



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and A-Turf, Inc., 505 Aero Dr., Cheektowaga, NY 14225 (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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-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**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

A-Turf, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/23/2022 | 2:22 PM CDT

DocuSigned by:  
*Jim Dobmeier*  
By: 3C17B1BE60034D8...  
James A. Dobmeier  
Title: President & Founder  
Date: 5/27/2022 | 8:33 AM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 5/27/2022 | 10:35 AM CDT

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

---

## Vendor Details

Company Name: A-Turf, Inc.  
Address: P.O. Box 157  
Williamsville, NY 14231  
Contact: Kristopher Schmitt  
Email: kris@aturf.com  
Phone: 888-777-6910 217  
Fax: 716-204-0189  
HST#: 20-4029013

## Submission Details

Created On: Thursday January 27, 2022 08:24:51  
Submitted On: Wednesday March 16, 2022 16:02:24  
Submitted By: Kristopher Schmitt  
Email: kris@aturf.com  
Transaction #: 564e8833-e158-4f03-a929-354ad6d8efb2  
Submitter's IP Address: 50.232.129.106

---

## 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")	A-Turf, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or DUNS number:	134510697
5	Proposer Physical Address:	505 Aero Dr. Cheektowaga, NY 14225
6	Proposer website address (or addresses):	www.aturf.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):	James A. Dobmeier President & Founder P.O. Box 157 Williamsville, NY 14231 jim@aturf.com 888-777-6910 x1518
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristopher R. Schmitt Senior Estimator P.O. Box 157 Williamsville, NY 14231 kris@aturf.com 888-777-6910 x1503
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Richard V. Krysztof Vice President of Sales P.O. Box 157 Williamsville, NY 14231 rick@aturf.com 888-777-6910

**Table 2: Company Information and Financial Strength**

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

<p>10</p>	<p>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.</p>	<p>A-Turf, Inc. specializes in the building of synthetic turf athletic fields. Since 2003, A-Turf has built over 600 athletic fields, ranging from single sport applications to multi-use fields used for football, soccer, field hockey, lacrosse, baseball and softball.</p> <p>Our client list includes elementary schools, middle &amp; high schools, colleges &amp; universities, parks &amp; recreation facilities and the National Football League.</p> <p>A-Turf's core business is providing premium synthetic athletic field systems specifically designed for the unique sport(s) that are played on each field. Generous specifications combined with superior installation and customer service, make A-Turf uniquely positioned to deliver the best quality and value.</p> <p>By matching our resources with the volume of projects we install each year, we consistently surpass the expectations of our customers with our outstanding customer service, superior craftsmanship, and on-schedule completions.</p> <p>A-Turf is part of the ECORE International corporate group, based in Lancaster, PA. ECORE is North America's leading processor of recycled rubber and manufacturer of products made from recycled rubber. These products are used in commercial flooring, automotive &amp; industrial products, sound insulation, recreational surfaces, sports surfacing, and a variety of other applications. The ECORE International group is known for its financial strength and sound business strategies.</p> <p>Controlled Products who has held a previous Sourcewell contract is A-Turf's synthetic grass manufacturing partner, this is a relationship that has existed going back to A-Turf's inception in 2003. As the most respected company in the synthetic turf tufting and manufacturing industry, Controlled Products has a 30 year history of setting the standard in quality &amp; service.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Our expectations are to leverage the time savings and convenience afforded by the Sourcewell contract to allow for a simpler purchasing interaction with our customers.</p> <p>This will allow A-Turf to dedicate more time toward focusing on relationship aspects of its industry, strengthening ties to its suppliers and customers and allowing better business interactions across the company. Additionally acquiring new customers and educating them on the advantages inherent to our value driven approach would be a positive benefit.</p> <p>As a percentage of company sales the amount of cooperative purchasing business we have done and project to do is substantial. We anticipate using the Sourcewell contract as our primary method of cooperative purchasing and we expect to continue to use programs such as Sourcewell as an integral part of our business moving forward.</p> <p>Our focus is to provide the best quality product, installation, and service to all of our customers at prices which are lower or still comparable to our competition. This combination allows us to offer systems with superior value including matching warranty options which are the best currently offered in our industry.</p> <p>Value based purchasing through the Sourcewell contract provides us a significant opportunity to leverage this value added advantage as compared to the "low bid" / "lowest common denominator" process you often see in publicly bid projects.</p>

12	<p>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.</p>	<p>Both our length of ownership along with our year after year profitability is exceptionally unique in our industry.</p> <p>The synthetic turf industry in particular has a reputation for large companies going through acquisitions and bankruptcy due to poor financial standing. Sadly this creates situations where warranty obligations are too often left unfulfilled.</p> <p>A-Turf is included as part of the audited financials of Ecore International, a privately held company. We have currently provided a reference letter in our documents direct from our parent companies banking partner.</p> <p>While we are hesitant to include more personal financial data as part of a process which may not protect that data we may be able to negotiate a different format for viewing these records in the future if necessary.</p> <p>In addition please see the following trade, bank, and surety references:</p> <p>Trade References:</p> <p>Controlled Products, LLC P.O. Box 1964 Dalton, GA 30722 706-277-1800</p> <p>Scheffey Integrated Marketing 350 New Holland Avenue Lancaster, PA 17602 717-869-4266</p> <p>Mapei Americas P.O. Box 87618 Dept 4820 Chicago, IL 60680-0618 630-971-2039</p> <p>Bank Reference:</p> <p>JP Morgan Chase Bank 4 Chase MetroTech Center New York, NY 11245 P: 718.242.4279 F: 844.345.2097 Contact: Scott Sorriilo</p> <p>Bonding Company &amp; Agent:</p> <p>Berkley Surety Group LLC 412 Mount Kemble Avenue Suite 310N Morristown, NJ 07960</p> <p>Marsh USA One Towne Square, Suite 1100 Southfield, MI 48076 Phone: 248-945-5607 Fax: 248-945-5411</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>A-Turf's estimated market share in the United States is roughly 5%. While our goal is to increase this percentage over time, our larger focus is to provide the best quality product, installation, and service to all of our customers throughout the United States at a price that is lower, or still comparable to our competition.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>None</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No</p>

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?	A-Turf is a synthetic turf field builder. We hold and execute contracts for supply and installation of playground surfaces, gymnasium and fitness floors, athletic surfaces, and synthetic turf fields along with holding the associated warranties for such work. This position in the marketplace allows us the best possible opportunity to be a "Sole Source of Responsibility" type of vendor which can best service customer needs.  Our company sources, synthetic turf, and other associated components from suppliers and coordinates installation of these components via A-Turf trained and certified installers. Controlled Products is A-Turf's synthetic grass manufacturing partner. Shock-pad systems are sourced via our corporate owner ECORE International. A-Turf has achieved some of the most consistent success in the turf industry under Ecore's ownership since our inception in 2003.  The average life of an A-Turf synthetic field is an industry leading 13 years.  In 2016 A-Turf was added as part of Controlled Products Sourcewell (Previously NJPA) contract 82114-CTP. From 2016 - 2019 including a year extension of that initial contract A-Turf sold over \$15 million in purchases through Sourcewell.  A-Turf has done over \$10 million in additional cooperative purchasing business via other means since that contract expired.	*
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.	The licensing requirements for supply and installation of synthetic turf systems vary state to state, many states do not have any specific requirements relating to this work while some do.  We have included documentation appropriate to this on our attached licensing sheet included as part of our documents.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**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	A-Turf is a member of the Synthetic Turf Council and American Sports Builders Association industry groups. As a business A-Turf has constructed over 600 full size athletic turf fields and has posted a yearly profit annually since 2004.	*
20	What percentage of your sales are to the governmental sector in the past three years	There is a fair amount of overlap between government and education sectors in our business. Typically 80% of our sales are sourced via the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	There is a fair amount of overlap between government and education sectors in our business. Typically 85% - 90% of our sales are sourced via the education sector.	*
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?	A-Turf currently holds a nationally focused contract with the interlocal purchasing system "TIPS". We also hold a state focused contract with COSTARS in Pennsylvania.	*
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	*

**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 *	
Williamsville Central School District Williamsville, NY	Christopher Mucica	(716) 998-0109	*
South Eastern School District Fawn Grove, PA	Brian McCleary	(717) 654-0382	*
White Plains Public Schools White Plains, NY	Matt Cameron	(914) 422-2236	*
Clare High School Clare, MI	John Punches	(989) 832-4662	

**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 *
Ossining Union Free School District Ossining, NY	Education	New York - NY	Removal and replacement of synthetic turf using Proplay shockpad and Envirofill infill options at three separate fields. Additional smaller contract for synthetic turf maintenance equipment.	Four contracts totaling 289,164 square feet of synthetic turf fields and equipment.	\$2,328,106
Arlington Central School District, Arlington, NY	Education	New York - NY	Removal and replacement of two existing synthetic turf fields including shockpad systems. Full construction of new softball synthetic turf field.	One contract totaling 185,180 square feet of synthetic turf fields.	\$1,835,137
Portage Public Schools Portage, MI	Education	Michigan - MI	Installation of Synthetic Turf and Shockpad systems for two athletic fields.	One contract totaling 194,180 square feet of synthetic turf fields.	\$1,809,704
White Plains Central School District White Plains, NY	Education	New York - NY	Removal and replacement of two existing synthetic turf fields.	One contract totaling 155,294 square feet of synthetic turf fields.	\$1,450,764
Salamanca Central School District Salamanca, NY	Education	New York - NY	Installation of field areas including three different synthetic turf systems along with installation of shockpad.	One contract totaling 271,094 square feet of synthetic turf.	\$1,400,149

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell 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.	<p>All of our sales team will be trained to offer Sourcewell cooperative buying as our primary option when looking for a cooperative buying method throughout the United States. All Sourcewell pricing requests are coordinated through a single office with each company to ensure prompt, accurate, and thorough communication with customers. While A-Turf is based in the northeast region out of offices in Western NY and Southeastern PA our focus is national and we serve customers throughout the United States.</p> <p>We have an in house sales force of 8 people who are all included directly into cooperative purchasing processes along with additional support staff necessary to assist those efforts.</p> <p>In addition, A-Turf is a wholly owned subsidiary of Ecore International, which has a sales team of 42 employee representatives that are integrated with A-Turf and part of our national athletic field selling strategy.</p>
27	Dealer network or other distribution methods.	In-house staff are directly responsible for coordinating with clients throughout the United States for Sourcewell projects. This allows us to maintain full oversight of our sales and the cooperative buying process as well as allowing direct communication when resolving client needs.

28	Service force.	<p>As a provider of 8-12 year warranties on all of our synthetic turf athletic fields we have a wealth of experience in providing prompt and reliable customer service.</p> <p>This includes coordination throughout the purchasing process including pre-quote information, project design assistance, estimating, contract and business needs, basic customer / owner communication, and post sales training and outreach.</p> <p>In field service takes place via our network of subcontractor installers. These are the often the same staff who have installed the fields in question and have familiarity with both the customer as well as the products being used.</p> <p>To supplement this approach we also have local service personnel we use throughout the United States.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>A-Turf has on-staff representation who are assigned territories throughout the United States.</p> <p>Orders are processed through our single cooperative purchasing point of contact Kristopher Schmitt then through our business office which both requires and verifies membership and other associated documentation.</p> <p>Purchase orders will be sent with appropriate information to our cooperative purchasing team and can be provided direct via email to kris@aturf.com while copying in the appropriate A-Turf sales contact.</p> <p>Once this occurs customer contacts will reach out to obtain any necessary communication or product approvals to move the project forward and will be in touch to schedule and communicate what to expect in terms of delivery and installation.</p> <p>Because we often work off of government / educational standard purchase orders projects are often invoiced Net 30 and invoiced sales will be reported to Sourcewell quarterly. These terms may change based on owner requirements.</p>	*
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.	<p>Our customer service program is handled via a standard procedure process.</p> <p>Given our company structure we can typically expedite project installs that are of a time sensitive manner offering a greater flexibility in terms of servicing customer needs. The Sourcewell contract allows us to streamline this process by removing burdensome and time consuming paperwork on both sides of the purchasing process.</p> <p>Specific to goals and promises hard deadlines are often part of our installation contracts and are something we are very much accustomed to. A-Turf has one of the best if not THE best reputation and record in our industry for delivering projects on time and, just as importantly, on budget.</p> <p>A-Turf's response time is varied based on project scopes and sizes however a purchase order based on the Sourcewell contract for a standard full size synthetic turf field can be turned around in as little as 4-6 weeks given favorable scheduling and communication.</p> <p>Service requests are also of critical importance. While warranty service requests are rare due to the quality of our installations we do commit to providing warranty fixes within one week of notification, weather permitting.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>A-Turf has the ability to provide products and services throughout the United States. We are fully willing to supply orders to any customer who is interested in our products.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>A-Turf is fully willing and able to provide services to Canada based on customer interest.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>None</p>	*
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?	<p>None</p>	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As part of our goal to service all 50 states the licensing procedures can be fulfilled if installation interest in those areas for our products increases.  No additional restrictions for those areas currently exist.	*
----	--	---	---

**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.	We will choose to integrate the Sourcewell option fully into our marketing efforts if we are awarded this contract.  This includes marketing sheets, a dedicated presence on our website for Sourcewell buying at: <a href="https://www.aturf.com/sourcewell/">https://www.aturf.com/sourcewell/</a> , as well customer focused one on one sales efforts which include opportunities for Sourcewell purchases.  The main focus of our marketing effort will be the convenience of the Sourcewell contract and the avenue it grants members to buy our products based on value which is a key tenet of our businesses.  Marketing examples based on previous contract usage are included in our documents.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of its forward thinking approach A-Turf currently has among the best website presences in its industry located at <a href="http://www.aturf.com">http://www.aturf.com</a> . As part of this superior presence we plan to highlight our existing Sourcewell partnership. We also interact on social media and are ready to leverage that along with a press releases and other information to highlight a potential Sourcewell contract award.  Our web interaction also allows customers direct contact with responsive sales representatives who can guide the buying process. In addition being included as a vendor on the Sourcewell website will drive contacts to our company and can generate immediate cooperative buying opportunities.	*
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?	A-Turf is fully geared toward its own marketing of cooperative purchasing programs. In the past A-Turf has appreciated Sourcewell's efforts to push cooperative purchasing as a option to various customers.  We are thankful for the role Sourcewell takes on in adding members and support in terms of specific state legal requirements. Previously our use of the Sourcewell contract through Controlled Products was fully included into our sales efforts whenever cooperative buying was available as an option.  When selling projects and in the post award process the Sourcewell website platform was particularly useful in providing contract and supporting documentation for members.	*
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.	Due to the relative custom nature of most purchases and the high level of customer service which we provide during these processes our products and services are not currently available via e-procurement.	*

**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.	As part of our turf system installations we offer standard maintenance training and documentation along with maintenance equipment which is optionally provided based on customer needs. This training is typically provided on the project site by our project managers. Maintenance equipment options are listed under the "Grooming Equipment" heading on our pricing sheet.  This training is fully integrated to our offerings and is provided as a free service to product owners. In involves a 60-90 minute session familiarizing the owner with their purchase along with its various maintenance needs and requirements.  Data for these products is included as part of our included documentation. Standard maintenance documentation is also provided with artificial turf installations.	*

41	Describe any technological advances that your proposed products or services offer.	<p>A-Turf is the originator of dual fiber synthetic turf systems. Since our first use of it with our Titan system in 2009 we have installed roughly 350 dual fiber systems throughout the United States. This type of system has become popular enough to become the current de-facto industry standard in terms of athletic turf fields and still leads our product sales totals. From top to bottom A-Turf uses high quality material components to ensure the longevity of its systems and installations. This includes the best quality Tencate and other branded fibers in our fields along with top-end primary and secondary backings.</p> <p>We combine our would class quality products with the best installers in the industry. This commitment to quality allowed us to originate another first in our market, our industry leading 12 year warranty option for synthetic turf fields.</p>	*
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.	<p>In addition to recycled SBR tire rubber as a standard infill option on turf systems A-Turf also offers recycling as part of our removal options in synthetic turf pricing.</p> <p>Recycled tire and foam components are also part of our shockpad options and allow users to further leverage the availability of recycled products.</p> <p>LEED credits are available based on the type of project and locality, further information is included as part of our included documentation.</p> <p>Synthetic turf surfaces also allow significant savings in water usage as compared to their natural turf counterparts.</p>	*
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.	<p>LEED credits for use of recycled materials are available based on locality.</p>	*
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.	<p>A-Turf does not currently directly hold any MWBE certifications.</p> <p>We work with and have access to several installation crews who currently have MWBE status.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Our focus at A-Turf is in providing the "Best Value" for all of our customers. This includes manufacturing &amp; sourcing top quality material components and products, combining them with proven installation techniques which are then carried out by certified factory-trained crews.</p> <p>Our certified installation crews are of the highest quality and are respected throughout the industry for their superior craftsmanship. Our turf products &amp; systems are engineered to outperform and outlast the competition, and are accompanied by the longest warranties in our respective industries.</p> <p>In addition we offer 8 year 3rd party warranty insurance support on full size fields to further protect our customers.</p> <p>A-Turf has offered a 12 year warranty option successfully for 40% of or field offerings for over a decade. Despite that length of time this is something which has not been replicated in the industry at a significant scale.</p> <p>Lifespans for our products are among the best when compared to our competitors as just as importantly we are willing to directly guarantee that performance with our warranty options.</p>	*

**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?	Our warranties do not contain any usage restrictions or limitations. However there are basic maintenance elements outlined in our product information.  We feel this approach is best to provide our customers the highest quality warranty service and use of our products without imposing significant worry or limitations to a customer's purchase.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our costs for these services are included in our warranties.
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?	No.
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?	We cover warranty service for all items included with our systems. The lone exception is for repair of maintenance equipment which requires skilled labor beyond our typical scope.
51	What are your proposed exchange and return programs and policies?	Our items are generally of a type that would not support a return policy without defect. As a testament to our use of high quality components defects are exceedingly rare.  A-Turf has an excellent track record in terms of overall product quality. However if upon examination a defective product component is discovered our policy is to replace the defective item at no additional charge to the end user.
52	Describe any service contract options for the items included in your proposal.	Service contracts and maintenance programs are available through our national network of certified installers. These items are not included as part of our pricing as they are not required elements of maintaining the products.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our terms are flexible ranging from Net 30 to custom terms for government and educational entities. Terms can sometimes be negotiated or extended based on the needs of specific entities. We also offer financing options to members who require additional access to funding.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>A typical finance option is a 3 year payment plan, however many other options exist.</p> <p>Due to the larger purchase price of our systems and unique project designs we find that a custom approach is best when financing is required.</p> <p>This involves communication with a customer to gauge their needs and ability to work together in regard to payment opportunities.</p>	*
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.	<p>Often in our field the customer most often uses their own preferred transaction documents in relation to ordering.</p> <p>However we have included a copy of our standard agreement if customers wish to see a typical contract option.</p> <p>Another popular option are AIA drafted documents which are an industry standard.</p> <p>In addition A-Turf has a wealth of experience working with full construction contract documentation to supplement standard purchase orders as some customers may desire more thorough contractual documentation.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Based on industry data the P-card process seems to see much more usage in terms of orders below \$10,000 due to the additional associated fees. We do not currently offer this process at this time but can consider this program if there is significant customer interest.	*

**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.	Line item discounts are provided, these discounts are documented as part of our pricing sheet. Please see the attached pricing data for further information.
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.	Most products offered in our pricing structure are provided at a 10% discount.  In addition every project brought to our attention is priced individually and examined for project specific discounts. A large percentage of our projects priced via cooperative purchasing include additional savings beyond the standard discount provided.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing methodology which examines every project individually offers economy of scale discounts in many situations. This constitutes much of the basis for discounts mentioned in item 58.
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.	Our ability to provide these items is used only sparingly. These items would be quoted on a per project basis. As part of our internal pricing process these items would be specifically listed as open market items on our Sourcewell project quotation.  As a matter of policy these items would constitute no more than 5% of the total contract value. Open source items are sold at cost + 8% which would present a discount similar to the standard items listed on our pricing schedule.
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.	There are no costs of this type directly associated with our product offerings.
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.	For our turf products freight is included as part of the standard product pricing.  For other items such as maintenance equipment freight is included as part of turf system purchases, however if purchased separately freight is F.O.B. or can be provided upon request to our A-Turf sales representatives.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If work was extended to these areas shipping would be part of project coordination. Our only concerns are in terms of coordinating with our customers in terms of timing.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our 19 years in the synthetic turf industry has enabled us to build a comprehensive and truly national distribution network.  No unique delivery methods are specifically included in our pricing. However we work closely with all project representatives to ensure that all delivery challenges are met as each customer can have unique needs.

**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.	Most items are provided at a 10% discount off of MSRP.

**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.	<p>Our audit method includes:</p> <p>Customer pricing is distributed to our full estimating team.</p> <p>Before any Sourcewell project pricing is distributed to our customers it is first run through a single office for verification to ensure compliance with our Sourcewell pricing schedule.</p> <p>Cooperative purchasing sales are accounted for as they are provided to A-Turf. In addition at the end of each quarter a secondary examination of orders will take place to ensure all sales are accounted for.</p> <p>Orders will be documented on a standard Sourcewell reporting form which automatically calculates our administrative fee.</p>
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.	<p>The same reporting structure we use to report sales is also used to evaluate the internal success of programs such as Sourcewell.</p> <p>We use this to compare our cooperative purchasing sales against our sales figures as a whole.</p> <p>In addition customer feedback is also critical in terms of evaluating if a particular purchasing process was easy to use.</p> <p>We also evaluate our performance in terms of delivering successful installations to our customers on a project to project basis. Programs like Sourcewell are included in that equation.</p>
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.)	<p>We propose an administration fee of 1.5% of the member's total purchase price of a project to Sourcewell.</p>

**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.	<p>Please reference the documentation section for pricing information, product info, and data sheets.</p> <p>As a turf builder we primarily provide material and installation of synthetic turf fields.</p> <p>The following items are priced and appropriate background data for each item is included.</p> <p>Premier XP  Mono  Titan  Titan Thatch  Premier Thatch  Titan SS  A-Turf SportTurf Cushion  A-Turf SportTurf Cushion Supreme  A-Turf VersaPlay  Ecore AR EPDM  Ecore A-R Green Coated EPDM  Envirofill Coated Sand  SafeShell Organic Walnut Infill  Brockfill Organic Infill  Ecore Resilient Shockpad  Schmitz ProPlay EcoSport  Schmitz ProPlay 20  Schmitz ProPlay 20D  Schmitz ProPlay 23  Schmitz ProPlay 23D  Brock SP14  Brock Powerbase  Brock Powerbase YSR  Rubberized E-Layer Systems  Base Preparation Options  GreensGroomer 920 SDE maintenance Equipment  Spring Tine Rake  Litterkat Maintenance Equipment  Magnet for GreensGroomer  G-Max Testing</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Supply and Installation of Synthetic Turf Systems and Associated Turf Items.

**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	<input checked="" type="radio"/> Yes <input type="radio"/> No	The following products are included in our pricing and their specific qualities are provided in the documentation section: Premier XP Mono Titan Titan Thatch Premier Thatch Titan SS A-Turf SportTurf Cushion A-Turf SportTurf Cushion Supreme A-Turf VersaPlay
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	The following accessories are included in our pricing and their specific qualities are provided in the documentation section: Ecore AR EPDM Ecore A-R Green Coated EPDM Envirofill Coated Sand SafeShell Organic Walnut Infill Brockfill Organic Infill Ecore Resilient Shockpad Systems Schmitz ProPlay Shockpad Systems Brock Shockpad Systems Rubberized E-Layer Systems Base Preparation Options GreensGroomer 920 SDE maintenance Equipment Spring Tine Rake Litterkat Maintenance Equipment Magnet for GreensGroomer Football Goal Post & Soccer Goal Equipment
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	The following services are included: Installation of items listed above. Removal & disposal of existing turf systems Removal & recycling of existing turf systems Removal of e-layer systems E-Layer repair Excavation of soils Installation portions of site work options Laser grading and compaction of finish grade stone Site and sports equipment removal G-max testing Pre-site turf testing

**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.	<p>Our focus at A-Turf is in providing the "Best Value" for all of our customers. This includes manufacturing &amp; sourcing top quality material components and products, combining them with proven installation techniques which are then carried out by certified factory-trained crews.</p> <p>Our certified installation crews are of the highest quality and are respected throughout the industry for their superior craftsmanship. Synthetic turf systems are engineered to outperform and outlast the competition, and are accompanied by the longest warranties in our respective industries. Lifespans for our products are among the best when compared to our competitors.</p>
75	Describe any sustainability design features your product offers.	<p>Base work and shock pad systems included as part of turf systems can be used over multiple field lifetimes.</p> <p>Portions of the infilled turf products include large amounts of recycled materials. Standard SBR Infill materials are sourced via recycled tires and represent a use of approximately 270,000 lbs. of diverted product per full field installation.</p> <p>Ecore Shockpads source similar recycled tire products at roughly 90,000 lbs. of tire material diverted per field.</p> <p>ProPlay Shockpad Systems use diverted foam materials as part of their construction.</p>
76	Describe the installation process and how it is managed from product order to completion.	<p>Installation process &amp; quality in particular is something which A-Turf takes great pride in.</p> <p>The installation process is fully managed by dedicated personnel both out of the A-Turf offices as well as in the field by the head of our installation crew.</p> <p>This involves top to bottom oversight of the project installation process including:</p> <ul style="list-style-type: none"> <li>Pre install document, plan, and sample requests.</li> <li>Owner / project lead coordination and communication.</li> <li>Material logistics to project site.</li> <li>Installer coordination and mobilization.</li> </ul> <p>Oversight of the full installation process and adherence to any and all project requirements, including on site requirements such as staging, cleaning, and safety goals. This also includes routine layout verification and adherence to any plans and specification requirements as part of the project.</p> <p>A typical on site project schedule is attached in our documents and involves a 21-24 day process for a full size (90,000 sf turf field). In field coordination with owners / project managers also takes place as necessary to achieve project goals.</p> <p>Upon project completion projects are walked through to verify quality and consistency.</p> <p>Full project cleanup occurs after completion and restores any work and staging areas to appropriate conditions.</p> <p>If punchlist items exist after completion they are responded to in a timely manner.</p>

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

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
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 Pricing RFP 031622 - A-Turf.xlsx - Wednesday March 16, 2022 13:22:06
  - [Financial Strength and Stability](#) - Financial Strength - Chase Bank Reference Letter.pdf - Wednesday March 16, 2022 13:22:22
  - [Marketing Plan/Samples](#) - A-Turf - Marketing.zip - Wednesday March 16, 2022 13:22:55
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - A-Turf - Warranty Information.zip - Wednesday March 16, 2022 13:23:18
  - [Standard Transaction Document Samples](#) - Transaction Document - SAMPLE AGC Contract.pdf - Wednesday March 16, 2022 13:23:37
  - [Upload Additional Document](#) - A-Turf - Additional Documents & Product Data.zip - Wednesday March 16, 2022 15:53:27

## 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. - James Dobmeier, President, A-Turf, Inc.

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	<input checked="" type="checkbox"/>	2