

**Solicitation Number: RFP #031622****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and AstroTurf Corporation, 2680 Abutment Road SE, Dalton, GA 30721 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

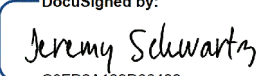
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

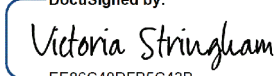
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

AstroTurf Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
5/23/2022 | 2:23 PM CDT
Date: _____

DocuSigned by:

By: EE86C40DFB5C43B...
Victoria Stringham
Title: Director of Cooperative Purchasing
5/31/2022 | 9:06 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
5/31/2022 | 9:07 AM CDT
Date: _____

RFP 031622 - Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies

Vendor Details

Company Name: AstroTurf Corporation

Does your company conduct business under any other name? If yes, please state: AstroTurf Construction Corporation

Address: 2680 Abutment Rd SE
Dalton, Georgia 30721

Contact: Victoria Stringham

Email: vstringham@astroturf.com

Phone: 480-415-6300

Fax: 480-415-6300

HST#: 81-2479849

Submission Details

Created On: Thursday March 10, 2022 16:31:41

Submitted On: Wednesday March 16, 2022 16:28:47

Submitted By: Victoria Stringham

Email: vstringham@astroturf.com

Transaction #: 87ffc4f8-a2e5-4016-8d64-b444963e0c49

Submitter's IP Address: 184.98.164.13

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	AstroTurf Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	APT - Advanced Polymer Technology Corp (Laykold, Rekortan)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	AstroTurf Construction Corporation	*
4	Provide your CAGE code or DUNS number:	08-039-0521	*
5	Proposer Physical Address:	2680 Abutment Rd SE, Dalton, GA 30721	*
6	Proposer website address (or addresses):	www.astroturf.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Victoria Stringham Director of Cooperative Purchasing 2680 Abutment Rd SE, Dalton, GA 30721 vstringham@astroturf.com Mobile: 480-415-6300	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Stringham Director of Cooperative Purchasing 2680 Abutment Rd SE, Dalton, GA 30721 vstringham@astroturf.com Mobile: 480-415-6300	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	AstroTurf got its name from the Houston Astrodome, where synthetic turf was first used in a professional sports venue in 1966. The Astrodome was built in the midst of a feverish pursuit of the impossible. It was the first domed stadium – a true marvel of sports architecture. The problem came when the dome's Lucite panels created a glare. Houston Astros outfielders and their opponents were blinded as they attempted — and failed — to catch pop-ups. The initial solution was to paint the ceiling to cut the glare. It worked, but another problem arose. Deprived of adequate sunlight, the grass died. Meanwhile, Monsanto had invented a new product they called “ChemGrass”, a synthetic grass replica, and was brought in to install their new wonder product. It was a great success, and Monsanto capitalized on the popularity of its high-profile installation to rebrand their grass replica. Thus the “AstroTurf” brand was born. Over the half century since AstroTurf was first installed in Houston, technology has rapidly improved. And now 50 years later, AstroTurf products come ever closer to replicating the feel, performance, and safety of the gold standard — natural grass. The inventor of synthetic turf, AstroTurf is one of the most iconic brands in American sports... As legendary as the athletes who've battled on it. The brand that created the turf industry remains the leading innovator in synthetic surfacing. While AstroTurf was the first to manufacture and successfully market synthetic turf to the public in the 1960s, we've evolved to become known for our core value of providing safe, innovative solutions through a diverse product offering of synthetic surfacing applications and sport types. American-owned and operated, AstroTurf is the first sports surfacing brand with true vertical asset integration, ensuring that every inch of product meets and exceeds the highest standards of safety and performance, quality and durability. With over 50 years of experience and hundreds of thousands of square feet of synthetic surfaces in use, AstroTurf brings more technological expertise and know-how to recreation facilities than any other brand. AstroTurf Corporation is owned by Germany-based Sport Group GmbH, today's true global sports surfacing giant, with manufacturing facilities around the world. Active in over 70 countries, Sport Group through its family of brands has installed more than 30,000 synthetic turf fields, running tracks and sport court surfaces. With its worldwide footprint, Sport Group generates more than half a billion dollars in revenue annually and employs over 1,500 people. With AstroTurf Corporation leading the charge in North America, Sport Group is the world's largest business dedicated to sport surfaces. From Olympic venues around the world, to the iconic US Open in New York City, to our humble beginnings with the Houston Astrodome in 1966, our brands, products and innovations have enriched the experience of athletes and fans around the world. Within the family of Sport Group brands, AstroTurf has the reputation and expertise that makes our name one of the most recognized in the world. Our premium products and customer-first approach allows us to sell and install more synthetic turf sport fields along with athletic tracks and courts than any other company. Our philosophy is simple, that vibrant sport and leisure are a vital heartbeat of our communities and deserve the very best products and solutions. And in a changing world of urban restrictions, technological advancements and diverse customer needs, we stand by our knowledge, scale and vision in transforming the synthetic sports surface industry.
11	What are your company's expectations in the event of an award?	Should Sourcwell award AstroTurf this contract, we are confident with the strength of our history and reputation to deliver the most premium products and services, that our growing sales network will continue to lead customers to cooperative purchasing as an easier, faster solution by way of our Sourcwell partnership. Over the years we've been delighted by the attention and support from the Sourcwell team - Gordy, Heidi, Jill, Tom - and plan to continue growing our sales volume with this next contract opportunity.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Through the years, AstroTurf has never compromised on its DNA of innovation and customer service. Today AstroTurf continues to be led by a team of industry veterans - experienced, committed people dedicated to upholding the brand's core values. They're at the helm, steering it toward the future. These leaders represent the real human assets that have been behind the company all along. The changes in ownership over these 50 plus years have always been strategic, to ensure the financial, manufacturing and technological capital necessary to continue the success of our iconic American brand. Supporting financial documents are included in this bid response.	*
13	What is your US market share for the solutions that you are proposing?	Combined percentage for both synthetic turf and running tracks is 28%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Combined percentage for both synthetic turf and running tracks is 13%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Over the last several years, AstroTurf has experienced an unparalleled growth in market share and brand recognition, with a 250+% increase in sales between 2010 and 2015. It has been gratifying to see the hard work of our sales, installation and R&D teams be recognized in the marketplace. However, the time had come for the next chapter in the history of the AstroTurf brand, and indeed of the sports surfacing industry. The sale of substantially all of AstroTurf's assets to Sport Group Holdings GmbH was approved on August 12, 2016 and closed on August 19, 2016. By joining Sport Group, AstroTurf has formed what's considered the largest sports surfacing company in the world. This sale was completed through Chapter 11 proceedings, a necessary step to consummate the sale of AstroTurf to Sport Group free and clear of any liabilities associated with a patent lawsuit that originated in 2010 between AstroTurf, LLC and a competitor. Now under Sport Group, the AstroTurf brand is stronger than ever. A new company AstroTurf Corporation was formed. We are well-funded, our third-party insured warranty program remains in effect, our manufacturing capacity is expanded, and we maintain significant bonding capabilities.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	AstroTurf products and services are sold through both our direct in-house sales team and third-party distributor-dealer network within each brand in the Sport Group family. Due to the nature of synthetic surfacing sales, all projects are customized to the unique dimensions, conditions and specifications that vary with each project scope. Customers use our website www.astroturf.com to find their local Sales Manager and, depending on the market, work directly with that AstroTurf employee or are connected with the dealer-reseller who manages the sales and installation for that state. A list of sales representatives and authorized dealer-resellers is included with this bid response.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In most states, AstroTurf Corporation is the licensed general contractor in partnership with our local distributor-dealer network who are licensed contractors in each state for their respective region in which they are authorized to perform the sales and installation of the AstroTurf family of products and services. AstroTurf Corporation and its authorized dealers are certified by the American Sports Builders Association and maintain membership in several industry-specific organizations. AstroTurf employs ASBA-Certified Builders on staff, has directly employed construction and installation crews, and permanent construction hub offices across the country. AstroTurf employs licensed Professional Engineers/Architects who manage projects, stamp drawings, and work with decades-long relationships with the nation's top sports facility design firms, with which we may partner in a joint venture. Also of note, AstroTurf Corporation employs industry-veteran Todd DeWolfe who is currently the Board Chairman of the highly-esteemed Synthetic Turf Council. In addition AstroTurf's US-based parent company APT that manufactures our Laykold and Rekortan brands is certified for ISO 9001 Quality Management and ISO 14001 Environmental Management Systems.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment of any licenses or certifications held by AstroTurf Corporation or our subsidiary companies.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2018 ASBA Multi-Field Facility of the Year - USSSA Sports Complex 2019 Synthetic Turf Council (STC) Innovation of the Year - Trionic Fiber 2020 ASBA Lifetime Achievement Award – Andy Belles 2021 ASBA Outstanding Outdoor Track Facility of the Year - Danbury High School STC Commercial Landscape Project of the Year - City Square Rooftop Park - White Plains, NY STC Residential Landscape Project of the Year - Detroit, MI Sports Project of the Year - Children's Museum of Indianapolis STC Philanthropy Award SYNLawn Acts of Kindness: The SYNLawn team was recognized for its regional, national, and international charitable contributions, including care packages, direct financial support, and projects that provided an equal footing in troubled areas. Their philanthropic projects benefited essential workers, Make A Wish chapters, families who had lost loved ones, and those who worked around the clock to make ends meet. STC Volunteer of the Year George Neagle, Executive Vice President at SYNLawn, received this achievement for his efforts in helping the STC and promoting its values, including improving sustainability among the artificial turf industry. As part of its sustainability initiative, SYNLawn has become a bio-preferred provider of certified bio-based artificial grass products and installation systems. The company has a proprietary system with a large percentage of renewable content. SYNLawn was the first synthetic turf company to earn the U.S. Department of Agriculture (USDA) Certified Biobased Product label. STC Rookie of the Year Davis McDougal, Technical Sales & Product Manager at SYNLawn, was recognized for positively impacting the STC committees he serves on. He also shares his product knowledge and best practices with fellow STC members through his panelist position on the STC Roundtable for Landscape and Synthetic Grass. His success on this panel resulted in the launch of the Landscape Product Quality and Performance Guidelines Committee, which he chairs.
20	What percentage of your sales are to the governmental sector in the past three years	81% of collective AstroTurf sales in the past 3 years have been to government and education (both public and private). *
21	What percentage of your sales are to the education sector in the past three years	69% of AstroTurf sales are in public/private education, with the remaining being municipal Parks & Recreation, county government and private companies. *
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Over the past 3 years, our current cooperative purchasing contracts are as follows: CMAS / State of California - \$24M COSTARS / State of Pennsylvania - \$9M AEPA / Association of Educational Purchasing - \$29M OMNIA Partners (TCPN/National IPA) - \$77M 1GPA - \$2M Sourcewell - \$44M We have two dealer-distributors who use their own awarded contracts with both TIPS and BuyBoard. AstroTurf Corporation chose not to pursue the re-solicitation with either of these organizations.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. We have no GSA contract and rarely work with agencies other than local government and education, however occasionally AstroTurf Corporation is awarded a federal project through a public bid process. *

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Liberty University	Brian Hinkley	434-401-8901
Leon County Schools	June Kail	850-488-1206
University of Louisville	Raymond Bronger	502-852-7010

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Anne Arundel County Schools	Education	Maryland - MD	Multiple high school sports fields	\$600,000 - \$1.3 M	\$8.2 M	*
City of Indianapolis	Government	Indiana - IN	Multiple landscape turf and sports turf/playground applications	\$36,000-\$242,000	\$761,000	*
Cobb County Schools	Education	Georgia - GA	Multiple high school sports fields	\$1.2 M	\$9.7 M	*
Leon County Schools	Education	Florida - FL	Multiple high school sports fields	\$650,000	\$3.1 M	*
University of Pennsylvania	Education	Connecticut - CT	Running Track (Penn State Relays)	\$760,000	\$1.5 M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	With AstroTurf Corporation and Sport Group, we are unique with both in-house sales and independent distributorships for each brand/division of our company. The AstroTurf Corporation sales team consists of Regional Sales Managers reporting to General Managers, who report to our Executive Vice President of Sales and Marketing. Currently we have 28 employees on the Sales and Sales Support team for turf and in-house track/tennis sales only. Sales for our Rekortan, Laykold and SYNlawn divisions are managed by dealer-resellers that have their own sales teams and are not employed by AstroTurf Corporation. A detailed list and map is attached in this bid response.	*
27	Dealer network or other distribution methods.	Specific to this solicitation for synthetic turf and tracks, our sport and landscape turf and tracks division has over 80 authorized independent dealer-resellers who serve our customer's needs. A detailed list of each is attached in this bid response.	*
28	Service force.	AstroTurf Corporation has an in-house service division and "After Care" synthetic turf and track maintenance department. Both have over 80 authorized dealer-resellers who serve our customer's service needs. A detailed list of each is attached in this bid response.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All transactions, purchase orders, invoices and payments occur directly between AstroTurf Corporation or our distributor partner with each customer agency. The proposal will include the Sourcwell contract number and logo, with the final sale amount being reported to AstroTurf's cooperative purchasing program upon project completion. AstroTurf's history of meeting shipping and delivery timelines is consistently excellent. We maintain our reputation in this regard by closely tracking and forecasting projects throughout all phases of the sales pipeline, even before the the manufacturing level. Because each surfacing project is customized to a specification, any product orders are evaluated within manufacturing to meet the customer's deadline. Daily adjustments are made to accommodate so as not to affect existing manufacturing schedules. The turnaround can be as short as stocked product shipping within 7 days, depending on the type of product, square feet, barrels, etc. Once a customer project is ordered and scheduled, we manage a strict production timeline and keep our manufacturing facility humming 12-hour days. With so many moving parts to the process from start to finish, our systems and teams work tirelessly to ensure the customer has their turf field, running track or tennis court installed or serviced on time, on schedule.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Over the last 50+ years, AstroTurf has earned a superior reputation for service, a standard our dealer-reseller partners are held to in the AstroTurf Corporation family of surfacing brands. Customer service as needed is done directly by our in-house sales team or the distributor working with the agency. Required response times are within 24 hours for all AstroTurf Corporation employees and our partner network. When an order for service needs to be fulfilled, the AstroTurf team will take the required action to ensure the order or service needed is dealt with accordingly. Emergency orders are uncommon for the sports surfacing industry and are evaluated and fulfilled within the shortest time possible. Warranty issues take precedence in our culture and are manufactured and shipped quickly to meet customer deadlines. A quarterly bonus incentive is offered to all AstroTurf Corporation employees.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	AstroTurf Corporation and our partner network service the entire United States and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are absolutely able and willing, however we are in need of the opportunity to further educate our Canadian team about the value of Sourcewell and Canoe. We expect to be more engaged with Canoe should we be awarded this contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	AstroTurf Corporation and our partner network service the entire United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We have no limitations on selling the cooperative purchasing method to any Sourcewell members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Outside of an additional shipping cost, AstroTurf Corporation has no further requirements or restrictions to perform in Hawaii, Alaska and US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In 2018 AstroTurf Corporation hired dedicated Cooperative Purchasing Director Victoria Stringham, former TCPN/National IPA Regional Sales Manager, to lead and train our direct and indirect sales team, as well as interface directly with customers about the benefits of cooperative purchasing. With this higher level of engagement and experience, AstroTurf Corporation has seen our new sales program close to double our cooperative purchasing sales through various co-op contracts. Victoria will continue to manage the Sourcewell contract and serve as the AstroTurf Corporation in-house expert and key resource for all sales channels, as described below: • Present Sourcewell contract information and training at National Sales Team meetings for each brand • Articulate the advantage of engaging with our dedicated representative from the Sourcewell Supplier Development team • Review contract sales and manage our extensive systems to track and report sales • Participate in weekly Sales Team calls for all regions and brands • Work directly with customers in tandem with the local Sales Manager to educate the value and benefit of using the Sourcewell cooperative contract • Attend trade shows and sales calls with selling team to promote cooperative purchasing • Update our contract Pricing Workbook, as needed
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	AstroTurf has invested in many digital resources to help build a connection between our brand and its audience. We strive to make our web content more searchable and readily available through SEO and by providing valuable content. Our website is equipped with lead forensics to ensure that we are following up in the correct way with those that are interested in our offerings. We consistently run Ad Roll digital campaigns that target potential customers as well as re-target those who visit our website. AstroTurf's social media is recognized as the industry leader in audience, mentions, and engagement. Our website tools such as our Field Configurator and Virtual Campus were also industry firsts. AstroTurf provides itself with not only being the icon that invented the industry, but also the leading innovator, and the most imitated.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our expectation is that Sourcewell will continue to provide marketing, sales, administrative support, and supplier development opportunities through your various regional training events throughout the year. We have enjoyed working with our assigned contract administration specialist through the years and appreciate their attention and continued support to AstroTurf, our dealer-distributor network and also directly with our customers. Both the Sourcewell marketing collateral and website are a key component of our sales success.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	AstroTurf Corporation products and services are sold exclusively through our in-house direct sales team and dealer network within each brand. Due to the nature of synthetic surfacing sales, online ordering is impossible as projects are highly customized to the dimensions, conditions, and specifications that always vary on a case-by-case basis. Our website www.astroturf.com has extensive product information and enables users to connect directly with their local Sales Manager or local distributor who will evaluate the scope, meet with the customer and process the order.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	AstroTurf Corporation includes a no-cost optional equipment and maintenance training with all purchases, provided by the project foreman/manager for the installation or service. We always recommend our customers take advantage of this service.	*
41	Describe any technological advances that your proposed products or services offer.	Our RootZone technology continues to propel AstroTurf to the forefront of technological advances. We invented this "thatch" layer in our turf back in 2002 and continue to be chosen as the select turf provider over our competitor. When price is not an issue we are the preferred solution 9 times out of 10.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sport Group, the AstroTurf Corporation parent company, is rated #1 on ESG performance in the building products category. Sport Group's ESG Risk Rating places it first in the Building Products industry as assessed by Sustainalytics. Sport Group's strength is sustainable products and services, for example the Poligras Tokyo GT hockey turf used at the Tokyo 2020 Olympic Games which was made from 60% sugar cane. Overall, Sport Group has reduced carbon emission intensity (scope 1 & 2) by 22% since 2018. AstroTurf Corporation and the Sport Group companies are dedicated to green technology, investing more in R&D than any other company in our industry. This ESG independent ranking by Sustainalytics proves our commitment to sustainable practices and places us in the top 3% of companies globally.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	"Green" is a new space for the synthetic turf industry. Most commonly we will re-use/distribute existing infill (sand, rubber, etc) at a reduced cost. However we have experienced some agencies asking specifically to document our re-use and field disposal methods with one of our turf recycling partners.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Our current distributor partners does not include any minority, small business or veteran certifications. When a customer requests that we adhere to their diversity initiative, we evaluate and participate depending on a variety factors. Typically we can subcontract a small portion of the project to a local WMBE/SBE vendor, as needed to meet the requirement.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	AstroTurf Corporation is different from competitors in a multitude of ways, including innovation, research and development, our master batch and commitment to quality and service, above all. In addition we take pride in offering advanced, state-of-the-art, multi-sport and specialized synthetic surfacing systems with proprietary engineered technologies, leveraging the industry' largest vertically-integrated manufacturing system. Additional information is included in this bid response.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	AstroTurf Corporation has no geographic limitations for warranty repairs. Service is always provided.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	AstroTurf Corporation warrants all products and services for the project, regardless of the rare occasion where a warrantied product may be sourced from a different manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In the event an item is damaged or considered to need replacement during the warranty period, we will work directly with the customer to replace the product. Should defective or incorrect material be delivered, we arrange to return the material at no cost to customer and will pay all shipping costs for the return shipment.	*
52	Describe any service contract options for the items included in your proposal.	AstroTurf service and repair options are offered to customers. See Pricing Workbook attached in the bid response.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Customer payment methods are by check, ACH/wire, or credit card. Credit card payments incur a 1.5% surcharge fee. Terms are 30 days for materials only and 60 days for materials plus installation. We invoice customers based upon the PO or executed contract, with most POs billed in full at project completion unless otherwise specified. Customer contracts may be invoiced based on Schedule of Values completed (progressive billing). Once the project is completed and paid in full, AstroTurf will report the purchase to Sourcwell with our fee payment, on a quarterly basis.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	AstroTurf Corporation partners with PNC Vendor Finance to deliver customized and innovative customer finance solutions. North America's most prestigious colleges, universities, high schools and professional sports organizations count on PNC Vendor Finance to help their organization improve player and fan experiences, accelerate sales and create competitive advantages. With proven industry experience in the development and implementation of finance solutions, PNC Vendor Finance specialists help AstroTurf clients meet their facility usage and budget needs. Payments can be framed as fixed expenses that are built into an operating budget, rather than passing bonds. This arrangement also makes the process of replacing a field seamless – especially in combination with cooperative purchasing contracts.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	AstroTurf Corporation does not require standardized contract documents for purchases. Because our family of dealer-distributors are unique as independent third-party companies, AstroTurf Corporation does not mandate a specific order form or Terms and Conditions for their business.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-cards are accepted but incur a 1.5% surcharge fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	AstroTurf Corporation uses discounted line-item pricing as included in the bid response.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	6% discount to Sourcewell members as outlined in the attached Pricing Workbook.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	AstroTurf does allow an additional volume discount to be negotiated on a case-by-case basis. Typically this would apply to a service agreement for a set time, or multiple projects being constructed or serviced.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	AstroTurf Corporation is not including any sourced or open market items with our bid response, per the attached pricing file.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The attached Pricing Workbook included in this bid response includes all acquisition costs, including freight and delivery.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A - No additional cost for freight, shipping or delivery.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A - No additional cost for freight, shipping or delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The majority of our cooperative or state contracts have a 3% discount vs. the 6% discount being offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All cooperative purchasing pricing is either controlled in-house or per the terms of an MOU with each distributor-dealer. We are involved in distributor proposals and invoicing for tracking and receive quarterly reporting from our distributor network.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	All internal project pricing is tracked. We require that distributor-dealers include visibility to cooperative purchasing projects and retain a copy of each customer PO submitted	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% administrative fee, per project sale	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	AstroTurf Corporation is offering our synthetic turf and running track products and services for this solicitation response. This includes our AstroTurf, SYNLawn and Rekortan systems and related sitework and construction services. Our Pricing Workbook with more details is included in this bid response.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	No subcategories apply to our offering.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor and outdoor athletic and recreational artificial turf and running track surfaces and sub-surfaces	☒ Yes ☐ No	AstroTurf Corporation is offering our AstroTurf, SYNLawn and Rekortan brand of products and services.	*
72	Equipment, options, accessories, technology, materials, and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in Line 71 above	☒ Yes ☐ No	AstroTurf Corporation is offering our AstroTurf, SYNLawn and Rekortan brand of products and services.	*
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support	☒ Yes ☐ No	AstroTurf Corporation is offering our AstroTurf, SYNLawn and Rekortan brand of products and services.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	AstroTurf Corporation is different from competitors in a multitude of ways, including innovation, research and development, our master batch and commitment to quality and service, above all. In addition we take pride in offering advanced, state-of-the-art, multi-sport and specialized synthetic surfacing systems with proprietary engineered technologies, leveraging the industry' largest vertically-integrated manufacturing system. Additional information is included in this bid response.
75	Describe any sustainability design features your product offers.	Sport Group, AstroTurf Corporation's parent company, is rated #1 on ESG performance in the building products category. Sport Group's ESG Risk Rating places it first in the Building Products industry as assessed by Sustainalytics. The AstroTurf/Sport Group strength in sustainable products and services is demonstrated by the Poligras Tokyo GT hockey turf used at the Tokyo 2020 Olympic Games which was made from 60% sugar cane. Overall, Sport Group has reduced carbon emission intensity (scope 1 & 2) by 22% since 2018. AstroTurf Corporation and the Sport Group companies are dedicated to green technology, investing more in R&D than any other company in our industry. This ESG independent ranking by Sustainalytics proves our commitment to sustainable practices and places us in the top 3% of companies globally.
76	Describe the installation process and how it is managed from product order to completion.	AstroTurf Corporation and our dealer-distributor partner network engage directly with the customer as a turn-key solution and project manager, including any required design and civil engineering, for the proposal, installation and/or service of the project. A project manager is assigned to the site during the process and works with the customer on close-out or punch-list items to address before the project is complete and warranty issued.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell_Revised Pricing 2022.xlsx - Wednesday March 16, 2022 15:35:52
- [Financial Strength and Stability](#) - Financial Docs File.pdf - Wednesday March 16, 2022 15:41:01
- [Marketing Plan/Samples](#) - AstroTurf_Additional Docs.pdf - Wednesday March 16, 2022 16:22:37
- [WMBE/MBE/SBE or Related Certificates](#) - CERTIFICATES - Certified Athletics Facilities - March 2022.pdf - Wednesday March 16, 2022 15:58:00
- [Warranty Information](#) - 2021 Sample AstroTurf Standard Warranty.pdf - Wednesday March 16, 2022 15:47:23
- [Standard Transaction Document Samples](#) - Executed Piggyback Agreement_FAMU and AstroTurf Corporation.pdf - Wednesday March 16, 2022 16:27:43
- [Upload Additional Document](#) - AstroTurf_Additional Docs.pdf - Wednesday March 16, 2022 16:25:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Victoria Stringham, Director of Cooperative Purchasing, AstroTurf Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Artificial_Turf_RFP_031622 Tue March 8 2022 04:36 PM	☒	2