



Solicitation Number: RFP #031622

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Turf Nation, Inc., 3525 Old Dixie Hwy. SE, Dalton, GA 30721 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

Turf Nation, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/23/2022 | 2:12 PM CDT

DocuSigned by:
Sid Nicholls
By: 0D7384078E164E1...
Sid Nicholls
Title: President
Date: 5/24/2022 | 11:18 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/24/2022 | 11:22 AM CDT

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

Vendor Details

Company Name: Turf Nation Inc.
Does your company conduct business under any other name? If yes, please state: Turf Alliance LLC
Address: 3525 Old Dixie Hwy SE
DALTON, Georgia 30721
Contact: Ralph Buerger
Email: ralphb@turfalliance.com
Phone: 905-941-5504
Fax: 905-941-5504
HST#:

Submission Details

Created On: Thursday March 03, 2022 10:15:16
Submitted On: Tuesday March 15, 2022 18:53:29
Submitted By: Ralph Buerger
Email: ralphb@turfalliance.com
Transaction #: a4bd4cb3-42c7-4591-a274-e708b6309fd6
Submitter's IP Address: 35.183.14.85

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")	Turf Nation, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable
4	Provide your CAGE code or DUNS number:	967713863
5	Proposer Physical Address:	3525 Old Dixie Hwy SE Dalton, GA 30721
6	Proposer website address (or addresses):	www.turfnation.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):	Sid Nicholls President 3525 Old Dixie Hwy SE, Dalton GA, 30721 sidn@turfnation.com 706-278-4001
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ralph Buerger Administration 3698 Falling Springs Road, Bonnieville KY 42713 ralphb@turfalliance.com 905-941-5504
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Nicholls 3698 Falling Springs Road, Bonnieville KY 42713 markn@turfalliance.com 905-327-5501

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>CORE VALUES: Your Trusted Source – Quality Turf Systems, Proven Professionalism and Reliable Service.</p> <p>BUSINESS PHILOSOPHY: Provide "Best Value", design synthetic turf systems that Optimize Sports Specific Performance and Maximize Player Safety. Consistently demonstrate professionalism through honesty and transparency.</p> <p>LONGEVITY: Turf Nation was incorporated in 2009. Turf Nation is a private business with no outside investors. Sid Nicholls (Turf Nation President) first entered the synthetic turf industry in 1977. Sid Nicholls has directly owned and operated turf manufacturing facilities in Georgia since 1999. Turf Nation's Management Team has over 150 years of experience directly in the synthetic turf industry.</p>

11	What are your company's expectations in the event of an award?	<p>The term "expectations" could have multiple meanings when used in this context. Turf Nation's expectation is to utilize the Sourcwell contract to focus all of our Institutional, University, Higher Education, Governmental existing relationships to utilize the Sourcwell contract as a convenient contracting solution to secure our products and services.</p> <p>Our expectation of Sourcwell is that you will arm us with a detailed list of your existing Members for us to introduce ourselves (if not already know) and your administrative assistance/guidance to "on-board" any relationships we have that are not already Sourcwell Members.</p> <p>Ultimately, our expectation, is to grow the Turf Nation brand and our business utilizing the Sourcwell contract – resulting in benefits for Turf Nation, Sourcwell and its Members.</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>Turf Nation is a privately-owned corporation.</p> <p>As you will read later in our submission, Turf Nation's President and Owner - Sid Nicholls, and our Management Team are offering to meet the key Sourcwell representatives at a location and time of your convenience to discuss and demonstrate our financial stability and strength.</p> <p>We hope you can respect that as a privately-owned corporation in an overly competitive industry, we do not publicly disclose financial data, but would welcome the opportunity to bring documentation and demonstrate in person – again at your convenience. For your reference our D&B number is 967713863.</p> <p>It should be meaningful to mention that Turf Nation and its network of dealers has access to over 25 million in bonding within the USA. Turf Nation has never sought to establish bonding outside of the USA, but would investigate further if that is identified as a key to servicing the Sourcwell Members outside of the USA. Please refer to the Turf Nation submission and reference list for more details on our successfully completed international projects.</p> <p>We would request that you engage with us directly to secure whatever financial information you might require and hope you will not punish us for not wanting to disclose our financial success in a public form that could be difficult, if not impossible, to keep confidential.</p> <p>We would welcome the opportunity, should you elect, to visit our manufacturing facility in Dalton, Georgia.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>The number of sports fields in the USA is over 775,000 fields, based on the 2003 STMA study, which is the last credible study on market size that Turf Nation is aware of. Additionally, it has been suggested by the STC and others that there are over 20,000 synthetic turf fields in the USA. The only industry attempts to assess the market have relied on voluntary submissions by competitors within the industry. Turf Nation has elected not to participate in such studies. As a private corporation, we do not consider these studies credible, and question even the data supplied by the competitors that do participate.</p> <p>In an attempt to provide some credible intel on the US market share, we would submit the following select points:</p> <p>1) Turf Nation synthetic turf systems were utilized for the largest known single municipal contract in USA history – Cobb County in Georgia. The Cobb County project was for 16 synthetic turf fields and constructed/completed over a 10-month duration. It should be meaningful that synthetic turf manufacturing primarily resides in the State of Georgia and Turf Nation synthetic turf systems were selected for this prominent contract. Understandably, the overall size of this opportunity attracted considerable competition.</p> <p>2) Turf Nation has over a 33% market share in the NFL. While it is difficult to assess collegiate and government market share due to the classifications that exist (intramural vs. sports programs / municipalities vs. state and federal entities), the NFL is an easily measurable market size – there are 32 teams. 12 NFL teams have selected to play and/or practice on synthetic turf systems manufactured by Turf Nation. As stated previously, including the last 4 NFL Super Bowls played on synthetic turf.</p> <p>While some competitors might try, unfortunately, we simply do not believe there is a credible and reliable way to directly answer your question. It is Turf Nation's hope that the select points above provide some meaningful insights. We would welcome the opportunity to discuss the industry and Turf Nation's success further at the request of the Sourcwell selection committee.</p> <p>While there are over 150 companies that claim to be competitors in the USA synthetic turf industry alone, it should be meaningful to recognize that Turf Nation is one of the very select few that are actually a bonified and genuine manufacturer – not a reseller of turf manufactured by others.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>In 2011, the Government of Ontario, Canada – developed and executed a matching funds program in the Province of Ontario. Turf Nation synthetic turf systems were utilized in 12 of the 21 fields awarded. Each of the projects was independently and individually awarded. Turf Nation's market share in that specific program exceeded 50%.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p> <p>Additionally, Turf Nation's owner and management team have NEVER owned/managed a company that declared bankruptcy.</p>	*

16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Turf Nation is best described as a manufacturer and service provider. Turf Nation sells direct and also has strategically located Authorized Dealers throughout the United States that act as its sales force and service/support pods. Please refer to the Turf Nation Authorized Dealer Map and POD Locations for specific details. Turf Nation is a direct to market manufacturer, directly employs several of the most experienced installation professionals, quality control experts, testing representatives, Certified Sports Field Builders, etc. as a result Turf Nation is also an experienced sports field contractor and maintenance/service provider nationally.</p>	*
17	<p>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.</p>	<p>Meeting all requirements is a necessity. While Turf Nation and its Dealer Network possess countless licenses, registration and certifications, we cannot claim to possess every possible license that might be necessary to complete work for every Sourcewell member. It is not uncommon for Turf Nation and/or its dealer to have to obtain a county sales tax license for a specific project location, etc. The one thing that you can be confident in, is Turf Nation's absolute requirement to function legally and meet all requirements. Whether it is DOT, Health and Safety Requirements, State Registrations, Town Permit Requirements, Contractors Licenses, Tax Requirements at all levels, Union, Prevailing Wage, etc., etc. – Turf Nation has never been accused or even challenged for not being registered properly and/or meeting its tax obligations. While some states require a simply filling and payment of a fee, other states require specialty synthetic turf contractor licenses – similar to California's D12 license – there are no requirements that would prohibit Turf Nation from performing the work legally and that we would not be fully registered for. When a contractor functions on a national basis there is always going to be local considerations that have to be met before a project can even start. Turf Nation regularly performs, drug testing, immigration/naturalization checks for all new hires, background/criminal checks for workers in the field, security clearance checks associated with federal contracts and/or stadium access, requires current OSHA cards/training for its employees and has developed a robust internal industry specific training program – which features 106 classes. Turf Nation is a credible national sports field contractor, direct manufacturer and location-based service provider that is ready for business and will not embarrass your Members.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None Additionally, Turf Nation has NEVER failed to complete a project on time. Turf Nation has NEVER defaulted and/or been pursued on a payment and/or performance bond.</p>	*

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	<p>While Turf Nation projects and surfaces have been features in several prominent industry and architectural publications, the only awards that Turf Nation believes are universal acknowledged and industry specific are the ASBA Awards (American Sports Builders Association).</p> <p>Turf Nation surface have received the following ASBA awards in the past: La Playa Stadium – Santa Barbara Las Vegas Sports Plex Nusenda Community Stadium Shorter College – Georgia University of Nevada – Las Vegas University of Oregon – Pape Field Worchester Academy – Field of the Year 2013</p> <p>NOTE: Recently the STC has started a field award program. Turf Nation is eager to provide certificates for any of the field awards listed above upon request. Turf Nation surfaces have been included in independent side by side studies with multiple competitors and ALWAYS ranked 1st, over the other competitors considered.</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>A majority of Turf Nation's business is for the government and education sectors. Turf Nation does considerable volume annually with the US Armed Forces worldwide, has done many notable projects for the federal government, and often is engaged by local authorities included states, cities, counties and towns. Turf Nations overall revenue is best represented as 80% USA, 15% Canada and 5% International. Turf Nation government and education sector accounts for approximately 70% of our business, with the balance being best classified as private. Even when Turf Nation is selected by a team, for example in the NFL/NCAA, the stadium is actually procuring the purchase. In most instances stadiums are owned by a governmental agency or at a minimum are a public/private partnership.</p> <p>Turf Nation maintains a small administrative and sales team of three people in Welland, Ontario which are geographically located to specifically serve the Canadian marketplace. The decision in 2017 to pursue a master brand strategy under the Turf Nation name has us presently working on obtaining a GSA contract in the USA.</p>
21	What percentage of your sales are to the education sector in the past three years	Answered in Question 20
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?	<p>As referenced earlier in the submission, despite our robust history in the marketplace, In the last few years, Turf Nation elected to pursue cooperative purchasing contracts similar to Sourcwell. Turf Nation was awarded a TIPS cooperative purchasing contract in 2018 and has renewed that contract in 2020. While 2018 is really the first year for these relationships, Turf Nation has already completed almost a million dollars in cooperative purchasing projects and the 2018 season has yet to really begin. Turf Nation is excited to pursue the opportunity of a Sourcwell contract. Turf Nation feels that Sourcwell Members are a natural fit with our legacy client base, that is beyond the opportunity presented by the two recent awards. Respecting that cooperative purchasing contracts such as Sourcwell is only available at specific intervals, inspires Turf Nation to invest whatever resources are necessary to secure a successful outcome. We hope our commitment to a relationship with Sourcwell is apparent by our submission.</p>
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 Presently – Turf Nation, only recently, began seeking a GSA contract and is eager to learn the outcome of the Sourcwell process before investing further effort in obtaining a GSA contract.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Tulane University	Randy Philipson	504-908-0540
City of Canton	JR Rinaldi	330-284-4422
Kenyon College	Justin Newell	740-504-9611
US Bank Stadium	Ed Kroic	612-396-0108
City of Charleston	Matt Sutton	304-348-8174

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 *
Bishop Waterson HS	Education	Ohio - OH	Synthetic Turf for Football & Baseball Field	222,204 sq ft	\$ 346,967.03
Tulane University	Education	Louisiana - LA	Synthetic Turf for Football Field & Practice Area	130,252 sq ft	\$ 304,326.27
US Military / Air Force	Government	Arizona - AZ	Multi-Purpose Synthetic Turf	116,875 sq ft	\$ 184,864.80
Wattsburg HS	Education	Pennsylvania - PA	Football / Softball / Baseball Field	149,162 sq ft	\$ 269,838.42
Grant Community HS	Education	Illinois - IL	Football / Soccer / Lacrosse Multi-Purpose Field	106,154 sq ft	\$ 235,507.00

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>Turf Nation has a direct to market (W2 Employees) sales management team and sales force, that is remunerated by a base salary and incentivized by an additional bonus structure based on sales success. Success in our industry requires a mature, professional and well-educated sales force.</p> <p>It is critical, when seeking projects similar to the financial commitment of a synthetic turf field that people meet in person – it is unlikely that a call center is going to close a synthetic turf field for \$650K.</p> <p>The Turf Nation sales force is best characterized as relationship managers, as they are dispatch geographically but not limited by category within the products Turf Nation offers. Each sales team member has the ability to service our clients' needs from the initial purchase, through the products maintenance and lifecycle/replacement. See additional notes regarding our sales force and strategy as provided within our submission.</p>
27	Dealer network or other distribution methods.	<p>Please refer to the detailed map regarding the CV's and Representation of the Turf Nation Authorized Dealers.</p> <p>Turf Nation has 12 Authorized Dealers within the USA. The Turf Nation Authorized Dealers work in concert with the Turf Nation sales force and sales management team. The 12 Turf Nation Authorized Dealers are best characterized as experienced Sports Field Contractors and allow Turf Nation to offer a total solution for our clients nationally.</p> <p>As a team, Turf Nation and its Authorized Dealers offer full construction, base, drainage, experienced project management, synthetic turf installation, care and maintenance, repair, track surfaces, sport related equipment, infill options and much, much more. No project is too big or too small.</p> <p>The Turf Nation philosophy is to think nationally, but act locally. Turf Nation clients have come to appreciate the comfort that a nationally recognized brand affords, while coming to rely on the convenience/reliability of a local representative.</p>
28	Service force.	<p>Please refer to detailed map regarding the CV's and Representation of the Turf Nation PODS strategic locations.</p> <p>Turf Nation has launched a progressive strategy of developing 13 PODS to service the USA. PODS – stands for Points of Operations, Distribution and Service. Each of the Turf Nation PODS functions to service a specific geographic area. The network of PODS is serviced by a distribution network which ensure timely response to client requests.</p> <p>Each of the Turf Nation PODS is fully staffed and equipped to ensure professional, timely, operationally efficient and reliable service for our client's needs. The local PODS resources represent a competitive financial advantage over any existing national competitor attempting to service the local market from a distance</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.	Turf Nation is capable of contracting and accepting orders in many different formats. Purchase Orders are acceptable for most purchases. All Shipments and Purchase Orders are reviewed by a centralized/singular administration department. This gating approach to all transactions will ensure control and accurate accounting of all Sourcewell transactions. Ralph Buerger – Turf Nation Director of Administration will be the Sourcewell contact for all accounting and financial aspects	*
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>NOTE: Turf Nation is the provider. Turf Nation controls most, if not all, of the critical steps with direct employees.</p> <p>Turf Nation has a 24-service response time for all of our customers. As detailed in the Turf Nation Standards of Installation document, Turf Nation has developed an industry leading set of Best Practices (BP) and Standard Operating Procedures (SOP) that directly drives what we do, how we do it, what our customers should expect from Turf Nation, and what Turf Nation Employees expect from our team. If a customer service issue is not resolved within 48 hours, the Turf Nation Senior Management Team has to be informed via email. The email is to include the particulars of the situation, detail the impediment to resolution and provide the action plan options to resolve. Should the customer service issue remain unresolved for 72 hours after initial reporting, the President of Turf Nation is required to speak with the customer directly.</p> <p>This style/culture of professionalism and accountability, inspires the Team at Turf Nation to act efficiently to resolve any customer service issues in a timely manner – otherwise escalation will occur until the issue is resolved. All customer service issues are managed directly by Turf Nation employees – even if the resolution involves the Authorized Dealers, the customer will be communicating directly with Turf Nation.</p> <p>The Turf Nation culture purposefully assigns a relationship manager to each customer. While some customers elect to, they need never speak to anyone else within the organization when they need assistance/guidance. Their dedicated relationship manager acts as the customers advocate within Turf Nation and the communications conduit between the entire Turf Nation team and the customer. Our customers appreciate that it is clear who they should call, that they will not be passed around and that the person they know is going to take ownership of their concerns.</p> <p>Turf Nation requires that our employees are emotional stakeholders in our brand. Turf Nation's service performance and customer relationships demonstrate our commitment to our customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Turf Nation is fully capable and committed, through its own direct sources, and through its network representatives, to provide a full line of products and services to the Sourcewell members in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>All products and services will be extended to Sourcewell Members in Canada, with no exceptions.</p> <p>Additional shipping, border and/or brokerage charges will be charged where applicable. All prices provided are stated in USD.</p> <p>Turf Nation will produce a separate CDN price list and document set for use in Canada that will reflect a direct exchange conversion of the discounts offered within the Turf Nation Price List as part of our submission.</p> <p>Turf Nation has a dedicated team in Welland, Ontario that will focus on approaching and servicing all Canadian Sourcewell Members. Turf Nation is uniquely positioned over many, if not most, of the other vendors submitting for an Sourcewell award in this category</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographic areas are already fully serviced – there are no exceptions	*
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>All Sectors will be fully serviced.</p> <p>There is no impediment to Turf Nation maximizing a Sourcewell contract if we are awarded.</p>	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no restrictions on Turf Nation's ability to service all/any Sourcewell Members (USA and Canada).</p> <p>In fact, Turf Nation has an authorized dealer dedicated to strictly Hawaii and Alaska – Turf Nation has proudly done projects in both states, including the University of Hawaii – Aloha Stadium. Not that the number of fields in Alaska and Hawaii are big numbers, but Turf Nation surfaces have a majority of the market share – directly because of our Authorized Dealers focus.</p> <p>The Management Team at Turf Nation previously complete Hiram Bithorn – Baseball Stadium in Puerto Rico. Turf Nation has Sourcewell projects that are currently being negotiated in West Virginia, Ohio, Louisiana and California that exceed \$10M USD. Turf Nation has functioned in most of the USA Territories.</p> <p>Turf Nation has a meaningful presence and sale effort in Canada, as explained in previous responses.</p>
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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.	<p>Turf Nation's marketing and branding strategies are progressive and specific. While we knew that it would take time to educate our network and engage Sourcewell - even with the pandemic we are seeing the success of our mutual investment - Turf Nation has secured over \$10 million in Sourcewell contracts for 2022 alone. The quality of Turf Nation's marketing/branding documents rival any of the competitors in the industry – Sourcewell is listed on all appropriate materials, www.turfnation.com and incorporated into standard rotation on our social media platforms.</p> <p>Turf Nation does not traditionally focus on large trade shows, opting instead for smaller selective and targeted conferences where we have learned the impact is meaningful. Turf Nation does not focus on traditional print media, and has instead invested in the process of developing of an aggressive Big Data driven digital platform (relying on NoSQL and Hadoop). One of our national dealers is a Women Owned Business (WBE) which has proven a desire for many clients as they seek WBE/MBE requirements.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Turf Nation's Director of Digital Media is Alex Bilyj. Alex continues to lead all digital platform and strategic initiatives associated with technology. Our social media team consists of three participants, led by Rachael Baumgardner – Turf Nation's Director of Brand Development, with one representative from the Sales Management Team and one member from the Digital Media team.</p> <p>All future marketing and branding initiatives by Turf Nation will be driven by the predictive analytics of our Big Data platform. Turf Nation's Big Data platform is inspired by the IBM and Amazon S3 model. Capable of mining NoSQL and analytics through Hadoop.</p> <p>To our knowledge no competitor within the synthetic turf industry has made such an investment to develop a platform of this magnitude</p>
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?	<p>Turf Nation's expectation of the Sourcewell role in our relationship is best summarized as listed below:</p> <ul style="list-style-type: none"> - Inform all Sourcewell Members of Turf Nation's Award - Provide Turf Nation with a digital list of the current Sourcewell Members - List Turf Nation on the Sourcewell Website and in all appropriate sections (reciprocal website links) - Assist Turf Nation with "ON-BOARDING" new Sourcewell Members upon request - Consider participation when requested to help educate future clients - Advise Turf Nation when new members join – so we can execute outreach protocols - Provide all vendors within the category that receive an award with equal opportunity <p>NOTE: An award to Turf Nation will arm us with the tool, the majority of the work to utilize that tool will be borne by Turf Nation.</p>
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.	<p>Turf Nation has already completed the build out of an exclusive Sourcewell portal. The Sourcewell portal is encrypted and requires unique login/password credentials for each member. These credentials will be provided to every existing Sourcewell member initially. New Sourcewell members will sign up directly through the portal. While orders can be placed online, it is not actually e-commerce as the financial transactions are not automated. Financial automation is not appropriate for the dollar levels associated with our transactions. So, depending on your definition of the e-procurement, Turf Nation does, or might not, meet your requirements/desires. Turf Nation is one of the most technologically sophisticated competitors in the industry and we pursue all platforms/strategies that are known to work.</p>

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.	<p>The list of the NO-CHARGE value added services offered by Turf Nation to Sourcewell members is summarized below:</p> <ul style="list-style-type: none"> Design / Layout Surfacing Drawings Construction Shop Drawings Logo Design and Development Gmax Performance Test Upon Completion 90 Day Inspection After Installation Maintenance Training with each Field Football Grid - Including 5 Yard Lines Baseball / Softball Lines 8-Year Warranty <p>The list of discounted products, services and Training/education/testing are detailed within the Turf Nation Catalog. The discount offered by Turf Nation ranges between 5% and 15% as detailed in the Turf Nation Sourcewell Price List.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Members of the Turf Nation Management Team are named inventors on several industry significant patents filed with the USPTO. The Management Team at Turf Nation is leading the innovation of stadium surfaces and their conversion. Recycling Strategies, Fiber Optics, Magnets, Storage Solutions, etc. are only some of the innovations Turf Nation has inspired, is developing and/or has commercialized.</p> <p>Turf Nation features multiple high-speed precision tufting lines, a full-service logo department, and in stock installation supplies. Turf Nation is proud to manufacturer surfaces made in the U.S.A. Turf Nation's state-of-the-art computerized water jet cutting table, integrated design studio and experienced assembly ensures the highest quality and precision.</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>Please refer to the Cradle to Cradle document within the Turf Nation Sourcewell submission for more information on Turf Nation's "green" initiatives.</p> <p>The Turf Nation "green" initiative is developed through constant research and development into recycling for the sake of the environment. Presently, field infill materials are recycled, cleaned and re-introduced into newer fields being installed. Also, more environmentally renewable sources of infill such as cork are being introduced into the Turf Nation stream of products. Turf Nation has LEED professionals on staff.</p> <p>All the rubber infill comes from recycled products. This represents approximately 50% of the weight of an installed Turf Nation turf system. We also have capabilities to reuse infill at the end of the useful life and have an active recycling program for all production waste at our factory.</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.	Not Applicable
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>Turf Nation is NOT itself a W/MBE or SBE based on the SBA definitions and requirements. Turf Nation has 12 Authorized Dealers, several of which qualify as Small Business Entities (SBE) and one of which is a Women Owned Business. Turf Nation also works with three national firms that participate when necessary to ensure our compliance with WMBE and SBE requirements (which can often be significant on federally funded stadium projects). Turf Nation has never failed to legally meet any W/MBE and/or SBA requirements.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Turf Nation's overall product offering is robust and likely far superior to the competitor's offerings to Sourcewell Members.</p> <p>The detailed submission by Turf Nation collectively represents the unique attributes, products and services offered to Sourcewell Members – without restating everything here we would hope the overall submission justifies Turf Nation worthiness for an award.</p> <p>We respect that various aspects of the Turf Nation Sourcewell proposal are difficult to inventory in a process similar to this. A careful review of our submission, the Turf Nation Price List and Turf Nation Sourcewell Catalog will hopefully arm the Sourcewell decision makers with a comprehensive understand of Turf Nation's overall proposal. There is significant value to Sourcewell Members just in the discount offered alone, when combined with the no-additional charge value added services, programs, services and marketing plan – we hope that Sourcewell will come to the conclusion that Turf Nation is worthy of the Sourcewell award.</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?	8 Years on Warranty on ALL Synthetic Turf Surface, inclusive of labor, repair, disposal and materials. Non-Synthetic Turf Surface related purchases (IE: Goal Posts) have a minimum 1-year warranty, or a manufacturer's warranty – whichever is longer and provides best coverage.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All geographic regions in the continental United States have access to a certified, trained technician.
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?	All Synthetic Turf Systems in this submission are manufactured by Turf Nation and covered by the 8-year warranty. Any and all warranty claims are dealt directly with Turf Nation – regardless of source of manufacture. Non-Synthetic Turf Surface related purchases (IE: Goal Posts) have a minimum 1-year warranty, or a manufacturer's warranty – whichever is longer and provides best coverage.
51	What are your proposed exchange and return programs and policies?	If a manufacturer defect has been discovered once the materials have been received by the customer, Turf Nation will bear the cost of manufacturing new material, shipping the new material to the client and picking up and returning the defective materials.
52	Describe any service contract options for the items included in your proposal.	Please refer to the Turf Nation Price List and Catalog for details on the Service Contract options. The Turf Nation proposal includes many Service Contract options, such as: Maintenance (with or without equipment purchase requirements) Performance Testing Gmax Testing Project Management Evaluation Analysis Construction Services Design and Engineering Consulting

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	NET 30 Days with Authorized Purchase Order / Progress Payment / OAC. Accepted payment methods are check, ACH or Wire Transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, financing information is included in the submission
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.	Proposals, Order Forms, Purchase Orders, Manuals and Service Agreements.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	While Credit and Purchase/Procurement cards ARE accepted they are not traditionally used for the high dollar purchased associated with many of Turf Nation's typical transaction. This type of payment process is not typically used, in our experience, for purchases over \$10K USD.

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Please refer to the Turf Nation submission, specifically the Price List and Catalog for details.
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.	The Sourcwell discount offered by Turf Nation represents between 5% and 15% based on the specific item and aspect. Please refer to the Turf Nation Price List incorporated within our submission for details. Turf Nation has not and does not offer a discounted price that is lower than the Sourcwell price list submitted.
59	Describe any quantity or volume discounts or rebate programs that you offer.	The discount offered best represents the offer. Extraordinarily large contracts can be considered on a case by case basis.
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.	The Turf Nation proposal submission allows/affords for this style of solution/option. Please refer to the Turf Nation Price List and Catalog for details regarding our products, services, discounts and options related to "Open Source" style offerings. Turf Nation is offering construction services based on the nationally recognized RS Means construction costing schedule. Turf Nation traditionally does "nonstandard options" for cost plus 15%. Within the Turf Nation submission, we offer a blanket option for non-listed aspects at the discounted rate of 12%. This represents a 3% discount to the customer and after the 2% administrative fee to Sourcwell, would represent Turf Nation receiving cost plus 10%. Turf Nation has experience with GMP (Guaranteed Maximum Price), CM@Risk and CM@Risk-Open Book contracting options for Project Management Services and Construction Services/Projects. Turf Nation typically utilizes AIA standard documents for contracting with our clients to ensure fair and balanced contract language. NOTE: The Turf Nation Proposal as submitted AFFORDS for Construction Services and Project Management based on the details within the Turf Nation Price List and submission. We recognize the need for these services and solutions for Sourcwell Members and Turf Nation represents an experienced and professional option.

61	<p>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.</p>	<p>Please refer to the Turf Nation Price List and Sourcewell Catalog in Section 4 for details on the products, services and details associated with the Turf Nation submission. The documents (PRICE LIST / CATALOG) supplied within our submission govern the terms, conditions and details of the various aspects offered by Turf Nation. Without creating conflict with those aspects in the Turf Nation Price List and Catalog submitted – we offer the following narrative to assist in responding to your inquiry.</p> <p>CURRENCY: All Turf Nation pricing is supplied in USD, all exchange, duties, excise, customs, brokerage and/or tariffs will be the direct responsibility of the purchaser.</p> <p>TAXES: None of the pricing supplied by Turf Nation includes taxes – if applicable. Any applicable taxes will be an additional cost to the customer and borne by the purchaser as required by law.</p> <p>SHIPPING: Turf Nation has not included shipping in any of the pricing – as shipping is project/customer unique based on the geographic location and the only way to include shipping in the pricing would result in overcharging clients that are in close proximity of our shipping points.</p> <p>TURF INSTALLED COMPLETE: Turf Nation has submitted solutions for Synthetic Turf Systems that is inclusive of materials, supplies, shipping and installation – and would best be described as INSTALLED COMPLETE. The Turf Installed Complete pricing is based on a minimum square footage of 80,000, and Turf Nation reserves the right, but not the obligation, to charge the purchase additional fees for lower quantity projects. The terms and details of the Turf Installed Complete pricing anticipate delivery within 30-45 days ARO, OAC, prices are inclusive of shipping within the 48 contiguous states and installation within 48 contiguous states.</p> <p>TURF ONLY: The Turf Nation proposal also offers the flexibility and option for Sourcewell Members to purchase TURF ONLY. Under this option, the turf material is the only aspect included, all other costs are additional.</p> <p>SERVICES: All Services pricing supplied within the Turf Nation proposal are considered to include the materials, supplies and labor necessary to complete the service as detailed within the proposal.</p> <p>EQUIPMENT: All Equipment pricing supplied within the Turf Nation proposal is SUPPLY ONLY, all additional charges are additional (IE: Shipping, Installation, etc.). While Turf Nation offers solutions within our proposal for installation, project management and construction services – these costs are additional/optional when dealing with the supply only purchase of equipment and materials.</p> <p>GEOGRAPHIC LOCATION: The Turf Nation submission, when incorporating installation, product and/or services is based on deliver and/or execution within the 48 contiguous states. Any adjustments and/or extra charges necessary will be at cost and transparent to the customer.</p> <p>WAGES: All product and service pricing supplied by Turf Nation within our proposal is based on standard/existing Turf Nation labor rates. Any requirements for Union, Prevailing Wage and or Wage Premium will be an additional charge and borne by the customer.</p> <p>NOTE: Many of the Turf Installed Complete includes Value Added aspects such as sports lines and maintenance components that are included with the purchases as detailed within the Turf Nation Price List and Catalog.</p> <p>NOTE: Turf Nation always seeks to be transparent with our customers. Any additional charges, if applicable, will be identified and agreed to in writing by the customer BEFORE they are incurred.</p>
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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.	<p>Please refer to the Turf Nation Price List and Sourcewell Catalog in the documents section for details on the products, services and details associated with the Turf Nation submission. The documents (PRICE LIST / CATALOG) supplied within our submission govern the terms, conditions and details of the various aspects offered by Turf Nation. Without creating conflict with those aspects in the Turf Nation Price List and Catalog submitted – we offer the following narrative to assist in responding to your inquiry.</p> <p>By way of reference Turf Nation incorporate all responses to number 61 above in this section.</p> <p>SHIPPING: Turf Nation, unless specifically indicated, has not included shipping in any of the pricing – as shipping is project/customer unique based on the geographic location and the only way to include shipping in the pricing would result in overcharging clients that are in close proximity of our shipping points.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Turf Nation has extensive experience and has successfully complete projects in Alaska, Hawaii, Canada and offshore locations. Turf Nation has existing relationships with Matson International, DHL, UPS, Rosedale and other specialized shippers to accommodate these shipping needs. Customers will have the option to arrange their own shipping or have Turf Nation coordinate all of the logistics and the shipping fees and have them incorporated into their Turf Nation billing/purchase.</p>	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Turf Nation utilized its PODS distribution network to facilitate any “HOT SHOT” services/needs. Many distribution and/or delivery challenges presented are unique to the situation. Rest assured, Turf Nation has extensive experience in all logistical aspects and has a mature/existing network of shipping partners and options. Turf Nation always seeks the most financially efficient and reliable logistical option to meet our customers needs.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>NOTE: The majority of the primary products and services are equivalent to the discounts offered to other cooperative procurement organizations by agreement. However, there are additional aspects that are either incorporated in the Value-Added aspects that are preferential and/or not offered to other cooperative procurement organizations that would be assessed as option/letter C in the pull down options.</p>

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.	As expressed previously, Turf Nation has centralized control / singular point control over all Sourcewell transactions. All Sourcewell transactions will be overseen by Ralph Buerger – Turf Nation Director of Administration as the single point of contact regarding these matters. It is likely material to note that Turf Nation will have its financial aspects audited by an independent auditing firm and it should represent a source of comfort to Sourcewell. Turf Nation tracks all transactions in real-time and will report quarterly in detail as required.
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.	Refer to our Standard Operating Procedures and Best Practice Installation Document for checklists and Quality Assurance Protocols.
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.)	The Sourcewell fee offered by Turf Nation is 2%. The Sourcewell fee will be calculated based on the purchase subtotal before tax and shipping. Sourcewell will not be calculated on shipping and/or taxes.

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.	Turf Nation offers the highest quality synthetic turf systems for all types/levels of sports applications, maintenance equipment/service to ensure the synthetic turf longevity, related sports equipment, financing options and a dedicated web portal exclusively developed for Sourcewell Members. Please review the Sourcewell Catalog Turf Nation has developed for your members and supporting price list for further details.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of Subcategory Titles: (Please refer to the Price List and Turf Nation Catalog contained within this submission for further details) Turf ONLY Turf Systems – Installed Complete Added Value (Special Offers to Sourcewell Members) System Upgrades Maintenance Support (including Installation and Repair) Shock Pad Wall Padding Baseball Equipment Softball Equipment Soccer Equipment Football Equipment Lacrosse Equipment Removable Surfacing Systems Ramps Play Safety Tiles Tactical Mats Performance and Safety Tools Infill Material Construction/Contracting Services (Inclusive of Project Management, GMP and CM @Risk)

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	<p>The Turf Nation submission incorporates a robust list of categories designed to best serve our customer needs. Turf Nation is a synthetic turf sports field contractor, but has the capability of performing any sports field needs, including natural grass, equipment, rubber infill supply, repairs, etc.</p> <p>Turf Nation offers the highest quality synthetic turf – in both a TURF ONLY and TURF INSTALLED COMPLETE pricing within our proposal. The Turf Nation proposal includes the top 20 pre-engineered synthetic turf systems and incorporates solutions for all sports applications at all levels. A list of the subcategories offered within our proposal, price list and catalog are reproduced below for your convenience.</p>
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	Please refer to the Turf Nation submission, specifically the Price List and Catalog for details.
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	Please refer to the Turf Nation submission, specifically the Price List and Catalog for details.

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>Turf Nation has extensive differentiation from our competitors. Turf Nation's differentiation is not merely in its products, but in our approach, philosophy, systems, programs and strategies. Many of the differentiators start at the design and chemistry of the materials themselves (IE: use of C08 Resins, etc.). Turf Nation and its Management Team are named inventors on several USPTO Patents and continue to develop innovation in all aspects of our products and services. Turf Nation takes a different approach to the products and services we offer – the goal is to be a solutions provider, not simply a product supplier, manufacturer and/or contractor. In fact, many of the products and/or services Turf Nation offers are a result of customer driven needs/requests. While much of the differentiation is not readily apparent/appreciated by our customers, they do combine to distinguish the Turf Nation overall experience and relationship from our competitors.</p>
75	Describe any sustainability design features your product offers.	While we offer many different products - our primary product line incorporates recycled content of over 70% by weight. UV Stabilization and end of useful recycling are also incorporated in our program and submission.
76	Describe the installation process and how it is managed from product order to completion.	Refer to the Installation Best Practice Document and Standard Operating Procedures as incorporated within our submission.

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
All	Proposal Pricing	All Submitted Pricing is in USD As more of a clarification than Exception

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](#) - TNI PRICING.zip - Thursday March 10, 2022 10:07:45
 - [Financial Strength and Stability](#) - TNI FINANCIAL.zip - Thursday March 10, 2022 10:08:14
 - [Marketing Plan/Samples](#) - TNI MARKETING.zip - Thursday March 10, 2022 10:09:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - TNI WARRANTY.zip - Thursday March 10, 2022 10:10:02
 - [Standard Transaction Document Samples](#) - TNI STANDARD.zip - Thursday March 10, 2022 10:10:21
 - [Upload Additional Document](#) - TNI ADDITIONAL .zip - Thursday March 10, 2022 10:12:16

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. - Ralph Buerger, Administration, Turf Nation 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