents to include the NCPA information on anything local they are doing. Our strategic marketing plan would focus on several key government entities, providing a quarterly and yearly review in order to make adjusts as needed based on current economic trends. Our plan also includes:
Attendance, booth presence and sponsorship at key local, regional and national trade shows.
Marketing and product support focusing on key state and/or regional government trade shows.
Advertising in key trade publications that reach these markets
Direct marketing campaigns including mailers and email campaigns
Work closely with inside and outside sales and marketing teams to create campaigns targeted at federal, state and local governments

Describe how you intend to introduce NCPA to your company.

We have been prematurely introducing NCPA to our company and outside sales team that this will be our top priority for 2021 with e-mail blasts, social media blitzing, press releases, web links from our page to yours and more.
We will provide any and all necessary training for anyone of our staff and outside sales team as to the NCPA contract.
PS: Our training is an ongoing effort with new reps and others needing additional assistance.
We will ensure that all of our internal on external sales team provide the necessary tools to sign any government agency up who is not already part of the NCPA platform.

Describe your firm’s capabilities and functionality of your on-line catalog/ordering website.

While our brochure/catalog is offered for review on-line and in print, we do not offer on-line ordering, but instead offer a RFQ (Request For Quotation) form be filled out and returned to us. Because we believe our customers are best served with a personal approach by asking questions that would best fit their needs.

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

Hours of operation vary between local sales agents’ offices but are typically 8:30 a.m. to 5:30 p.m. local time, Monday through Friday. Many sales agents have personnel available for earlier, later, or on weekend if need be.
Unity’s main office staff is available from 8 a.m. to 5:30 p.m. EST. Monday through Friday. If need be, we are available 24-7, 7 days a week. as well.

Green Initiatives

USGBC – The USGBC (United States Green Build Council) / LEED (Leadership in Energy and Environmental Design) is the most widely used green building rating system in the world. Available for virtually all building, community and home project types, LEED provides a framework to create healthy, highly efficient and cost saving green buildings. LEED certification is a globally recognized symbol of sustainability achievement. As a member of this organization, using our products will help close the loop by achieving up to seven (7) LEED points/credits. Most of which is achieved by the use of recycled materials into our products (~90%).

Ecocyclable™ - is defined as any product being used more than once (i.e., re-useable) as the same recycled product, or recycled again into the same, or different product. Unity's self-interlocking, safety surfacing, flooring and paver products can be used in many different locations over and over again, or re-recycled into the same or different product without harm. We are the only manufacturer to receive such a prestigious symbol.

With over 33 years of American manufacturing experience, it has taught us that there is no alternative to doing things right. With that, all of our products are produced to the exact standards set by our founder.....that's the biggest difference. We have applied for, not one, but to grants to ensure that every one of our finished products are manufactured in the United States of America utilizing cleaned recycled tires and rubber derived from the very same. Our in-house recycling center, which processes used tires and rubber, has insured our customers that no foreign, potentially harmful, rubbers and/or objects have gone into the production of our finished goods. The ingredients used in the assembly of our finished products, such as: urethane binders, fire retardant chemicals, pigmented dyes, EPDM's/TPV's, are all manufactured and/or produced in the United States of America. In addition, we go above and beyond in quality by utilizing machines and machine parts that are manufactured in the United States of America.

Unity has recently changed out all of its lighting, both inside and out, to (an even more) energy efficient LED lighting system with timers and motion that has since reduce our energy consumption, for lighting, by 30%. Any time we get a shipment in on a skid/pallet, we refurbish it (if needed) and use it for all of our outboard shipments. Any and all containers that are used for our raw ingredients are sent back to the supplier to be reused. Currently, we are in the process implementing a method of capturing our own rain water to use in the facilities bathrooms and manufacturing process in an effort to reduce storm water management issues.

We are in the process of fully automating our facility that is designed to further reduce waste, energy consumption, greenhouse gases, global warming, space, etc. Once this task is complete, we plan to utilized our factory roof with solar panels helps reduce our power consumption even further.

As a result of such unique capabilities, Unity is a world-class industry leader setting the standard by which all others are measured.

Vendor Certifications (if applicable)

The playground industry does not require any special licenses to be held by manufacturers. However, in the interest of playground safety, we are proud to offer the following:

ADA – The Access Board effective, 1992, the Americans With Disabilities Act (ADA), a federal law, prohibits disability-based discrimination by states, local governments, and private entities. The ADA specifically requires that “each service, program or activity conducted by a public entity, when viewed in its entirety, be readily accessible to, and usable by, individuals with disabilities. The Access Board provides recourses, information and guidance related to the ADA, including insight on developing public spaces like playgrounds that meet ADA guidelines. Unity Surfacing Systems meets or exceeds these standards with the passing of: ASTM – F-1951-99 safety standards and guidelines.

ASTM – The American Standard for Testing Materials (ASTM) is the scientific and technical organization chiefly responsible for developing standards for testing different materials. In 1993 the ASTM published Standards for Consumer Safety Performance Specifications for Playground Surfacing for Public Use, designated as F1292-04 and others. The Standards has been revised several times since then. It is the standard that establishes minimum acceptable performance specifications for most types of surfacing. Unity Surfacing Systems meets or exceeds these, and many other ASTM safety standards as seen throughout our Internet web site.

BTA – The Builders Trades Association Building Trades Association (BTA) is made up of thousands of companies involved in all phases of the building and construction industries. BTA was formed to provide services for its members saving them valuable time and money. The Building Trades Association made arrangements with Insurance Companies, Lenders, and Service Providers to benefit the public. The Financial Institutions look at our members as part of our group, not just by volume of business or the number of employees each member may have. The Building Trades Association adheres to the privacy of its members. BTA's policy prohibits the selling or redistribution of member information.

CPSC – The Consumer Product Safety Commission (CPSC) is an independent agency for the United States federal government whose purpose is to inform the public risks associated with consumer products. The CPSC's Handbook for Public Playground Safety is the reference tool for the playground industry; including specifications for the use of

playground surfacing and recommendations. Unity Surfacing Systems meets or exceeds these standards as seen here throughout our Internet web site.

Ecocyclable™ - is defined as any product being used more than once (i.e., re-useable) as the same recycled product, or recycled again into the same, or different product. Unity's self-interlocking, safety surfacing, flooring and paver products can be used in many different locations over and over again, or re-recycled into the same or different product without harm. We are the only manufacturer to receive such a prestigious symbol.

ANSI/FM - To determine the simulated wind uplift pressure resistance for specified roof assembly in accordance with the ANSI/FM Approvals 4474 Appendix B: *Simulated Wind Uplift Pull Test Procedure*. Testing is completed as described in the ANSI/FM Approvals 4474 (2004) Appendix B: *Simulated Wind Uplift Pull Test Procedure*. Unity Surfacing System is proud to announce that we have completed several types of testing criteria that meets or exceeds ANSI/FM 4474 safety standards and guidelines, including several other types of wind-speed testing as well.

NPPS – To address the growing concern for playground safety, the National Program for Playground Safety (NPPS) was established in 1995 through a grant from the Center for Disease Control and Prevention. Located at the University of Northern Iowa, NPPS serves as a public recourse for the latest in information on playground safety and injury prevention.

USGBC - The United States Green Building Council via the *LEED* (Leadership in Energy and Environmental Design) is the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work. It is leading a national consensus for producing a new generation of buildings that deliver high performance inside and out. As a **member** of LEED, using our eco-safe rubber products will help close the loop by achieving LEED credits (up to 6) and (up to 1 additional). For more information about LEED simply click onto their logo which will direct you to more information and their Internet website.

CPSIA – Under US Public Law 110-314, The HR4040 “Consumer Products Safety Improvement Act (CPSIA) of 2008” specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers) used in certain toys and child care articles. At Unity, we strive to go WAY beyond the minimum safety requirements and have far exceeded the minimum requirements.

What does this mean to a customer?

Customers can purchase from us with “peace of mind” knowing we have the processes in place to consistently manufacture the highest quality rubberized safety surfacing, flooring and paver products on the market while being conscious of how we are impacting the environment.

Although not an industry requirement, we recommend that all of our staff who is in direct contract with customers to be certified by the Certified Playground Safety Inspectors (CPSI) and/or NPSI certified. This includes, but is not limited to our technical department, sales department, logistics department, office staff, outside sales teams, independent reps and installation crews in order to ensure our customers receive the benefit of the knowledge of and compliance with government standards. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable safety surfacing, flooring and paver expert.

Additionally, Unity requires all installers with which we subcontract with to be manufacturer-trained with respect to how our products are installed. Once trained, these installers (not the company unless the enter install staff is trained) are issued a Certified Installer Certificate. This is designed to reduce poor workmanship should that installer leave the company and work for someone else, thus minimizing the ability for said company to have enough Certified Installers on staff to successfully install our products. Which at that point may require the company to train new staff/installers.

Lastly, any of our installers are already NPSI trained and Certified Playground Safety Inspectors. Said installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified.

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

catalog offering on a discount basis or on a cost-plus basis with our network of certified installers and vendor relationships.

Athletic and Recreational Surfaces

- Synthetic Resilient Surfaces
- Playground Protective Surfacing
- Athletic Surfaces.

Playground Equipment

- Stand-alone activities (Hopscotch Tiles)

Playground Protective Surfacing

Safety Surfacing

Services

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

Splash Pad

- Surfacing Options

Surfacing Materials

Related Products

- Diving Board Flooring
- Indoor Gym Tiles
- Outdoor Fitness Flooring
- Pool Surfacing

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

- Rubber Tiles/Panels

Tiling

 Paver Tiling

Unit Paving

 Rubber Paving

 Porous Unit Paving

Installation services is offered at 33% above the current Prevailing Wage Rate at time (and location) of installation.

The following UNITY Surfacing products are quoted on a per project basis due to the variable nature of the products and the projects:

 Products produced with Dual Density Construction

 Products produced with Aliphatic Binders

 Hopscotch Design Tiles

 Painted Games and/or Graphics

Services necessary to provide turnkey project solutions are offered on a cost-plus basis and include, but are not limited to:

 Site work.

 Grading.

 Ground Prep.

 Concrete/Asphalt/Sub-Base work.

 Landscape removal of any kind.

 Drainage solutions.

 Other miscellaneous related services.

Other products necessary to provide turnkey project solutions are offered on a cost-plus basis and include, but are not limited to:

 PIP (Pour-In-Place) safety surfacing.

 Rubber Mulch.

 Subbases of any kind.

 Other miscellaneous related products and services.

UNITY Surfacing product warranty shall be selected from the attached prior to order placement.

UNITY Surfacing will warranty the labor for one (1) year on any project on which UNITY Surfacing has contracted to provide the installation. Per UNITY Surfacing standard product warranty, product warranty does not include installation to replace the warranted part. Extended Labor Installation Warranties are available upon request.

UNITY Surfacing products complies with applicable standards as stated herein.

Will provide evidence of insurance upon request. Project specific certificates will be provided upon customer request.

UNITY Surfacing written material specifications can be downloaded directly from our website based on color/type of top and thickness needed.

UNITY Surfacing Products and Services offerings are attached herein.

UNITY Warranty:



TEN (10) YEAR PRO-RATED = LIMITED WARRANTY

1.) Subject to the following terms and conditions, Unity Creations, LTD. (Sellers), warrants to the Buyer that the surfacing flooring products manufactured by Seller, including but not limited to rubber tiles/mats/blocks/pavers sold by Seller to the Buyer will be free from manufacturing defects.

2.) If upon inspection by the Seller, the Product(s) show evidence of manufacturing defects, Seller's liability and Buyer's remedies are limited at Seller's option, to the repair and/or replacement of the defective Product(s) at the F.O.B. point in the original contract of sale at the original cost. Sellers further warrants that the Product(s) will not permanently deteriorate to the point of failure and will not become an unsuitable surface due to: normal foot traffic, water, weather and/or normal usage, and shall remain operational for a period of ten (10) years, pro-rated, from date of sale, if properly installed by certified installers, maintained and used for the purpose for which the Seller intended based on the following coverage schedule:

# of years from date of original shipment to date of claim	% of purchase price refunded of product(s) found to be defective
0 - 1 years	100%
More than 1, but less than 3 years	80%
More than 3, but less than 5 years	60%
More than 5, but less than 7 years	40%
More than 7, but less than 9 years	20%
More than 9, but less than 10 years	10%

3.) Buyer shall give Seller written notice of any claim arising under this warranty within thirty (30) days of discovering the premature deterioration of the Products. If upon inspection by the Seller, the Product(s) shows evidence of manufacturing defects within the ten (10) year period stated herein, Seller's liability and Buyer's remedies are limited, based on the above, in providing repair/replacement materials for the original Product(s) or credit to be applied towards the purchase of new Product(s), the value of those remedies being determined by the Seller based upon the number of remaining years of the unexpired warranty used to pro-rate at the, then, sale price for those specific products. The maximum pro-rated value allowed by Seller for repair/replacement or credit shall not exceed the original Product(s) purchase price. A warranty claim must be directed to: Unity, Attention: Warranty Claims Department, 3997 RT 9W (PO Box 9) Saugerties, NY, 12477, T: (845) 247-2700, providing the: description of the claimed defect, date the defect was discovered, photographic images of the claimed defect, the date of original installation and sale date, project name, invoice and/or PO (Purchase Order), you name, address, telephone number and e-mail. Seller shall have no obligation under this warranty unless and until Seller and the licensed applicator/installer have been paid in full for all materials, supplies, services, warranty costs, and other costs which are included in, or incidental to, the Product/System.

4.) This warranty does not cover damage due to: Natural forces, improper or faulty sub-surfacing preparation, lack of accessories being used as per the specifications, snow removal, accidents, misuse, neglect, abuse, deliberate act, (natural) disasters, vandalism, acts of god, acts of war, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, abrasions, casualty, insects, animals, vehicular traffic, acid, oil, improper fluids, chemicals, chemical or physical reaction(s), cleaning methods and the like which come into contact with Seller's Product(s), color change caused by exposure to UV, alterations or repairs to the Product(s) and/or sub-base materials; not approved in writing by Seller, the architectural engineering, construction and/or design of the sub-base, finished surfacing/flooring area and/or construction envelope, a change in use or purpose of Seller's products, failure by the Buyer to use reasonable care in maintaining the Seller's Product(s) - which can be found on their website, installation manual/guide and/or specifications. Seller does not undertake any analysis of the architecture, engineering and/or design(s) required to evaluate what type of system is appropriate. Buyer shall be solely responsible for the removal and/or replacement of any overburdens, superstrata, overlays, either permanent or temporary, as necessary to expose the surface of the System for inspection and/or repair. Failure by the Buyer to pay these costs or failure to provide access to the Product(s) shall render the warranty null and void. There are no warranties expressed or implied except as set forth herein. This warranty is in lieu of any implied warranty of merchantability or fitness for a particular purpose and in lieu of any other statutory or common law warranties. The Buyer shall not be entitled to claim or to recover any loss of profits or consequential damages whatsoever.

5.) No representative of the Seller has authority to make any representations, warranties, or promises except as stated herein. There are no warranties either expressed or implied, including the implied warranty of merchant ability & fitness for a particular purpose, which extends beyond the warranty contained in this document. Unity Creations, LTD. shall not be liable for any damages arising under any theory of law ~~vis-à-vis~~ Unity Creations, LTD., liability is limited to the material and transportation costs or repair/replacement of the product at the Seller's option. Having our products used in high traffic areas only, sold by Unity Creations, LTD., in combination with other surfacing Product(s) are excluded from this warranty. We reserve the right to discontinue or change any design or color of any of our Product(s) at any time and without notice or liability. If, for some reason, Product(s) of this type are no longer available at the time a warranty claim is made, we may substitute another product determined by us to be of comparable quality and price.

6.) This warranty shall be transferable subject to Seller's inspection, written approval, and payment of the then current transfer fee. This warranty shall be deemed to be issued by Unity Creations, LTD. in the State of New York and shall be governed by and be interpreted in accordance with the laws of the State of New York. Seller's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or any other terms and conditions of this warranty. This warranty shall be governed and construed in accordance with the laws of the State of New York without regard to conflict of laws. This warranty does not cover fabrics/mats, adhesives, bolts, sealants, coatings or workmanship. This warranty cannot be amended, altered or modified in any way except in writing signed by the authorized officer of Seller. No other person has any authority to bind Seller with any representation or warranty either oral or written. In the event that the Buyer and Seller do not resolve any dispute, controversy or claim in mediation, the Buyer and Seller agree that neither party will commence or prosecute any suit, proceeding, or claim except in the courts of Ulster County in the State of New York or the United States District Court, Northern District of New York, Albany Division. Each Party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Warranty Registration and Validation:

Project Name: _____ PO/Estimate #: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____ Tel: _____

Fax/E-mail: _____ Distributors Name: _____ Install Date: _____

Unity's Invoice #: _____ Signature: _____ Print: _____ Date: _____

A division of Unity Creations, Ltd.

"Unity" Surfacing Systems

Interlocking, Unitary Rubberized Safety Surfacing, Flooring & Pavers

ATHLETIC AND RECREATIONAL




DO IT RIGHT...THE FIRST TIME!



RESIDENTIAL · COMMERCIAL · INDUSTRIAL · INSTITUTIONAL

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From This...



USGBC - The USGBC (United States Green Build Council) / LEED (Leadership in Energy and Environmental Design) is the most widely used green building rating system in the world. Available for virtually all building, community and home project types, LEED provides a framework to create healthy, highly efficient and cost-saving green buildings. LEED certification is a globally recognized symbol of sustainability achievement. As a member of this organization, using our products will help close the loop by achieving up to seven (7) LEED points/credits.

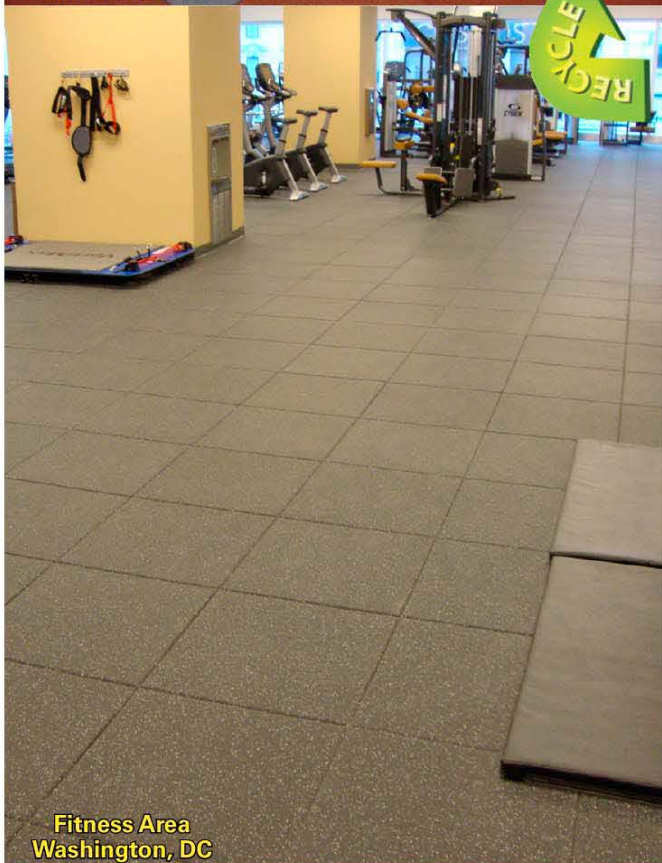
Please Note: None of Unity's photographs are not digitally altered, edited,



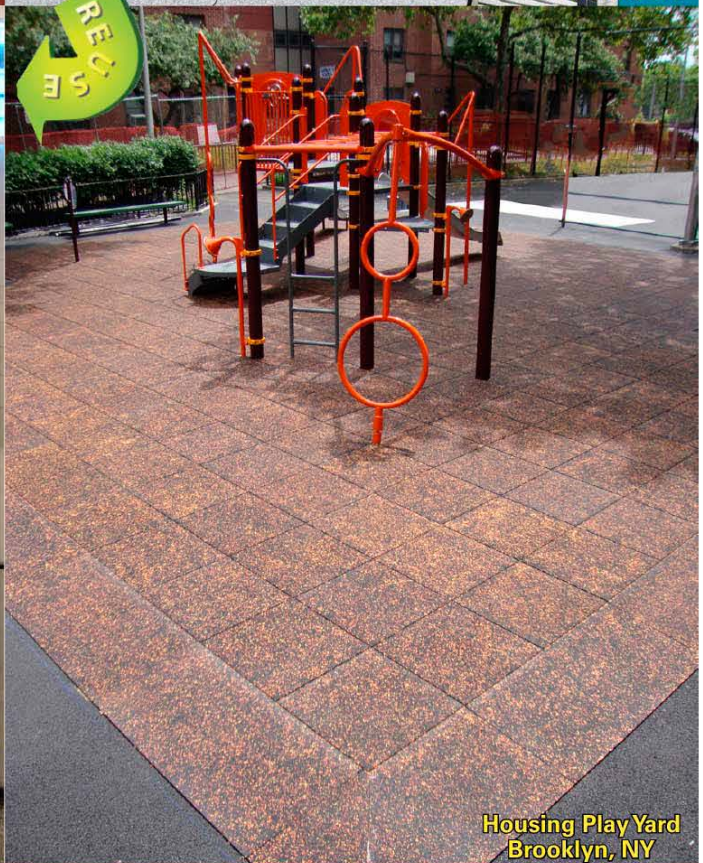
School Playground
Beaumont, TX



Pool Area
Atlanta, GA



Fitness Area
Washington, DC



Housing Play Yard
Brooklyn, NY

developed or computer generated to fool you. Our images are 100% authentic and real!

Our Safety Surfacing, Flooring and Paver Solutions:

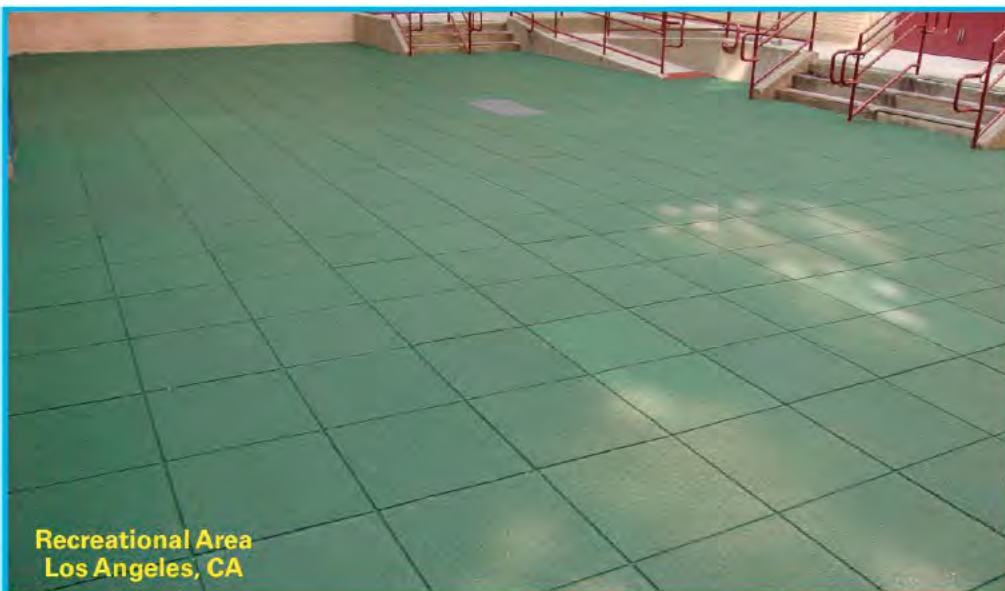
Unity Creations, Ltd. / Unity Surfacing Systems products are engineered and manufactured using the best and safest materials available through our sister company which recycles tires and rubber in-house. Unity, a manufacturing business since 1987, has developed and patented a superior, resilient product made from 100% recycled tires and rubber that is clean and safe to use in almost any environment. Our ingenious design and unique features give us an unparalleled advantage over competing products in the industry.



Park Playground
Far Rockaway, NY

Safety, Quantity, Durability, Performance and long term value define Unity's products. The advantages to our system over others on the market today include:

- Will not decompose
- Provides noise reduction
- No retaining edge needed
- Easy cleaning/maintenance
- Very stable footing
- Low life cycle costs
- Excellent drainage
- Attractive appearance
- Will not displace during usage by anyone
- Consistent shock absorbency year round
- Will not harbor foreign objects (glass)
- Provides vandalism protection



Recreational Area
Los Angeles, CA

A fall onto a shock absorbing surfacing is less likely to cause serious injury in contrast to a fall onto a hard unsafe surface. Head impact injuries from falls onto unsafe are almost always life threatening. The severity of injury is decreased when using shock absorbing surfaces such as our unitary rubberized safety surfacing, flooring products. Additionally; walking, playing, running, standing, or simply just enjoying our products helps avoid leg fatigue in people of all ages.



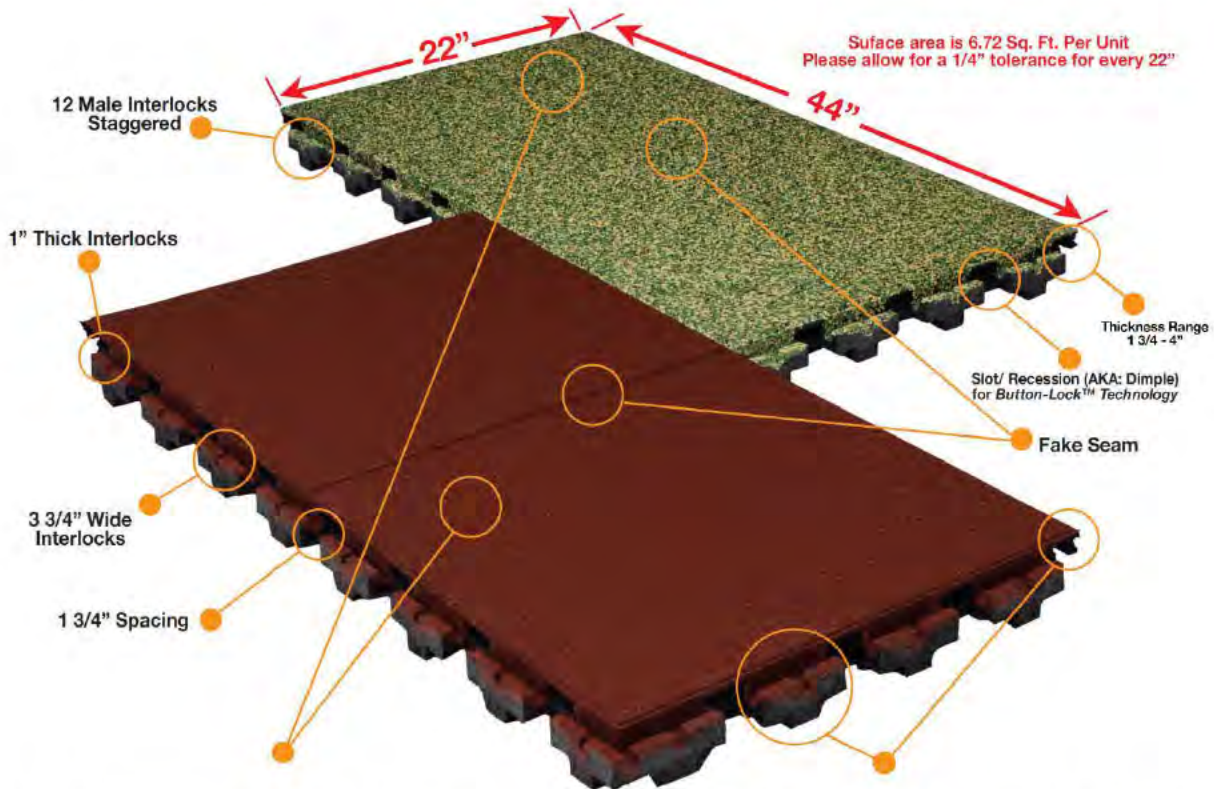
A playground or any surfacing and flooring area that has uncontrolled access may require a unitary surface (i.E. Rubber tiles/mats/blocks and/or pavers) to ensure the highest standard of safety. It also reduces high maintenance costs commonly associated with loose filled products and/or turf materials.



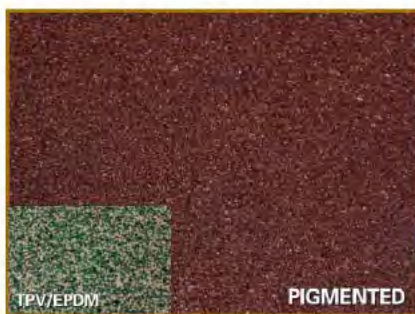
Space is the most valuable asset in most major cities. There is an increasing demand for our products to be installed on rooftops and indoors. We are the only manufacturer to pass several types of class “ A ” fire tests, including modified versions specifically for these applications, making our products superior for such installations. If required, other fire rated versions are available prior to ordering.

PRODUCT SPECIFICATIONS - Top Side

Unlike other playground surfaces, Unity features a flexible *double* tile/ mat/ block/ paver system. With it has a fake seam down the middle to accommodate and adjust to, minor variations in sub-bases. Our resilient double panel allows us to have a monolithic *Step & Repeat* pattern, which lines real seams with fake seams as if you were installing "brickwork." These technological developments in design act as a backup to further resist separation, curling, peeling and vandalism across a playground area. Fake seam force real seams to stay in place.

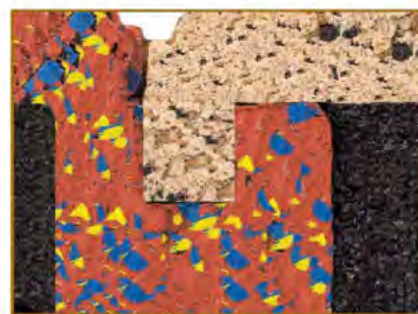


High Density Wear Tops



Our wear-top is manufactured using recycled rubber in conjunction with a wide variety of slip resistant Pigments and/ or blended EDPM/ TPV material, coupled with our specially formulated binders. These high density, textured wear-top options are resilient and won't crack, puncture or heave in the most hostile of weather conditions. This versatility is unmatched and provides year round use to the end-user.

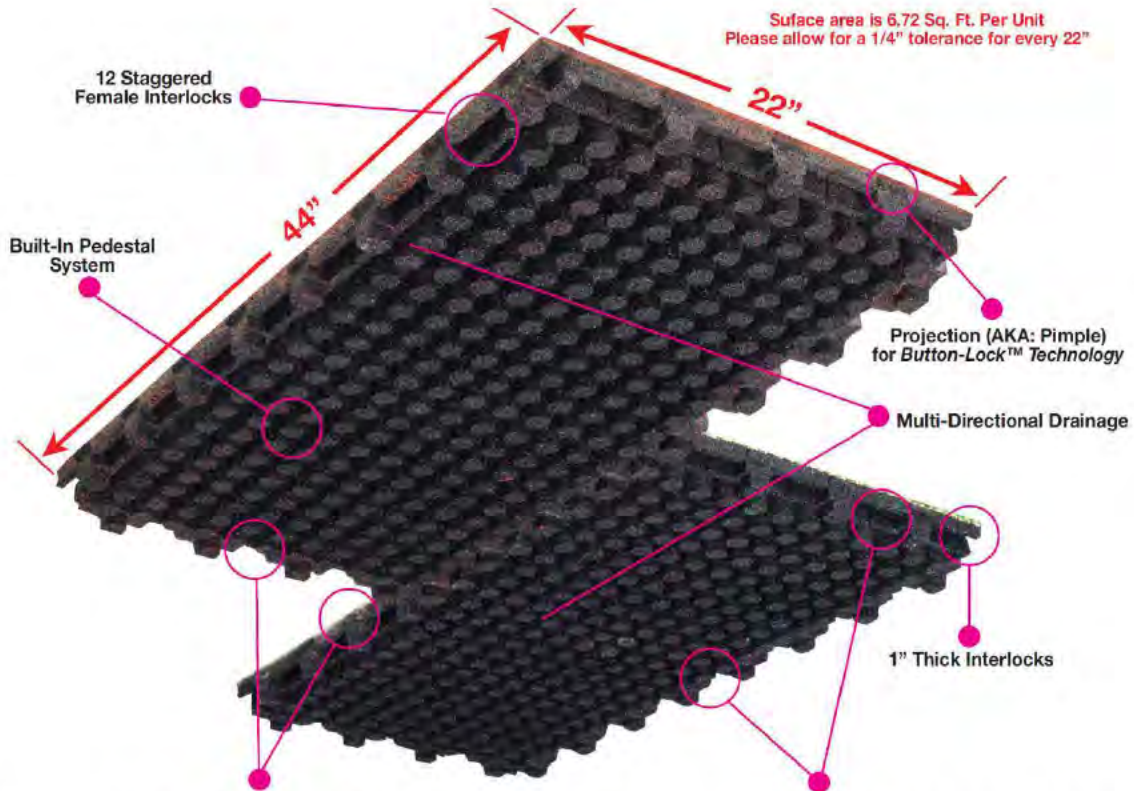
Self Interlocking Design



The patented durable C-shaped self-interlocking design is built directly into the product itself. It locks tightly together thanks to the supporting "back-wall," which prohibits unnecessary separation, curling, peeling and shifting that may result in vandalism. It is installed with our specially formulated glue/ adhesive, while still providing unlimited access for any maintenance related issues.

PRODUCT SPECIFICATIONS - Bottom Side

With this view from the bottom, one can see that our solid coned (feet and/ or leg) design acts as a shock absorber from falls onto the surface below. Being a water permeable product, it also helps with storm water management, by allowing water to flow freely and evenly to the drainage outlet when installed on a crushed stone or a solid sub-base such as concrete (cement) and/ or asphalt (blacktop). Our product design also eliminates any "hard spots" and/ or "picture framing," a common design problem with other competing products on the market today.



New Button-Lock™ Technology



A revolutionary advancement in design is our patented *Button-Lock™* technology where the projection of one rubber paver is receivable by a corresponding slot/recession of another rubber paver. It is designed to literally "snap and hook" into place, which has been tested to provide an extra layer of protection to the end user. This additional locking mechanism provides the most secure installations on the market, both horizontally and vertically.

Glue Reservoir



Our unique *glue drainage port* is the only patented system on the market specifically engineered and designed to allow any access glue/ adhesive, applied during the installation process, to ooze down and away from the top of our products. This provides the completed area with a nice clean finished look without the burden of glue being tracked onto the newly installed product by untrained contractors/ installers.

Bolt-Down Capabilities

A feature that is exclusive to Unity Creations, Ltd. / Unity Surfacing Systems attributed to its additional patents, is the BOLT-DOWN capability that is found within the male portion of our interlocking system. It is countersunk for added strength and security, even under the most extreme environmental conditions and/or usage. Twelve bolts are used across various portions of the product to ensure that vandalism will not be tolerated by Unity and its products.



Handicapped Accessibility

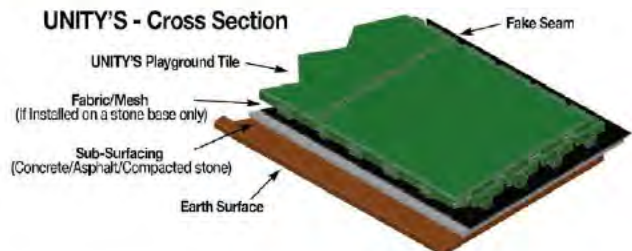


More and more agencies are becoming aware of the fact that all public facilities must be handicapped accessible. With the 1991 passage of the "Americans with Disabilities Act" (ADA), many areas are being planned or modified to give people with disabilities an opportunity to participate in more everyday activities. Regardless of who you are, we make it easy to maneuver strollers, crutches, wheel chairs, canes, walkers, etc., as all of our products are designed to give those with or without disabilities and varying mobility's access to freely navigate as per ASTM's Accessibility-Rotational Penetrometer test.

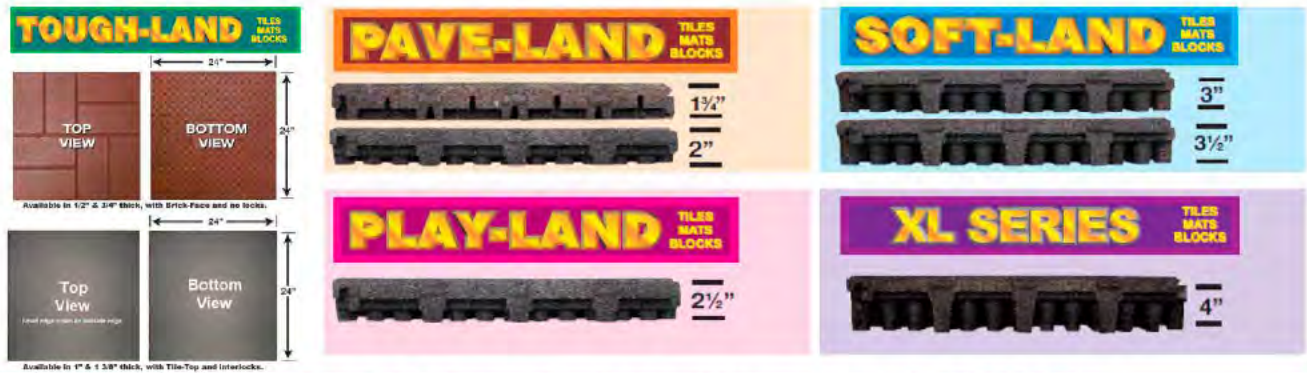
"We have determined that Unity significantly outshines all other rubber tiles. The determining factors: The product is double the size of all other brands throughout the industry. The self-interlocking feature, variety of color choices, and pliability of material make this an ideal product for our playground and should be for all others as well. Keep up the good work." Carol - board director.

Sub-Surfacing/Base Options

With life expectancy of our products being about 20 years or more (if properly maintained), we suggest installing a solid sub-base material (concrete or asphalt) leaving a slight pitch for drainage. Other types of sub-base material include: Compacted crushed stone (quarry, blend), decking, roof membrane and/or any standard indoor/outdoor flooring that does not have large stress cracks.

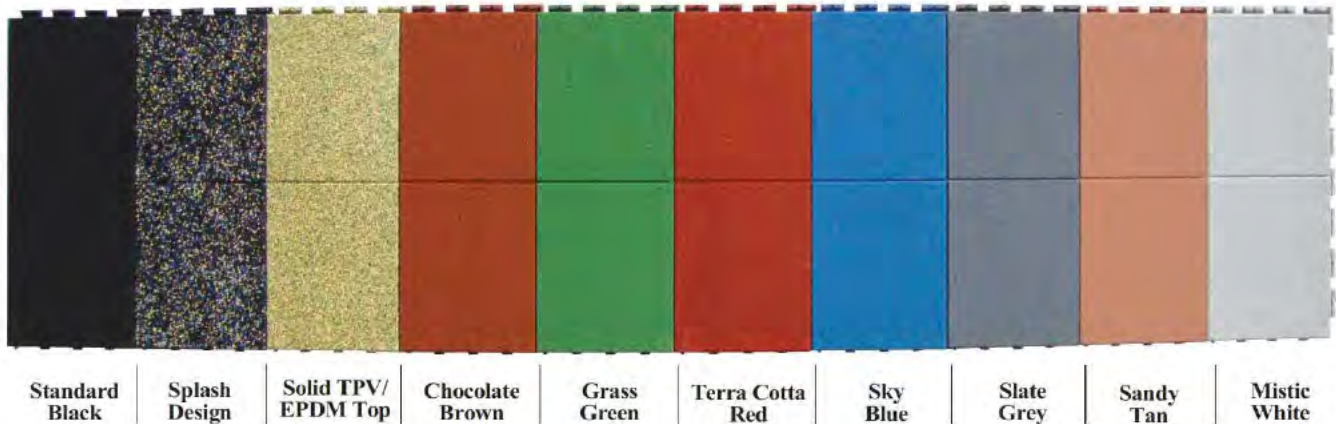


Product Series: Thicknesses



Standard Color choices (Pigment & EPDM)

All of Unity's interlocking unitary rubberized safety surfacing, flooring and paver products are made with tire buffing and crumb rubber granules recycled in-house and mixed with a clear urethane. Colored products are made with pigmented dyes combined with black rubber. These pigments are dispersed throughout the top. A wide variety of colors to choose from include: **Black**, **Splash Design**, **Solid TPV/EPDM TOP**, **Chocolate brown**, **Grass Green**, **Terra Cotta Red**, **Sky Blue**, **Slate Grey**, **Sandy Tan** & **Mystic White**.



UV Stabilization Chart

20+ Years

5+ Years

EPDM/TPV Chip Choices

The **Splash Design** and **SOLID TPV/EPDM TOP** tiles/mats/blocks/pavers can be manufactured using diverse color combinations and/or percentages generated from the TPV/EPDM granule chart listed below. As a result, one can have unlimited design potential that would compliment any playground, day care facility, fitness, athletic and/or recreational areas. TPV/EPDM color choices include:



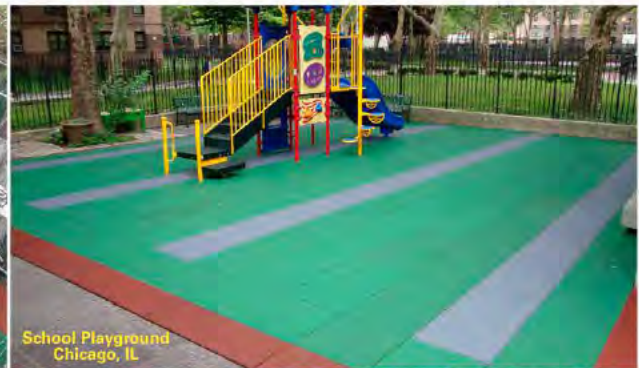
Installation

Our products place in the intermediate category regarding installation difficulty. Contractors carry out most of the installations. An installation manual/guide is available upon request and shipped with every order. Adhesive must be applied to a solid base and/or interlocks of our products. Tools that are common for typical installations include: a utility knife or jig saw for cutting, a straight edge to make your cuts accurately, a string line and tape measure. A trowel or caulking gun may be needed for gluing purposes.



The newly developed interlocking features can provide several types of installation procedures allowing one to stagger the joints/interlocks anywhere. This allows for free-flowing designs, layouts and patterns that are effortless to achieve with the "running bond" method, known as our "Step & Repeat", being most popular.

Designs/Layouts/Patterns



Painting Systems

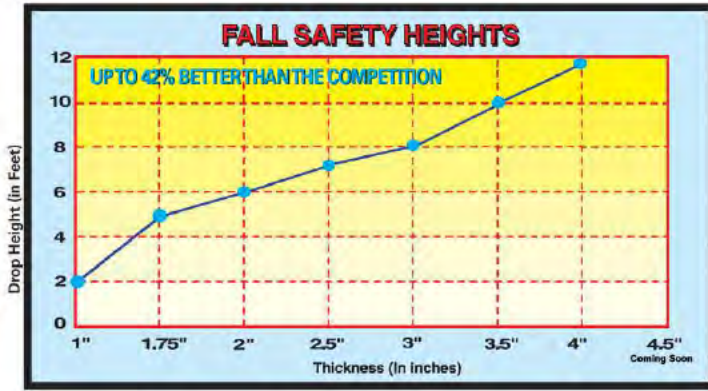
After many years of use, like other products on the market today, Unity's products can be painted for a fresh new look. We provide the necessary paints that can be sprayed on or simply rolled on for a brand new look. This application can provide less heat build up and extend the life of our products for many more years to come. We typically carry our standard pigmented colors. However, custom coloring is available upon request.

TERRA COTTA
GREEN
BLUE
WHITE
BROWN
PLUM
SUNBURST
TEAL
GOLD
RED
YELLOW

Test Results

Fall Safety Heights

G-MAX & HIC test results conducted at an independent testing laboratory per ASTM F-1292-09, F-355 Procedure C (ANSI Head-Form C), **PASSED**.



Weathering (Aging) Test

Test results conducted at an independent laboratory per ASTM C-67, & ASTM D-573, **PASSED**

Skid Resistance Test

Test results conducted at an independent laboratory per ASTM E-303, **PASSED**

Fire Retardant Test

Test results conducted at an independent laboratory per ASTM E-108 & E-648, **PASSED**

Accessibility-Rotational Penetrometer (ADA)

Test results conducted at an independent laboratory per ASTM F-1951-99, **PASSED**

Impact Resistance Test

Test conducted at an independent laboratory per UL 2218, Class 4, **PASSED**

Lead Content Test

Testing conducted at an independent laboratory per CPSC CH-E1002-08 (HR 4040 CPSI Act Of 2008) No Lead, **PASSED**

These critical tests are the value of avoiding legal problems resulting from lawsuits that stem from inappropriate ground cover. Unity meets or exceeds these ASTM, CPSC & ADA standards by up to 42% when compared with other competing products on the market today. Please ask about the many other tests we have completed as well.

Warranty

Due to the extreme durability of our safety surfacing, flooring and paver system, each and every product manufactured by Unity Creations, Ltd./Unity Surfacing Systems is backed by a full warranty to protect you and your investment from manufacturing defects. New "extended" warranties have also been added to further strengthen the guarantee of our products and services. Our warranties are specifically designed to assist architects, engineers, project managers and owners to maximize the cost and performance warranty benefits associated with our system. In the end, we offer our customers exceptional value that is unmatched in the industry. Contact Unity directly for more information. A written warranty is available upon request.



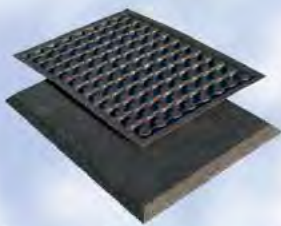
Finished Edging: Transition Ramps/Boarder Guards (Rubber Curbs)



When a wall, fence, curb, parapet or other bordering systems are not available, the transitional ramps and rubber curbs that we offer are a great solution to complement any area, giving it a complete "finished" look. Our ramps provide easy access to any surfacing/flooring area. They also comes in a wide variety of colors and thicknesses to fit your needs.

OEM

Wear-Pads



Border-Guard



*Please ask us about other OEM products that we can produce exclusively for you and your needs.

Approvals, Sponsors, Affiliates & Memberships

ADA - The Access Board Effective 1992, the Americans with Disabilities Act (ADA), a federal law, prohibits disability-based discrimination by states, local governments, and private entities. The ADA specifically requires that "each service, program, or activity conducted by a public entity, when viewed in its entirety, be readily accessible to, and usable by, individuals with disabilities". The Access Board provides resources, information and guidance related to the ADA, including insight on developing public spaces like rooftops that meet ADA guidelines. Unity meets or exceeds these standards via ASTM-F-1951-99.

ASTM - The American Society for Testing and Materials (ASTM) is the scientific and technical organization chiefly responsible for developing standards for testing different materials. ASTM introduced Standards for Consumer Safety Performance Specifications for Rooftop Applications designated as D3161, C518-98. It is the standard that establishes minimum acceptable performance specifications for most types of surfacing, flooring and pavers on rooftops. Unity meets or exceeds

these standards as seen throughout our brochure.



CPSC - The consumer product safety commission (CPSC) is an independent agency for the United States federal government whose purpose is to inform the public risks associated with consumer products. The CPSC's handbook for public playground safety is the reference tool for the playground industry, including specifications for the use of playground surfacing and recommendations. Unity meets or exceeds these standards as seen throughout our brochure.



ECOCYCLABLE - Ecocyclable™ is defined as any product being used more than once (i.e. reusable) as the same, or different, recycled product. Unity's safety surfacing, flooring and paver products can be used in many different locations over and over again. We are the only manufacturer to receive such a prestigious symbol.

NPPS - To address the growing concern for playground safety, the National Program for Playground safety (NPPS) was established in 1995 through a grant from the Center for Disease Control and Prevention. Located at the University of Northern Iowa, NPPS serves as a public resource for the latest in information on playground safety and injury prevention. Unity Creations, LTD./ Unity Surfacing Systems is a proud member of this organization.



USGBC - The USGBC (United States Green Building Council) via the LEED (Leadership in Energy & Environmental Design) is the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work. It is leading a national consensus for producing a new generation of buildings that deliver high performance inside and out. As a member of the USGBC program, using our products will help to achieve up to seven (7) LEED points/credits.

Unity Creations (Inc)'s Business Card Here:



Unity Creations, Ltd.
Unity Surfacing Systems
2847 St. NW (P.O. Box 9)
Bismarck ND 58107

T: (1-877) 41-Unity F: (458) 246-1700

Email: products@unitycreations.com
Internet: www.unitycreations.com

Unity believes that our products size, weight, durability, longevity, fall protection ratings (the highest in the industry), and ability to have an integrated self-interlocking feature (for rooftop applications), with bolt-down capabilities (for playground use), can be effectively and easily secured on site to eliminate the potential for wind-up-lift, vandalism and maintenance issues. Everyone at Unity Creations, Ltd. / Unity Surfacing Systems would like to thank you for your interest in our products and services.

www.surfacingssystem.com

A division of Unity Creations, Ltd.

"Unity" Surfacing Systems

Interlocking, Unitary Rubberized Safety Surfacing, Flooring & Pavers

ARCHITECTURAL & BALLAST ROOFING PAVERS



TURNING EMPTY ROOFTOPS INTO USABLE SPACES.



RESIDENTIAL • COMMERCIAL • INDUSTRIAL • INSTITUTIONAL



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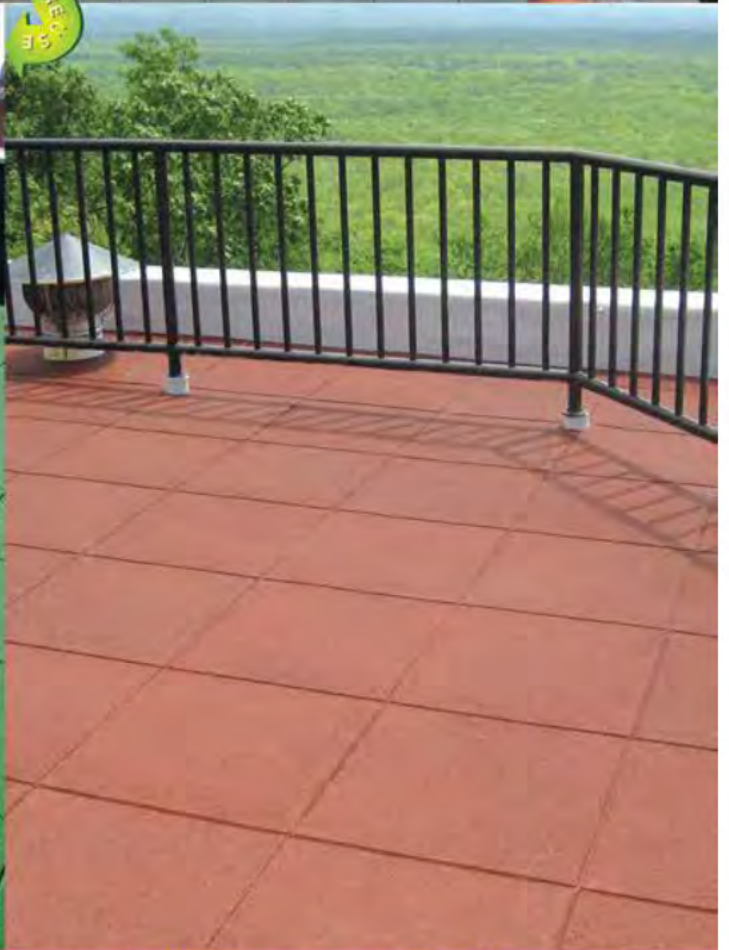
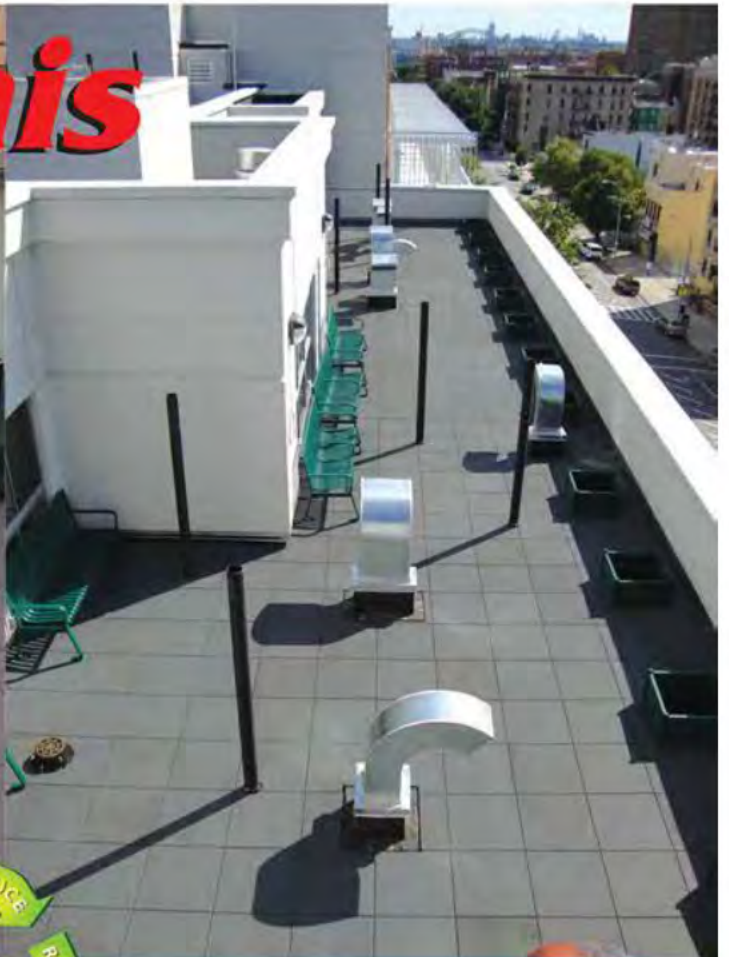
From This . . .



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To This



developed or computer generated to fool you. Our images are 100% authentic and real!

Our Safety Surfacing, Flooring and Paver Solutions:

Unity Creations, Ltd. / Unity Surfacing Systems products are engineered and manufactured using the best and safest materials available through our sister company which recycles tires and rubber in-house. Unity, a manufacturing business since 1987, has developed and patented a superior, resilient product made from 100% recycled tires and rubber that is clean and safe to use in almost any environment. Our ingenious design and unique features give us an unparalleled advantage over competing products in the industry.



** Custom blended TPV/EPDM top tiles with 85% white, 10% lt. grey, 5% black*

Unity has created an impressive way to turn unsightly rooftops into usable spaces while at the same time providing thermal and mechanical protection. The performance, long term value, color diversity and economical benefit of our products has appealed to architects, engineers, designers, building owners and managers when renovating and/or retrofitting such rooftop projects.

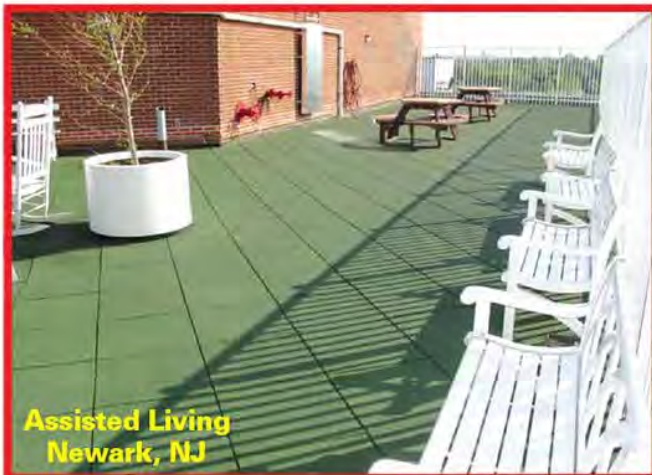


The sheer size, weight, durability, interlocking design, built-in pedestal system, coupled with our specially formulated one-part adhesives, provides resistance to premature wear and tear, wind-up lift, and leg fatigue. Unity's resilient tile/mat/block/paver system will conform to almost any sloped waterproofing membrane system - old or new. It also provides noise reduction when installed on such applications as this rooftop playground seen below:



“Thank you for the beautiful outdoor safety surfacing you installed on our rooftop playground. If you would see the breathtaking emotions of both children and staff, you would agree that a beautiful playground expands a child’s ability to value his or her own capabilities and celebrate others as well.”

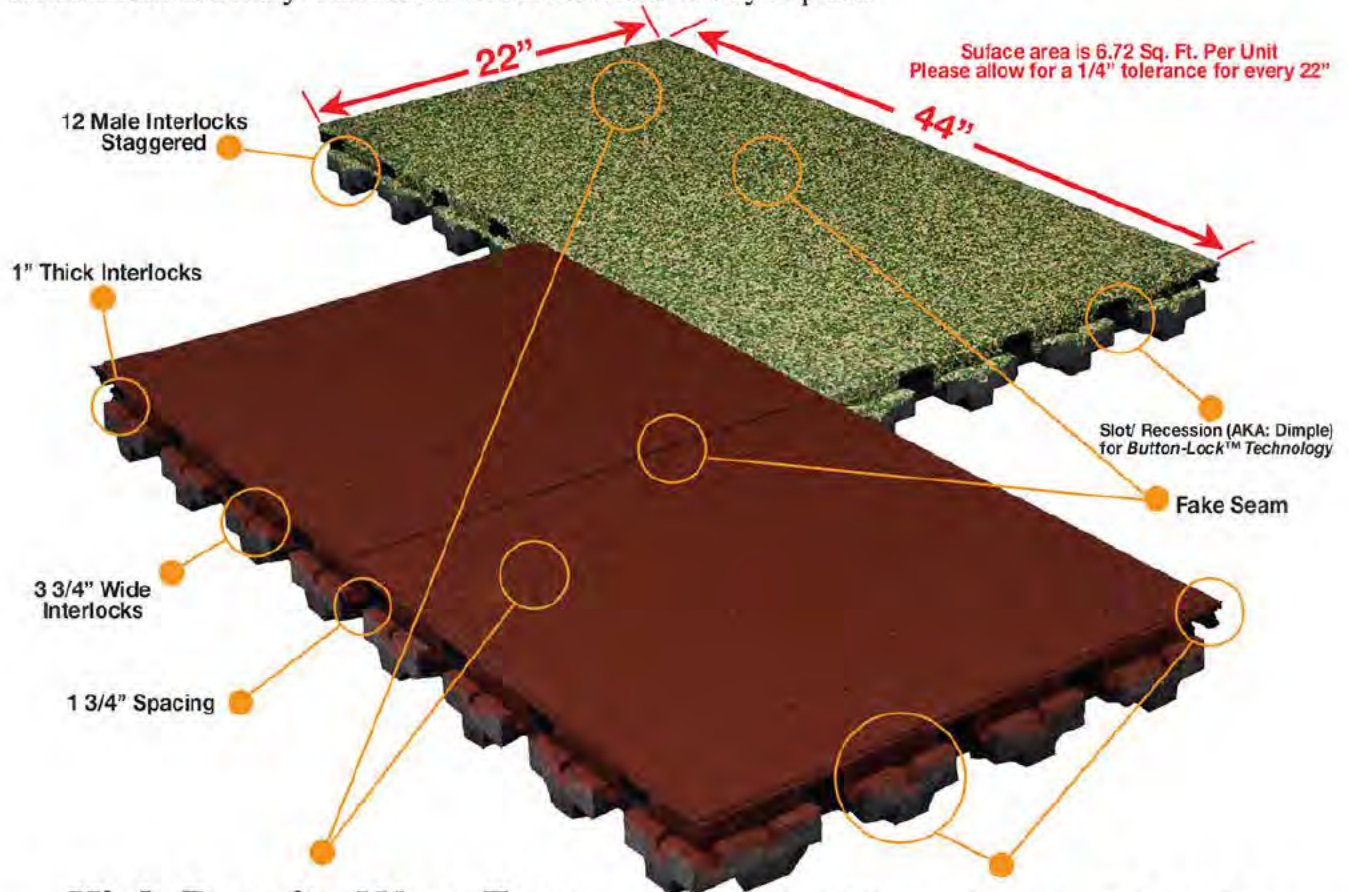
- Carol Hubner, Director of “The Gann Center”



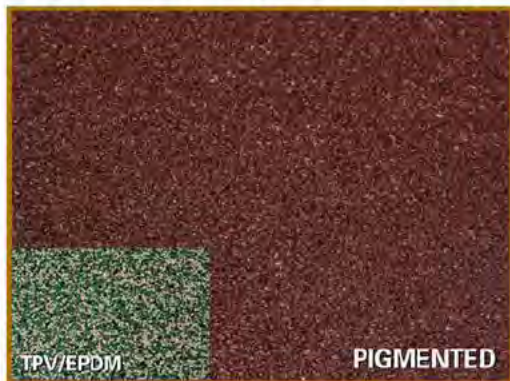
Space is the most valuable asset in most major cities. There is an increasing demand for our products to be installed on rooftops and indoors. We are the only manufacturer to pass several types of class “A” fire tests, including modified versions specifically for these applications, making our products superior for such installations. If required, a superior fire rated version is available prior to ordering.

PRODUCT SPECIFICATIONS - Top Side

Unlike other roofing surfaces, Unity features a flexible *double* tile/ mat/ block/ paver system. With it has a fake seam down the middle to accommodate and adjust to, minor low-sloped variations in a roof membrane. Our resilient double panel allows us to have a monolithic *Step & Repeat* pattern, which lines real seams with fake seams as if you were installing "brickwork." These technological developments in design act as a backup to further resist separation, curling, peeling and wind up-lift across a roof assembly. Fake seam force real seams to stay in place.

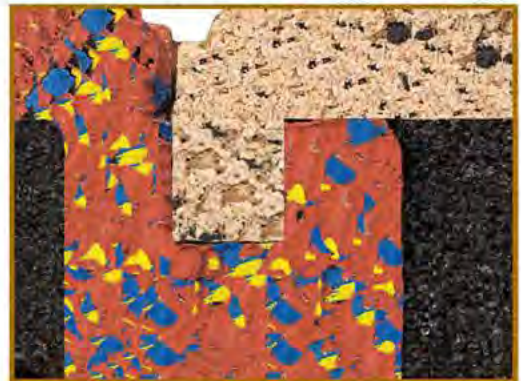


High Density Wear Tops



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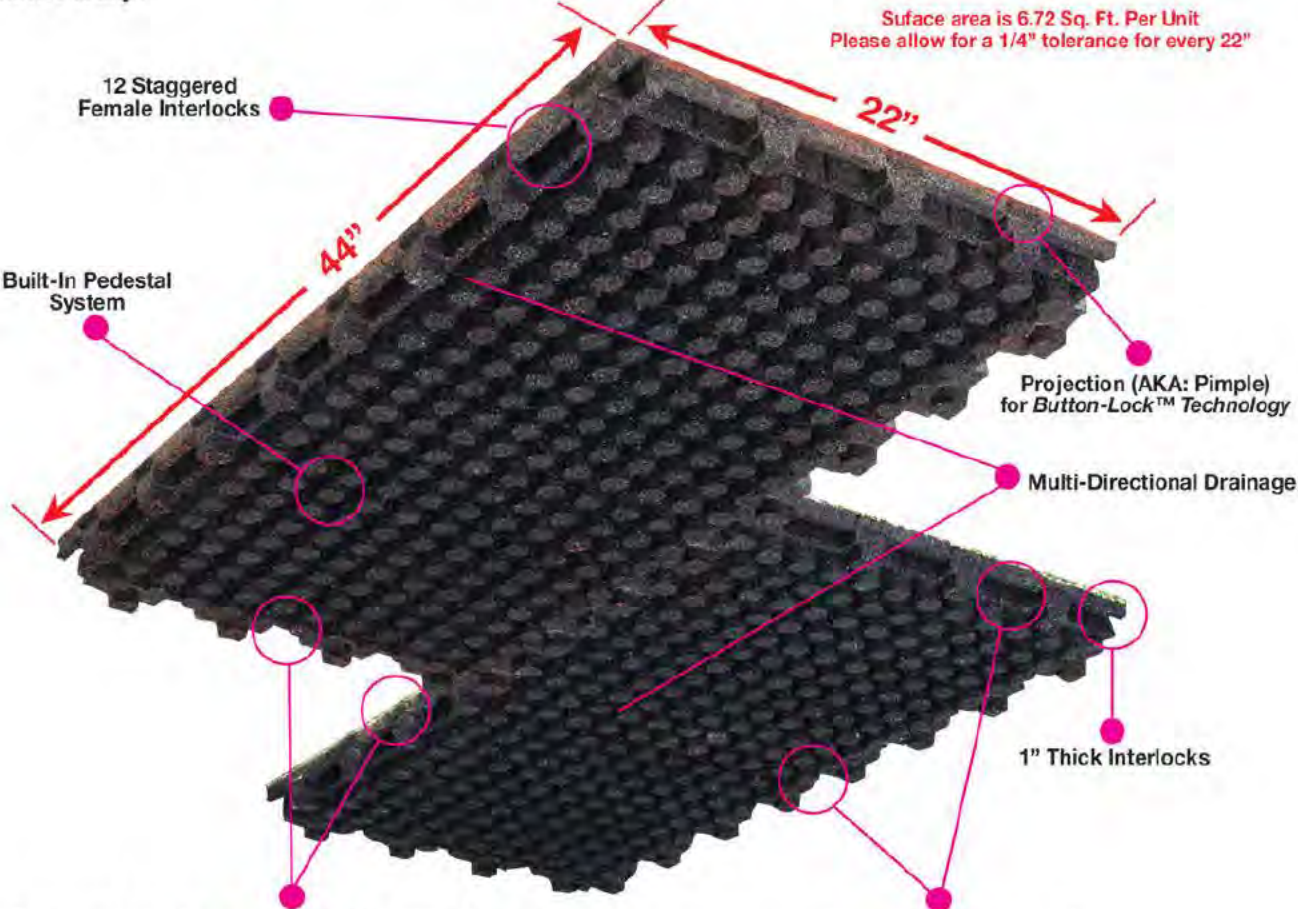
Self Interlocking Design



The patented durable C-shaped self-interlocking design is built directly into the product itself. It locks tightly together thanks to the supporting "back-wall," which prohibits unnecessary separation, curling, peeling, shifting and wind-up-lift. It is installed with our specially formulated glue/ adhesive, while still providing unlimited access to roof membranes for any maintenance related issues.

PRODUCT SPECIFICATIONS - Bottom Side

With this view from the bottom, one can see that our solid coned (feet and/ or leg) design acts as a shock absorber from falls onto the surface below. Being a water permeable product, it also helps with storm water management, by allowing water to flow freely and evenly to the drainage outlet when installed on a rooftop, or a solid sub-base such as concrete (cement) and/ or asphalt (blacktop). Our product design also eliminates any "hard spots" and/ or "picture framing," a common design problem with other competing products on the market today.

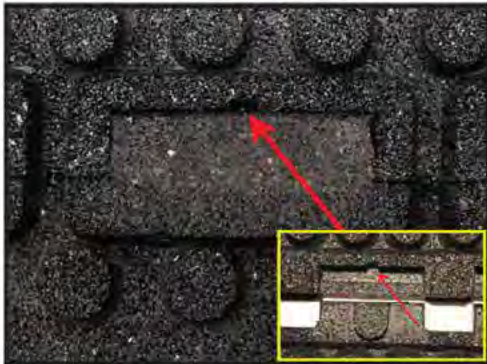


New Button-Lock™ Technology



A revolutionary advancement in design is our patented *Button-Lock™ technology* where the projection of one rubber paver is receivable by a corresponding slot/recession of another rubber paver. It is designed to literally "snap and hook" into place, which has been tested to provide an extra layer of protection to the end user. This additional locking mechanism provides the most secure installations on the market, both horizontally and vertically.

Glue Reservoir



Our unique glue drainage port is the only patented system on the market specifically engineered and designed to allow any access glue/adhesive, applied during the installation process, to ooze down and away from the top of our products. This provides the completed area with a nice clean finished look without the burden of glue being tracked onto the newly installed product by un-trained contractors/ installers.

Tile/ Mat/ Block/Paver Series

TOUGH-LAND TILES MATS BLOCKS



TOP VIEW

← 24" →



BOTTOM VIEW

↑ 24" ↓



Available from 1/2" & 3/4" (inches) thick, with brick or tile top look.

Handicapped Accessibility

A rooftop or any surfacing, flooring and/or paver area that has uncontrolled access may require a unitary surface (i.e. rubber tiles/mats/blocks/pavers) to ensure the highest standard of safety. It also reduces high maintenance costs commonly associated with heavy/hard concrete pavers and/or wood decking.



**School for the Disabled
Recreational Rooftop
Boston, Mass.**

More and more agencies are becoming aware of the fact that all public facilities must be handicapped accessible. With the 1991 passage of the "Americans with Disabilities Act" (ADA), many areas are being planned or modified to give people with disabilities an opportunity to participate in more everyday activities. Regardless of who you are, we make it easy to maneuver strollers, crutches, wheel chairs, canes, walkers, etc., as all of our products are designed to give those with or without disabilities and varying mobility's access to freely navigate as per ASTM's *Accessibility-Rotational Penetrometer* test.

Finished Edging: Transition Ramps/ Boarder Guards (Rubber Curbs)

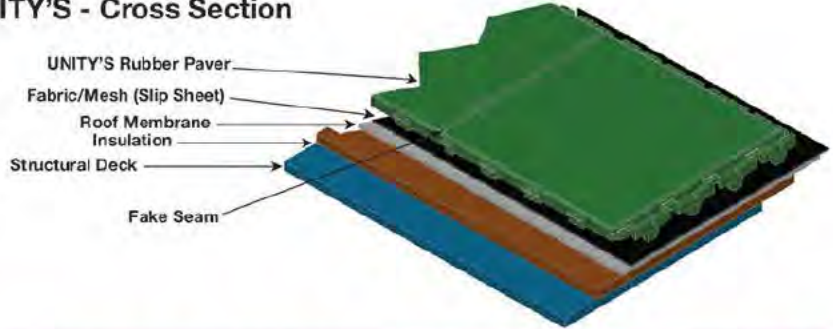


When a wall, fence, curb, parapet or other bordering systems are not available, the transitional ramps and rubber curbs that we offer are a great solution to complement any area, giving it a complete "finished" look. Our ramps provide easy access to any surfacing/flooring area. They also comes in a wide variety of colors and thicknesses to fit your needs.

Sub-Surfacing/Base Options

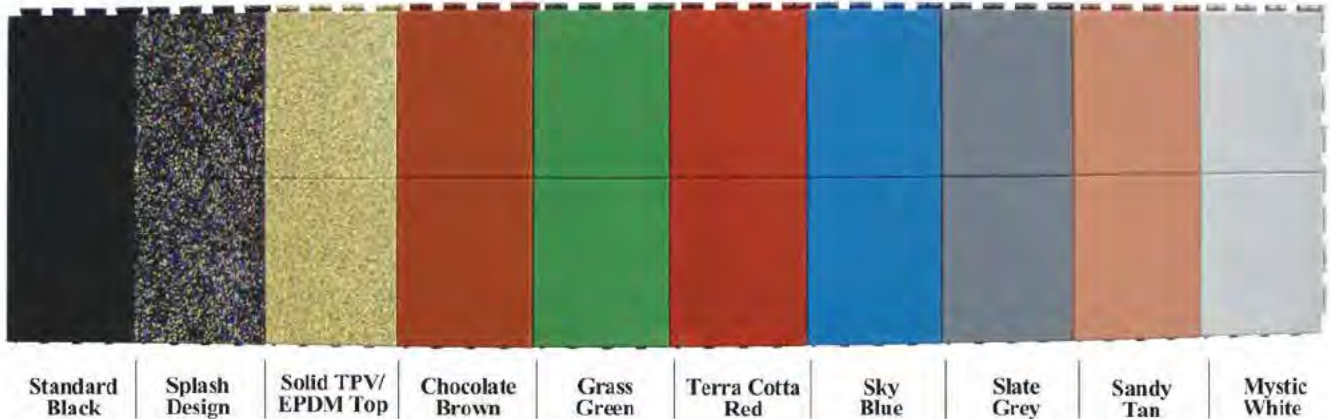
Since the life expectancy of our products is about 20 years or more (if properly maintained), we suggest installing standard roofing membrane, leaving a slight pitch for drainage. Other types of surfacing options include: concrete (cement) or asphalt (blacktop) crushed stone, quarry, wood decking, roofing and/or any standard indoor/outdoor flooring that does not have stress cracks.

UNITY'S - Cross Section



Standard Color Choices (Pigmented & EPDM)

All of Unity's interlocking unitary rubberized safety surfacing, flooring and paver products are made with tire buffings and crumb rubber granules recycled in-house and mixed with a clear urethane. Colorized products are made with pigmented dyes combined with black rubber. These pigments are dispersed throughout the top. A wide variety of colors to choose from include: Black, **Splash Design**, **Solid TPV/EPDM TOP**, **Chocolate Brown**, **Grass Green**, **Terra Cotta Red**, **Sky Blue**, **Slate Grey**, **Sandy Tan** & **Mystic White**.



UV Stabilization Chart

20+ Years

5+ Years

EPDM/TPV Chip choices

The **Splash Design** and **SOLID TPV/EPDM TOP** tiles/mats/blocks/pavers can be manufactured using diverse color combinations and/or percentages generated from the TPV/EPDM granule chart listed below. As a result, one can have unlimited design potential that would compliment any terrace, patio, plaza deck and/or rooftop area. TPV/EPDM color choices include:



Installation

Our products place in the intermediate category regarding installation difficulty. Contractors carry out most of the installations. An installation manual/guide is available upon request and shipped with every order. Adhesive must be applied to a solid base and/or interlocks of our products. Tools that are common for typical installations include: a utility knife or jig saw for cutting, a straight edge to make your cuts accurately, a string line and tape measure. A trowel or caulking gun may be needed for gluing purposes.



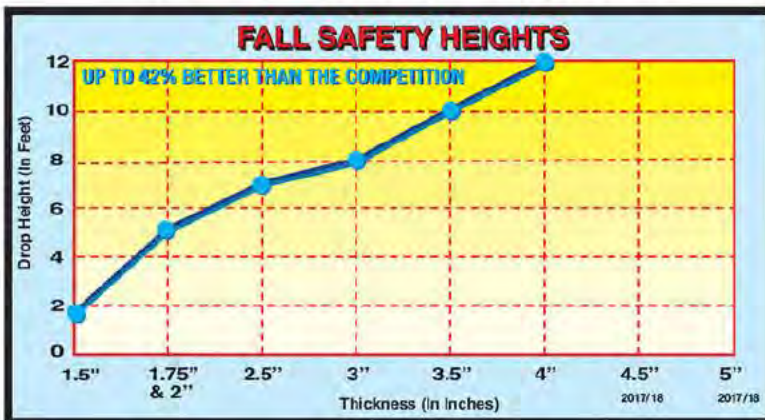
The newly developed interlocking features can provide several types of installation procedures allowing one to stagger the joints/interlocks anywhere. This allows for free-flowing designs, layouts and patterns that are effortless to achieve with the "running bond" method, known as our "Step & Repeat", being most popular.



Our products can be cut on site to conform to the most difficult of shapes and patterns. This gives the area a nice clean "finished" look for everyone to enjoy, as seen in the photographs above.

Test Results For Fall Safety Heights

G-MAX & HIC test results conducted at an independent testing laboratory per ASTM F-1292-09, F-355 Procedure C (ANSI Head-Form C), **PASSED**.



Weathering (Aging) Test

Test results conducted at an independent laboratory per ASTM C-67, & ASTM D-573, **PASSED**

Skid Resistance Test

Test results conducted at an independent laboratory per ASTM E-303, **PASSED**

Fire Retardant Test

Test results conducted at an independent laboratory per ASTM E-108 & E-648, **PASSED**

Thermal Conductivity (R-Value)

Test results conducted at an independent laboratory per ASTM C-518-98, **PASSED**

Reflectance/SRI & Emittance Test

Testing conducted at an independent laboratory per ASTM E-903, E-891 and E-1980..... **VARIES**

Wind-Uplift Test

Test conducted at an independent laboratory per ANSI 4474 & ASTM D3161. **PASSED**

Impact Resistance Test

Test conducted at an independent laboratory per UL 2218, Class 4. **PASSED**

These critical tests are the value of avoiding legal problems resulting from lawsuits that stem from inappropriate ground cover. Unity meets or exceeds these ASTM, CPSC & ADA standards by up to 42% when compared with other competing products on the market today.

Painting Systems

After many years of use, like other products on the market today, Unity's products can be painted for a fresh new look. We provide the necessary paints that can be sprayed on or simply rolled on for a brand new look. This application can provide less heat build up and extend the life of our products for many more years to come. We typically carry our standard pigmented colors. However, custom coloring is available upon request.



Warranty

Due to the extreme durability of our safety surfacing, flooring and paver system, each and every product manufactured by Unity Creations, Ltd./Unity Surfacing Systems is backed by a full warranty to protect you and your investment from manufacturing defects. New "extended" warranties have also been added to further strengthen the guarantee of our products and services. Our warranties are specifically designed to assist architects, engineers, project managers and owners to maximize the cost and performance warranty benefits associated with our system. In the end, we offer our customers exceptional value that is unmatched in the industry. Contact Unity directly for more information. A written warranty is available upon request.



*Custom Blended TPV/EPDM top tiles using 85% green, 10% black, 5% gray; 85% blue, 10% black, 5% gray and 85% gray, 10% black, 5% blue.

Before & After Examples



BEFORE - 2,000 Sq. Ft. Rooftop patio with shared use.



AFTER - Showing 1 3/4 rubber pavers in slate grey for a rustic look.



BEFORE - Residential building that has access for all to enjoy and use.



AFTER - Our ballast mats were selected over concrete to give the area a soft feel.

Approvals, Sponsors, Affiliates & Memberships

ADA - The Access Board Effective 1992, the Americans with Disabilities Act (ADA), a federal law, prohibits disability-based discrimination by states, local governments, and private entities. The ADA specifically requires that "each service, program, or activity conducted by a public entity, when viewed in its entirety, be readily accessible to, and usable by, individuals with disabilities". The Access Board provides resources, information and guidance related to the ADA, including insight on developing public spaces like rooftops that meet ADA guidelines. Unity meets or exceeds these standards via ASTM-F-1951-99.

ASTM - The American Society for Testing and Materials (ASTM) is the scientific and technical organization chiefly responsible for developing standards for testing different materials. ASTM introduced Standards for Consumer Safety Performance Specifications for Rooftop Applications designated as D3161, C518-98. It is the standard that establishes minimum acceptable performance specifications

for most types of surfacing, flooring and pavers on rooftops. Unity meets or exceeds these standards as seen throughout our brochure.

ANSI - The American National Standards Institute (ANSI) has served in its capacity as administrator and coordinator of the United States private sector voluntary standardization system. ANSI facilitates the development of American National Standards (ANS) per 4474. It is this standard that establishes minimum acceptable performance specifications for most types of surfacing, flooring and pavers on rooftops. UNITY meets or exceeds these standards as seen throughout our brochure.

ECOCYCLABLE - Ecocyclable™ is defined as any product being used more than once (i.e. reusable) as the same, or different, recycled product. Unity's safety surfacing, flooring and paver products can be used in many different locations over and over again. We are the only manufacturer to receive such a prestigious symbol.



UL - The Underwriters Laboratory (UL) is a global independent safety science company offering expertise across five key strategic businesses: Product Safety, Environment, Life & Health, Knowledge Services and Verification Services. Their breadth, established objectivity and proven history mean they are a symbol of trust and enable you to help provide peace of mind to all. The 2218 principle has been met or exceeded by Unity as seen throughout our brochure.



USGBC - The USGBC (United States Green Building Council) via the LEED (Leadership in Energy & Environmental Design) is the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work. It is leading a national consensus for producing a new generation of buildings that deliver high performance inside and out. As a member of the USGBC program, using our products will help to achieve up to seven (7) LEED points/credits.

Local Dealers: www.unitycreations.com



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Canaan, NY 12917

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E-mail: productinfo@unitycreations.com
Internet: www.unitycreations.com

Unity believes that our products size, weight, durability, longevity, fall protection ratings (the highest in the industry), and ability to have an integrated self-interlocking feature (for rooftop applications), with bolt-down capabilities (for playground use), can be effectively and easily secured on site to eliminate the potential for wind-up-lift, vandalism and maintenance issues. Everyone at Unity Creations, Ltd. / Unity Surfacing Systems would like to thank you for your interest in our products and services.

www.surfacingsystems.com

A division of Unity Creations, Ltd.

"Unity" Surfacing Systems™

Interlocking, Unitary Rubberized Safety Surfacing, Flooring & Pavers

PAVE-LAND TILE MAT BLOCK PAVER SYSTEM

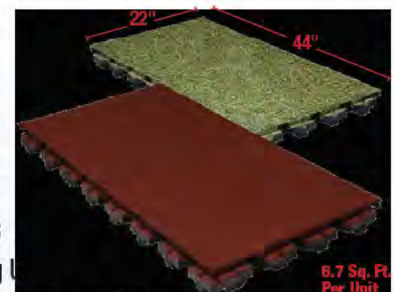
Our 1.75" and 2" thick Pave-Land Series is designed to meet and exceed all of your project needs for use on infant/toddler playground areas (yielding a 4ft and 5ft fall rating), rooftops, recreational areas, fitness facilities and more. It is the foundation for a smart, long-term investment in durability and beauty that will last for years to come.

As the industry leader, the superior raw materials we provide, coupled with our proprietary manufacturing process, unique design and large size product gives you the strongest, highest quality, environmentally friendly rubber tile system above all others.

All of our products are independently laboratory tested with respect to ASTM, CPSC, AD, FM safety standards and guidelines to be installed over new and existing sub-bases and rooftop, both indoors and outdoors.



- Easy to Install
- ADA Compliant
- Water Permeable
- Made in the USA
- Little to No Maintenance
- Built-in Pedestal Designs
- Does not Displace During Use
- Double Tiles Allows for Faster Installations
- Provides Thermal and Mechanical Protection
- Can Be Installed on Compacted Stone or Solid Sub-bases
- Conforms to Almost Any Low-Sloped Waterproofing Membranes
- Staggered Interlocks Allow for Free-Flowing Designs & Patterns.
- Ideal for Playgrounds, Rooftops, Fitness, Indoors and Outdoors, Etc.



High Density Wear Tops



Self Interlocking Design



New Bottom-Lock™ Technology



Glue Reservoir



Bolt-Down

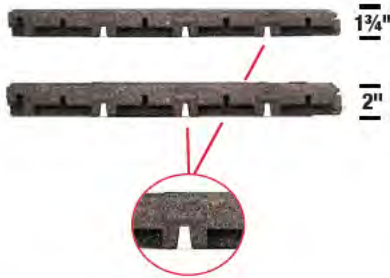


*The Bolt-Down method of installation should only be used on solid ground level installations and not rooftops what-so-ever.

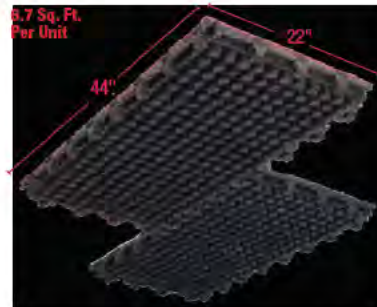


Technical Information

Thicknesses:



Bottom View:



Color Types:



*The bolt-down method of installation should only be used on solid ground level installations and not compacted stone bases nor rooftops what-so-ever.

Testing:

Testing Criteria:	Ref./Guide:	End Result:	Testing Lab:
Impact Attenuation	ASTM F1292-04	Yielding a Five (5') foot Fall Height Protection Rating	DTU/Element
Weathering/Aging	ASTMC67, D573	No Deterioration	TUV
Flamability	ASTM E108	Class A	V-Tec
Flamability	ASTM E108 for Roof Coverings	Class A (Burn Stop @ 38 sec.	V-Tec
Flamability	ASTM E648	Class 1 (0.45 watts/cm ²)	Govmark
Burn Pill	ASTM 2859	3.7"	Govmark
Skid Resistance	ASTM 303-93 (2013)	67 Wet / 80.25 Dry	V-Tec
ADA Accessibility	ASTM 1951-99	0.26 Firm / 0.28 Stability	Beneficial Designs
R-Value (Thermal Con)	ASTM C518-98	0.939 Con./2.4 Res. and <	SGS
Reflectance/SRI/Emittance	ASTM E903, E891 and E1980	5.1-68.6% Solar Ref./3-86 SRI	Atlas
Lead in Materials/Children's Products	CPSC-CH-E1002-08	2 ppm/ MDL	SGS
Water Penetration	Sustainable Storm Water Mgt./Run-off	0.13 gal. Body/0.21 gal. Seam	SGS
Pull Force	ANSI/FM 4474 Approval, Appendix B	132 lbf Vertical / 39.7 lbf Horizontal	SGS
Wind Resistance	ASTM D3161-09	150 mph for 2 hours	PRI
Class 4 Impact Resistance	UL 2218, 2010	No damage, tearing, fracturing, cracking, splitting, rupture, crazing, etc.	PRI
Tensile Strength, Elongation & Modulus	ASTM D412	0.87 Tensile, 0.75 @ Break/71.5% Elongation, 92.4% @ Break/3.49 Modulus	Element
Tear Resistance	ASTM 624	156 Peak Tearing Load / 11.3 Peak Tearing Strength	Element
Taber Abrasion Index	ASTM D3389	0.719	SGS
Durometer of Hardness	ASTM D2240	54 Points Shore A	Element
Compression Deflection	ASTM D1667	577 kPa @ 25% / 25.227 mm	Element
Coefficient of Thermal Expansion	ASTM E831	0.013 in/Ft Per Degree	Element
Mass Per Area/Thickness/Density/Force	ASTM D3676	14.28 kg/m ² / 74pcf / 1262 kg/m ² / 1460 kPa	Element
Compression Resistance	ASTM D3574	2.78 kN Load to Preset / 1030 kPa Compression Resistance	Element
Constant Deflection Compression Set	ASTM D5676 (1S) D593	99.9% Recovery	Element

*We undertake all assignments for our clients on a best efforts basis. Our findings and judgments are based on the information given to us using the lasted test methods available. We can only ensure the test results for the specific items tested. Unless otherwise noted in the deviations section of this report, all tests are performed in compliance with stated test method.

Local Dealers (606) 4 Business Card Here



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Email: products@unitycreationsystems.com
www.unitycreationsystems.com

Unity believes that our products size, weight, durability, longevity, fall protection ratings (the highest in the industry), and ability to have an integrated self-interlocking feature (for rooftop applications), with bolt-down capabilities (for playground use), can be effectively and easily secured on site to eliminate the potential for wind-up-lift, vandalism and maintenance issues. Everyone at Unity Creations, Ltd. / Unity Surfacing Systems would like to thank you for your interest in our products and services.

www.surfacingsystems.com



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"Unity" Surfacing Systems™

Interlocking, Unitary Rubberized Safety Surfacing, Flooring & Pavers

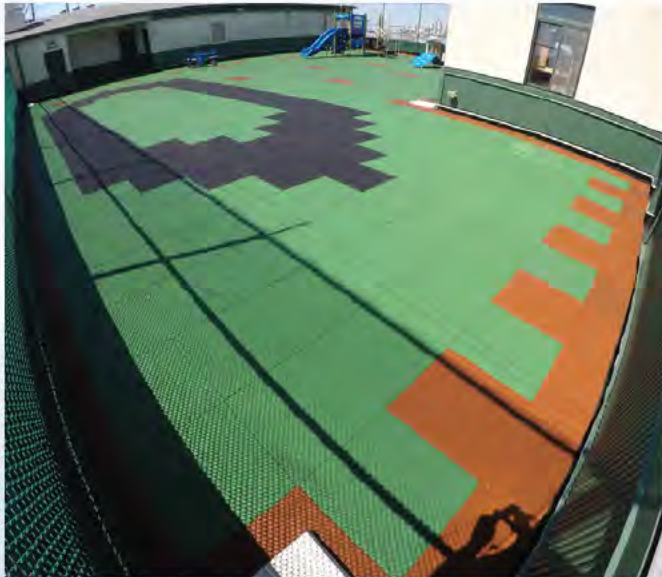
PLAY-LAND

TILE
MAT
BLOCK
PAVER
SYSTEM

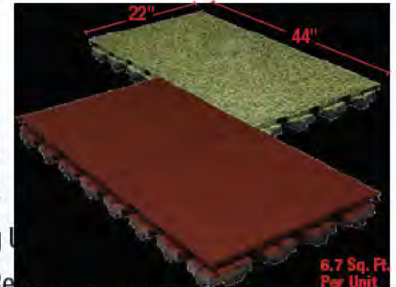
Our 2.5" thick Play-Land Series is designed to meet or exceed all of your project needs for use on medium height playground areas (yielding a 7ft fall rating or less), rooftops, recreational areas, fitness facilities and more. It is the foundation for a smart, long-term investment in durability and beauty that will last for years to come.

As the industry leader, the superior raw materials we provide, coupled with our proprietary manufacturing process, unique design and large size product gives you the strongest, highest quality, environmentally friendly rubber tile system above all others.

All of our products are independently laboratory tested with respect to ASTM, CPSC, AD, FM safety standards and guidelines to be installed over new and existing sub-bases and rooftop, both indoors and outdoors.



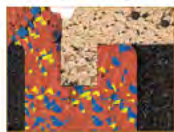
- Easy to Install
- ADA Compliant
- Water Permeable
- Little to No Maintenance
- Built-in Pedestal Designs
- Does not Displace During Use
- Made In The USA Using Recycled Rubber
- Double Tiles Allows for Faster Installations
- Provides Thermal and Mechanical Protection
- Conforms to Any Low-Sloped Waterproofing Membranes
- Can Be Installed on Compacted Stone or Solid Sub-bases
- Staggered Locks Allow for Free-Flowing Designs & Layouts
- Ideal for Playgrounds, Rooftops, Fitness, Schools, Parks, Etc.



High Density Wear Tops



Self Interlocking Design



New Bottom-Lock™ Technology



Glue Reservoir



Bolt-Down

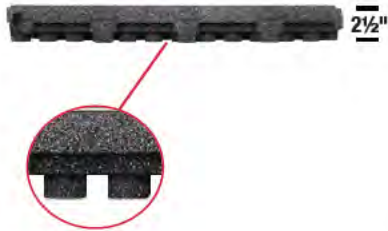


**The Bolt-Down method of installation should only be used on solid ground level installations and not rooftops what-so-ever.*

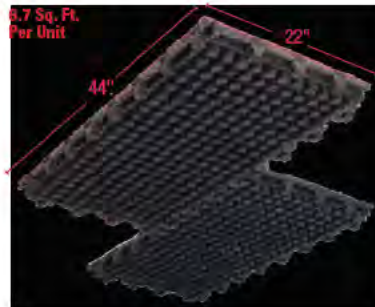


Technical Information

Thicknesses:



Bottom View:



Color Types:



*The bolt-down method of installation should only be used on solid ground level installations and not compacted stone bases nor rooftops what-so-ever.

Testing:

Testing Criteria:	Ref./Guide:	End Result:	Testing Lab:
Impact Attenuation	ASTM F1292-04	Yielding a Seven (7') foot Fall Height Protection Rating	DTI/Element
Weathering/Aging	ASTM C67, D573	No Deterioration	TUV
Flamability	ASTM E108	Class A	V-Tec
Flamability	ASTM E108 for Roof Coverings	Class A (Burn Stop @ 38 sec.	V-Tec
Flamability	ASTM E648	Class 1 (0.45 watts/cm2)	Govmark
Burn Pill	ASTM 2859	3.7"	Govmark
Skid Resistance	ASTM 303-93 (2013)	67 Wet / 80.25 Dry	V-Tec
ADA Accessibility	ASTM 1951-99	0.26 Firm / 0.28 Stability	Beneficial Designs
R-Value (Thermal Ccn)	ASTM C518-98	0.939 Con./2.4 Res. and <	SGS
Reflectance/SRI/Emittance	ASTM E903, E891 and E1980	5.1-68.6 %Solar Ref./3-86 SRI	Atlas
Lead in Materials/Children's Products	CPS-CHE1002-08	2 ppm/ MDL	SGS
Water Penetration	Sustainable Storm Water Mgt./Run-off	0.13 gal. Body/0.21 gal. Seam	SGS
Pull Force	ANSI/FM 4474 Approval, Appendix B	132 lbf Vertical / 39.7 lbf Horizontal	SGS
Wind Resistance	ASTM D3161-09	150 mph for 2 hours	PRI
Class 4 Impact Resistance	UL 2218, 2010	No damage, tearing, fracturing, cracking, splitting, rupture, crazing, etc.	PRI
Tensile Strength, Elongation & Modulus	ASTM D412	0.87 Tensile, 0.75 @ Break/71.5% Elongation, 92.4% @ Break/3.49 Modulus	Element
Tear Resistance	ASTM 624	156 Peak Tearing Load / 11.3 Peak Tearing Strength	Element
Taber Abrasion Index	ASTM D3389	0.719	SGS
Durometer of Hardness	ASTM D2240	54 Points Shore A	Element
Compression Deflection	ASTM D1667	577 kPa @ 25% / 25.227 mm	Element
Coefficient of Thermal Expansion	ASTM E831	0013 in/Ft Per Degree	Element
Mass Per Area/Thickness/Density/Force	ASTM D3676	14.28 kg/m2 / 74pcf / 1262 kg/m2 / 1460 kPa	Element
Compression Resistance	ASTM D3574	2.78 kN Load to Preset / 1030 kPa Compression Resistance	Element
Constant Deflection Compression Set	ASTM D3676 (1S) D393	99.9% Recovery	Element

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www.unitycreationsystems.com

Unity believes that our products size, weight, durability, longevity, fall protection ratings (the highest in the industry), and ability to have an integrated self-interlocking feature (for rooftop applications), with bolt-down capabilities (for playground use), can be effectively and easily secured on site to eliminate the potential for wind-up-lift, vandalism and maintenance issues. Everyone at Unity Creations, Ltd. / Unity Surfacing Systems would like to thank you for your interest in our products and services.

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"Unity" Surfacing Systems™

Interlocking, Unitary Rubberized Safety Surfacing, Flooring & Pavers

SOFT-LAND

TILE
MAT
BLOCK
PAVER
SYSTEM

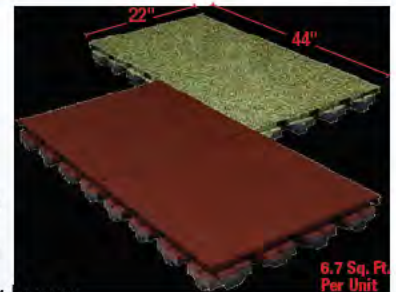
Our 3" and 3.5" Thick Soft-Land Series is designed to meet and exceed all of your project needs for use on larger scale playground areas., Rock-walls, recreational areas, diving boards, etc. Where an eight (8") and ten (10") foot fall rates are needed. It is the foundation for a smart, long-term investment in durability and beauty that will last for years to come.

As the industry leader, the superior raw materials we provide, coupled with our proprietary manufacturing process. Unique design and large size product gives you the strongest, highest quality, environmentally friendly rubber tile system above all over.

All of our products are independently laboratory tested with respect to ASTM, CPSC, AD, FM safety standards and guidelines to be installed over new and existing sub-bases and/or rooftops, both indoors and outdoors.



- Easy to install
- ADA compliant
- Water Permeable
- Made in the USA
- Little To No Maintenance
- Built-In Pedestal System
- Does Not Displace During Usage
- Double Tiles Allows For Faster Installations
- Provides Thermal and Mechanical Protection
- Can Be Installed on Compacted Stone or Solid Sub-Bases
- Staggered Interlocks Allow for Free-Flowing Designs & Layouts
- Ideal For Tall Playgrounds, Diving Boards, Rock Wall, indoors & out.



High Density Wear Tops



Self Interlocking Design



New Bottom-Lock™ Technology



Glue Reservoir



Bolt-Down



**The Bolt-Down method of installation should only be used on solid ground level installations and not rooftops what-so-ever.*

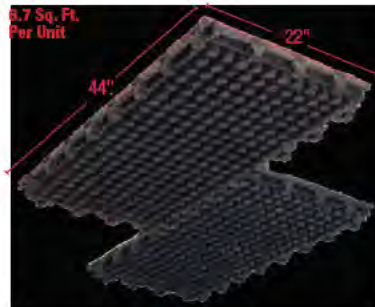


Technical Information

Thicknesses:



Bottom View:



Color Types:



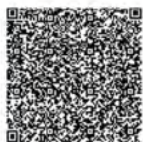
*The bolt-down method of installation should only be used on solid ground level installations and not compacted stone bases nor rooftops what-so-ever.

Testing:

Testing Criteria:	Ref./Guide:	End Result:	Testing Lab:
Impact Attenuation	ASTM F1292-04	See Chart Below	DTU/Element
Weathering/Aging	ASTMC67, D573	Yielding an Eight and Ten (8' & 10') Ft. Fall Height Protection Rating	TUV
Flamability	ASTM E108	Class A	V-Tec
Flamability	ASTM E108 for Roof Coverings	Class A (Burn Stop @ 38 sec.	V-Tec
Flamability	ASTM E648	Class 1 (0.45 watts/cm ²)	Govmark
Burn Pill	ASTM 2859	3.7"	Govmark
Skid Resistance	ASTM 303-93 (2013)	67 Wet / 80.25 Dry	V-Tec
ADA Accessibility	ASTM 1951-99	0.26 Firm / 0.28 Stability	Beneficial Designs
R-Value (Thermal Con)	ASTM C518-98	0.939 Con./2.4 Res. and <	SGS
Reflectance/SRI/Emittance	ASTM E903, E891 and E1980	5.1-68.6% Solar Ref./3-86 SRI	Atlas
Lead in Materials/Children's Products	CPSC-CH-E1002-08	2 ppm/ MDL	SGS
Water Penetration	Sustainable Storm Water Mgt./Run-off	0.13 gal. Body/0.21 gal. Seam	SGS
Pull Force	ANSI/FM 4474 Approval, Appendix B	132 lbf Vertical / 39.7 lbf Horizontal	SGS
Wind Resistance	ASTM D3161-09	150 mph for 2 hours	PRI
Class 4 Impact Resistance	UL 2218, 2010	No damage, tearing, fracturing, cracking, splitting, rupture, crazing, etc.	PRI
Tensile Strength, Elongation & Modulus	ASTM D412	0.87 Tensile, 0.75 @ Break/71.5% Elongation, 92.4% @ Break/3.49 Modulus	Element
Tear Resistance	ASTM 624	156 Peak Tearing Load / 11.3 Peak Tearing Strength	Element
Taber Abrasion Index	ASTM D3389	0.719	SGS
Durometer of Hardness	ASTM D2240	54 Points Shore A	Element
Compression Deflection	ASTM D1667	577 kPa @ 25% / 25.227 mm	Element
Coefficient of Thermal Expansion	ASTM E831	0.013 in/Ft. Per Degree	Element
Mass Per Area/Thickness/Density/Force	ASTM D3676	14.28 kg/m ² / 74pcf / 1262 kg/m ² / 1460 kPa	Element
Compression Resistance	ASTM D3574	2.78 kN Load to Preset / 1030 kPa Compression Resistance	Element
Constant Deflection Compression Set	ASTM D5676 (15) D593	99.9% Recovery	Element

*We undertake all assignments for our clients on a best efforts basis. Our findings and judgments are based on the information given to us using the lasted test methods available. We can only ensure the test results for the specific items tested. Unless otherwise noted in the deviations section of this report, all tests are performed in compliance with stated test method.

Local Dealers (609) 421-8888



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www.unitysurfacing.com

Unity believes that our products size, weight, durability, longevity, fall protection ratings (the highest in the industry), and ability to have an integrated self-interlocking feature (for rooftop applications), with bolt-down capabilities (for playground use), can be effectively and easily secured on site to eliminate the potential for wind-up-lift, vandalism and maintenance issues. Everyone at Unity Creations, Ltd. / Unity Surfacing Systems would like to thank you for your interest in our products and services.

www.surfacingssystem.com



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A division of Unity Creations, Ltd.

"Unity" Surfacing Systems™

Interlocking, Unitary Rubberized Safety Surfacing, Flooring & Pavers

XL-SERIES

TILE
MAT
BLOCK
PAVER
SYSTEM

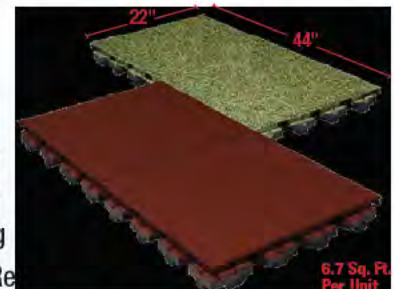
Our 4" thick XL-Series is designed to meet and exceeds all of your project needs for use on TALL playground areas, rock-walls, recreational areas, diving boards, etc. Where a twelve (12') foot fall rating is required. It is the foundation for a smart, long-term investment in durability and beauty that will last for years to come.

As the industry leader, the superior raw materials we provide, coupled with our proprietary manufacturing process, unique design and large size product gives you the strongest, high quality, environment friendly rubber tile system above all others.

All of our products are independently laboratory tested with respect to ASTM, CPS, AD, FM safety standards and guidelines to be installed over new and existing sub-bases and/or rooftops, both indoors and outdoors.



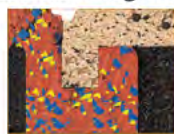
- Easy to install
- ADA compliant
- Water Permeable
- Little To No Maintenance
- Built-In Pedestal System
- Does Not Displace During
- Made In The USA Using Re
- Double Tiles Allows for Faster Installations
- Provides Thermal and Mechanical Protection
- Can Be Installed on Compacted Stone or Solid Sub-Bases
- Conforms to Any Low-Sloped Waterproofing Membranes
- Staged Locks Allow for Free-Flowing Designs & Layouts
- Ideal for Playgrounds, Rooftops, Fitness, Indoors and Outdoors, Etc.



High Density Wear Tops



Self Interlocking Design



New Bottom-Lock™ Technology



Glue Reservoir



Bolt-Down



*The Bolt-Down method of installation should only be used on solid ground level installations and not rooftops what-so-ever.

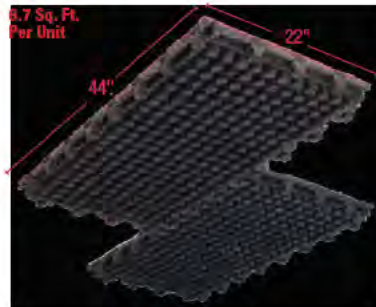


Technical Information

Thicknesses:



Bottom View:



Color Types:



*The bolt-down method of installation should only be used on solid ground level installations and not compacted stone bases nor rooftops what-so-ever.

Testing:

Testing Criteria:	Ref./Guide:	End Result:	Testing Lab:
Impact Attenuation	ASTM F1292-04	Yielding a Twelve (12') Foot Fall Height Protection Rating	DTU/Element
Weathering/Aging	ASTMC67, D573	No Deterioration	TUV
Flamability	ASTM E108	Class A	V-Tec
Flamability	ASTM E108 for Roof Coverings	Class A (Burn Stop @ 38 sec.	V-Tec
Flamability	ASTM E648	Class 1 (0.45 watts/cm ²)	Govmark
Burn Pill	ASTM 2859	3.7"	Govmark
Skid Resistance	ASTM 303-93 (2013)	67 Wet / 80.25 Dry	V-Tec
ADA Accessibility	ASTM 1951-99	0.26 Firm / 0.28 Stability	Beneficial Designs
R-Value (Thermal Con)	ASTM C518-98	0.939 Con./2.4 Res. and <	SGS
Reflectance/SRI/Emittance	ASTM E903, E891 and E1980	5.1-68.6% Solar Ref./3-86 SRI	Atlas
Lead in Materials/Children's Products	CPSC-CH-E1002-08	2 ppm/ MDL	SGS
Water Penetration	Sustainable Storm Water Mgt./Run-off	0.13 gal. Body/0.21 gal. Seam	SGS
Pull Force	ANSI/FM 4474 Approval, Appendix B	132 lbf Vertical / 39.7 lbf Horizontal	SGS
Wind Resistance	ASTM D3161-09	150 mph for 2 hours	PRI
Class 4 Impact Resistance	UL 2218, 2010	No damage, tearing, fracturing, cracking, splitting, rupture, crazing, etc.	PRI
Tensile Strength, Elongation & Modulus	ASTM D412	0.87 Tensile, 0.75 @ Break/71.5% Elongation, 92.4% @ Break/3.49 Modulus	Element
Tear Resistance	ASTM 624	156 Peak Tearing Load / 11.3 Peak Tearing Strength	Element
Taber Abrasion Index	ASTM D3389	0.719	SGS
Durometer of Hardness	ASTM D2240	54 Points Shore A	Element
Compression Deflection	ASTM D1667	577 kPa @ 25% / 25.227 mm	Element
Coefficient of Thermal Expansion	ASTM E831	0.013 in/Ft Per Degree	Element
Mass Per Area/Thickness/Density/Force	ASTM D3676	14.28 kg/m ² / 74pcf / 1262 kg/m ² / 1460 kPa	Element
Compression Resistance	ASTM D3574	2.78 kN Load to Preset / 1030 kPa Compression Resistance	Element
Constant Deflection Compression Set	ASTM D5676 (1S) D593	99.9% Recovery	Element

*We undertake all assignments for our clients on a best efforts basis. Our findings and judgments are based on the information given to us using the lasted test methods available. We can only ensure the test results for the specific items tested. Unless otherwise noted in the deviations section of this report, all tests are performed in compliance with stated test method.

Local Dealers (606) Business Card Here

Unity Creations, Ltd.
Unity Surfacing Systems
20475 1st Ave. Unit 101
Bouquet, NY 13777

T: (517) 441-1000 F: (517) 441-1700
Email: products@unitycreations.com
www.unitycreations.com

Unity believes that our products size, weight, durability, longevity, fall protection ratings (the highest in the industry), and ability to have an integrated self-interlocking feature (for rooftop applications), with bolt-down capabilities (for playground use), can be effectively and easily secured on site to eliminate the potential for wind-up-lift, vandalism and maintenance issues. Everyone at Unity Creations, Ltd. / Unity Surfacing Systems would like to thank you for your interest in our products and services.

www.surfacingsystems.com



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A division of Unity Creations, Ltd.

"Unity" Surfacing Systems™

Interlocking, Unitary Rubberized Safety Surfacing, Flooring & Pavers

TURF-TOP

TILE
MAT
BLOCK
PAVER
SYSTEM

Seeing is believing as our unique manufacturing process chemically binds our turf material into a homogeneous unit, delivering the most durable, strongest manufactured product on the market today.

Choosing our turf-top products is the foundation for a smart, long-term investment in durability and beauty. As the industry leader, the superior turf material that we offer, couple with our recycled rubber, gives you the highest quality, environmentally friendly system above all others. It is designed to meet or exceed all of your project needs for use on playgrounds, rooftops, recreational areas, fitness facilities and more.

All of our products are independently laboratory tested with respect to ASTM, CPSC, ADA, FM safety standards and guidelines to be installed over new and existing sub-surfaces (both indoors and outdoors) and/or rooftops.

Architects, engineers, designers, owners and property managers can plan for future projects using our turf-top products as the newest alternative to safety surfacing, flooring and paver applications for use indoors and outdoors.

Rooftop-Multi Use

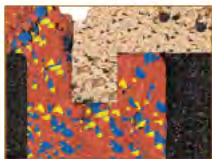


- Antistatic Yarns
- Heat Resistant Technology
- Pile Heights from: 1" to 1.4" (in)
- Dense, 64-80 Ounce Face Weight
- 20-24oz Antimicrobial secondary
- Four Types of Top: Agility, Multi Use, Pet, Play
- Available Thickness: 1.75", 2.0", 2.5", 3.0", 3.5" & 4"
- Ideal for Playgrounds, Rooftops, Pet Areas, Fitness, Etc.



* "Playground" Turf also available in: **Blue, White, Red, Yellow**

Self Interlocking Design



New Bottom-Lock™ Technology



Glue Reservoir



Bolt-Down



*The Bolt-Down method of installation should only be used on solid ground level installations and not rooftops what-so-ever.



Technical Information

Bottom Portion of Product:

Testing Criteria:	Ref./Guide:	End Result:	Testing Lab:
Impact Attenuation	ASTM F1292-04	See Chart Below	DTI/Element
Weathering/Aging	ASTMC67, D573	No Deterioration	TUV
Flamability	ASTM E108	Class A	V-Tec
Flamability	ASTM E108 for Roof Coverings	Class A (Burn Stop @ 38 sec.)	V-Tec
Flamability	ASTM E648	Class 1 (0.45 watts/cm2)	Govmark
Burn Pill	ASTM 2859	3.7"	Govmark
Skid Resistance	ASTM 303-93 (2013)	67 Wet / 80.25 Dry	V-Tec
ADA Accessibility	ASTM 1951-99	0.26 Firm / 0.28 Stability	Beneficial Designs
R-Value (Thermal Con)	ASTM C518-98	0.939 Con./2.4 Res. and <	SGS
Reflectance/SRI/Emittance	ASTM E903, E891 and E1980	5.1-68.6 %Solar Ref./3-86 SRI	Atlas
Lead in Materials/Children's Products	CPS-CHE-1002-08	2 ppm/ MDL	SGS
Water Penetration	Sustainable Storm Water Mgt./Run-off	0.13 gal. Body/0.21 gal. Seam	SGS
Pull Force	ANSI/FM 4474 Approval, Appendix B	132 lbf Vertical / 39.7 lbf Horizontal	SGS
Wind Resistance	ASTM D3161-09	150 mph for 2 hours	PRI
Class 4 Impact Resistance	UL 2218, 2010	No damage, tearing, fracturing, cracking, splitting, rupture, crazing, etc.	PRI
Tensile Strength, Elongation & Modulus	ASTM D412	0.87 Tensile, 0.75 @ Break/71.5% Elongation, 92.4% @ Break/3.49 Modulus	Element
Tear Resistance	ASTM 624	156 Peak Tearing Load / 11.3 Peak Tearing Strength	Element
Taber Abrasion Index	ASTM D3389	0.719	SGS
Durometer of Hardness	ASTM D2240	54 Points Shore A	Element
Compression Deflection	ASTM D1667	577 kPa @ 25% / 25.227 mm	Element
Coefficient of Thermal Expansion	ASTM E831	0.013 in/Ft Per Degree	Element
Mass Per Area/Thickness/Density/Force	ASTM D3676	14.28 kg/m2 / 74pcf / 1262 kg/m2 / 1460 kPa	Element
Compression Resistance	ASTM D3574	2.78 kN Load to Preset / 1030 kPa Compression Resistance	Element
Constant Deflection Compression Set	ASTM D5676 (15) D595	99.9% Recovery	Element

Top (Turf) Portion of Product:

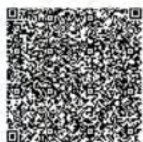
Testing Criteria:	Ref./Guide:	End Result:
Fiber ID: Melt Point	ASTM D1338	118-122 Degrees C
Yarn Denier	ASTM D1577-07	10,755 - 12,594 Monofilament
Average Yarn Filament Width	ASTM D3218-07	Mono = 1,248 microns/Thatch = 715 microns
Average Yarn Filament Thickness	ASTM D3218-07	Mono = 270 microns/Thatch = 126 microns
Total Lead Content digested by 3052	ASTM F2765/EPA 3052, 6010	< 0.5mg/KG
Av. Weight: Total Pile Yarn, Prim, & 2nd Baking	ASTM D5048-10e1	101,72/71.94/8.30/21.47 oz/yd
Pile Heights: Agility, Multi, Pet, Play	ASTM D5823-19	1.0", 1.0", 1.25" and 1.4" (inches)
Average Stitch Count and Gauge	ASTM D5793-18	5.17 Stitches per inch / 3/8" Gauge
Average Tuft Bind Strength	ASTM D1335-17e1	11.6 lbs. force
Average Grab Tear-Length, MD & Width, CMD	ASTM D5034-09 (2017)	203 lbs force/225 lbs force/58lbs force @ 9N
Average Pill Flammability	ASTM D2859-16	8 out of 8 Pass / Meet 15CFR 1630 (FF1-70)
Average Abrasive Index	ASTM F1015-64 (2017)	27
Average Drainage Capacity	ASTM F1551, DIN 18-035	631 inches/hr
Average ADA Wheelchair Accessibility	ASTM F1951-14	Passes/Base = 14.81-10.68/Client: 6.89-6.29

Critical Fall Height Protection Rating Chart



*The melt point and total lead testing were not tested for individual values for mono and thatch. Both mono and thatch fibers were chopped and blended together to provide an overall result. We undertake all assignments for our clients on a best efforts basis. Our findings and judgements are based on the information given to us using the latest test methods available. We can only ensure the test results for the specific items tested. Unless otherwise noted in the deviations section of this report, all tests are performed in compliance with stated test method.

Local Division (508) 418-1111



Unity Creations, Ltd.
Unity Surfacing Systems
20070 1st Ave. W. Suite 100
Burien, WA 98148

Tel: (509) 841-1000 Fax: (509) 841-1700
E-mail: info@unitycreations.com
www.unitycreations.com

Unity believes that our products size, weight, durability, longevity, fall protection ratings (the highest in the industry), and ability to have an integrated self-interlocking feature (for rooftop applications), with bolt-down capabilities (for playground use), can be effectively and easily secured on site to eliminate the potential for wind-up-lift, vandalism and maintenance issues. Everyone at Unity Creations, Ltd. / Unity Surfacing Systems would like to thank you for your interest in our products and services.

www.surfacingsystems.com



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A product of: Unity Creations, LTD.

"Unity" Surfacing Systems™

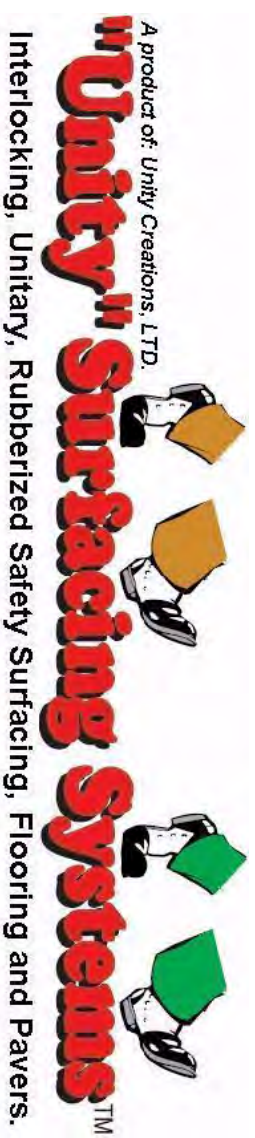
Interlocking, Unitary, Rubberized Safety Surfacing, Flooring and Pavers.



"Wear-Pads™"

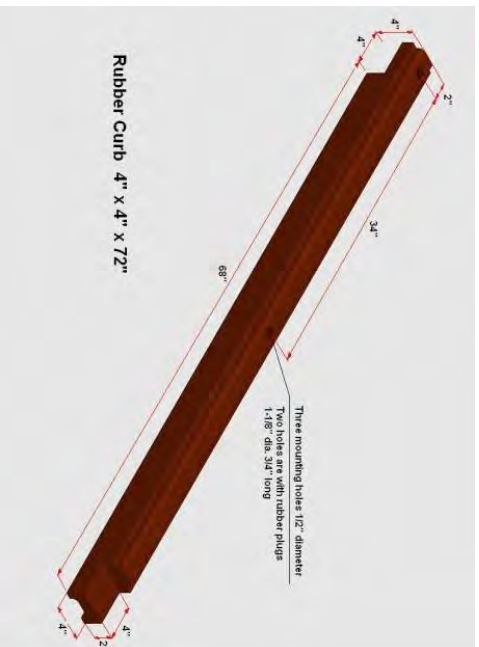
With the growing concern of divots, pot-holes, burrs, sink-holes, etc. Unity is proud to announce the introduction of our "Wear-Pad™". It comes in a wide variety of color and thicknesses to fit your needs. It is specifically designed for use under and around active (high traffic), common areas to help reduce the displacement of loose filled materials such as: sand, wood-chips, pea-gravel, fiber, etc. Our "Wear-Pads™" provides a beveled edge on all four sides to prevent a trip hazard, while at the same time act as a shore-line for loose filled materials. It meets or exceeds: ASTM, CPSC, ADA, USGBC safety standards and guidelines for: Fall Safety Heights, Skid Resistance (wet or dry), Weathering/Aging, Fire Resistance, LEAD Content, etc. It is made from 100% recycled tires and rubber that have been reclaimed right here in the United States of America. Two types of dimensions are: 29" X 39" X 1 ½" thick and 32" X 36" X 3" thick.





Rubber Curbs/Boarder Guards

Whether it is for your landscaping needs, playground needs, retaining wall needs, etc., Rubber Curbs/Boarder Guards are a great alternative to traditional wood/plastic materials commonly found on the market today. This product is not only safer for you to use, it is helpful to the environment as it is made from 100% recycled tires and rubber. These Rubber Curbs/Boarder Guards also comes in a wide variety of colors and thickness to choose from. They are stackable, non-toxic (does not contain CCA), and flexible for rounded edges offering pre-drilled holes for easy installation. Available in 6 foot lengths that are 4" wide X 4" tall, with a 1/2" rounded top in almost any color.



Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Pricing Attached Separately as per your guidelines in Step 1.

Tab 8 – Value Added Products and Services

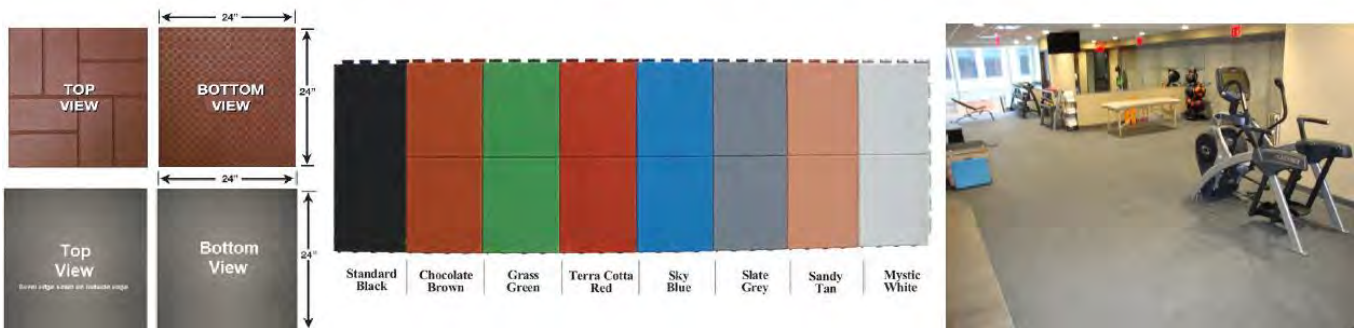
- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

See Below: 2X2 Thin Tiles, Puzzle Tiles and Rolled Rubber

Tab 8 – Value Added Products and Services

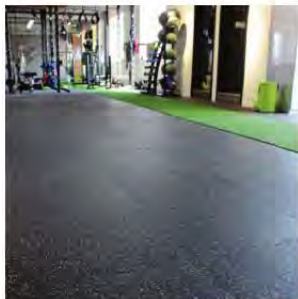
2'x2' Tiles

Unity is proud to announce the introduction of its light weight 2X2 tiles/mats/blocks/pavers. This unique product is specially formulated to provide our clients with either a "brick-top" look on top, or a traditional 2X2 "tile look".....the choice is yours. Thicknesses range from 1/2" and 3/4" thick for non-interlocking to the 1" and 1 3/8" interlocking. It is available in a wide variety of colors to fit your indoor and outdoor needs. It is designed to meet or exceed your expectation with respect to ASTM, CPSC, ADA, FM, USGBC safety standards and guidelines for almost any requirement you throw at it. If your patio, balcony, deck, concrete slab, fitness area or athletic and recreational flooring is dull and boring.....then we've got you surfaced.



Rubber – Rolls & Puzzle Pieces

Rec. & Play Areas	Multi-Purpose Rooms	Locker Rooms	Roof Walkways
Handicap Access	Weight & Gym Floors	Entrance Ways	Military Uses
Anti-Fatigue Areas	Ice Rink Walkways	Common Areas	Factory Floors



Our Multi-Purpose Rubber Rolls and Puzzle Tiles is an ideal for many indoor activities.

The eco-friendly, recycled rubber flooring brings an air of functional protection that lasts long beyond the life of traditional surfacing. Because like all of our products, it requires minimal maintenance and won't fade, rot, warp or splinter.

Available in a variety of roll lengths, thicknesses and colors for eye-catching designs, its a new placement for the unmatched performance you expect from a company that has been around for over 30+ years.

- Easy to Install
- ADA Compliant
- Made in the USA
- Indoor and Outdoor
- Little To No Maintenance
- Rolls or 2X2 Puzzle Pieces
- Acts as an Effective Buffer
- Excellent Sound and Shock Absorbtion
- Wide Variety of Colors and Thicknesses

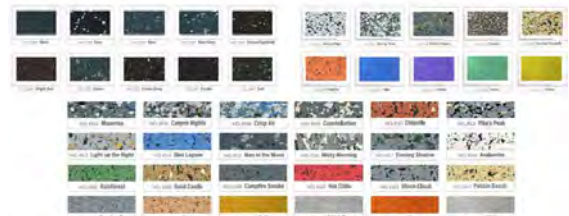


Technical Information:

Types:



Colors:



Testing:

Testing Criteria:	Ref. / Guide:	Economy	Design
Mass Per Area/Thickness/Density/Force	ASTM D5676	63-64 lbs/yd ²	70-85 lbs/yd ²
Diameter of Hardness	ASTM D2740	85 +/- 5	80 +/- 5
Elongation @ Break	ASTM D412	50-150%	50% @ 50% Color
Tensile Strength	ASTM D412	200-400 PSI	~300 PSI @ 50% Color
Compression Set	ASTM D395	-15 to -45% @ 25%	-14.2% @ 25%
VOC Emissions	ASTM D-5116	0.5mg/m ³ or less	0.5mg/m ³ or less
Resistance To Chemicals	ASTM F-425	No Change	No Change
Static Load Limit	ASTM F-970	Passes, 250 PSI	Passes, 400 PSI
Surface Flammability	ASTM D-2895	Pass	Pass
Critical Radiant Flux	ASTM E-648	-	Class II
Coefficient of Friction	ASTM C-1038	-	> 0.75
Coefficient of Friction	ASTM D-1894	0.75 - 1.50	-
Die C Test	ASTM D-624	80 Miss	-
Diameter of Hardness	ASTM D-2740	80 +/- 3 Shore A	-
Tear Resistance	D-624	50-12 PSI	-

*We undertake all assignments for our clients on a best-efforts basis. Our findings and judgments are based on the information given to us using the stated test methods available. We can only ensure the test results for the specific items tested. Unless otherwise noted in the disclaimer section of this report, all tests are performed in compliance with stated test method.

Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>Unity Creations, Ltd. / Unity Surfacing Systems</u>
Print Name	<u>Erick B. Prinz</u>
Address	<u>3997 Route 9W</u>
City, Sate, Zip	<u>Saugerties, NY. 12477</u>
Authorized signature	<u><i>Erick B. Prinz</i></u>
Date	<u>March 12th 2021</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Erick B. Prinz

Date

March 12th 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	<u>Unity Creations,Ltd. / Unity Surfacing Systems</u>
Address	<u>3997 Route 9W (PO Box 9)</u>
City/State/Zip	<u>Saugerties, NY. 12477</u>
Telephone No.	<u>(1-877) 41-UNITY</u>
Fax No.	<u>(845) 246-1700</u>
Email address	<u>Erick@SurfacingSystems.com</u>
Printed name	<u>Erick B. Prinz</u>
Position with company	<u>Sales and Marketing Department</u>
Authorized signature	<u><i>Erick B. Prinz</i></u>

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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