



## **Solicitation Number: RFP #031022**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and FieldTurf USA, Inc., 175 N. Industrial Blvd. N.E., Calhoun, GA 30701 (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 Athletic Surfaces with Installation, and Related Equipment, Materials, and Services from which Supplier was awarded a contract.

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

#### **1. TERM OF CONTRACT**

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

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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



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

*3. Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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



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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

FieldTurf USA, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
*Eric Dalieri*  
By: 68E64DD8AF38430...  
Eric Dalieri  
Title: President – Tarkett North America & Tarkett Sports

Date: 5/24/2022 | 9:51 PM CDT

Date: 5/31/2022 | 9:20 AM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

Date: 5/31/2022 | 9:21 AM CDT

# RFP 031022 - Athletic Surfaces with Installation, Related Equipment, Materials, and Services

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## Vendor Details

Company Name: FieldTurf USA, Inc.  
Address: 175 N Industrial Blvd NE  
Calhoun, GA 30701  
Contact: Sarah Morehead  
Email: Sarah.Morehead@smartbuycooperative.com  
Phone: 503-267-0165  
Fax: 706-625-6534  
HST#:

## Submission Details

Created On: Thursday January 20, 2022 15:48:16  
Submitted On: Friday March 04, 2022 13:00:35  
Submitted By: Sarah Morehead  
Email: Sarah.Morehead@smartbuycooperative.com  
Transaction #: dc9edaa2-577a-4eb6-83f6-c3b5f0f775cc  
Submitter's IP Address: 136.226.57.88

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## 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")	FieldTurf USA, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tarkett Sports Indoor
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	FieldTurf Tarkett Sports Tarkett
4	Provide your CAGE code or DUNS number:	DUNS: 131862364 CAGE code: 4BYK4
5	Proposer Physical Address:	175 N Industrial Blvd N.E. Calhoun Georgia 30701 United States
6	Proposer website address (or addresses):	www.fieldturf.com https://www.tarkettsportsindoor.com/ www.smartbuycooperative.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):	Eric DALIERE President – Tarkett North America & Tarkett Sports Eric.Dalier@tarkett.com T: +1 440 903 4536 M: +1 917-783-3360 30000 Aurora Rd, Solon, OH 44139
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sarah Morehead Director of Operations- SmartBuy  19600 SW 129th Avenue Tualatin OR 97062 United States Tel: +1 503 563 6390 Other: +1 888-209-0065 Mobile: +1 503-267-0165 Fax: +1 503-692-8659 Email: Sarah.Morehead@smartbuycooperative.com www.smartbuycooperative.com

9	<p>Proposer's other contacts for this proposal, if any (name, title, address, email address &amp; phone):</p>	<p>Eric Fisher                  Director of Sales- SmartBuy                   19600 SW 129th Avenue Suite A                  Tualatin OR 97062                  United States                  Tel: +1 503 563 6395                  Other: +1 888-209-0065                  Mobile: +1 503-708-6548                  Fax: +1 503-692-8659                  Email: Eric.Fisher@smartbuycooperative.com                  www.smartbuycooperative.com</p> <p>Stephane Leudet de la Vallee                  Vice-President Indoor Products North America &amp; EMEA                   175 N Industrial Blvd N.E.                  Calhoun Georgia 30701                  United States                  Mobile: +1 770-510-3423                  Email: Stephane.Leudet@tarkettsports.com                  https://tarkettsports.com/                  William Thornton                  North American Technical Manager</p> <p>175 N Industrial Blvd N.E.                  Calhoun Georgia 30701                  United States                  Tel: +1 706 383 5847                  Other: +1 888-364-6541 ext. 150                  Mobile: +1 770-712-8540                  Fax: +1 (706) 625-6534                  Email: William.Thornton@tarkettsports.com</p>
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**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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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>Date of incorporation: Nov 6, 1996 (FieldTurf International, Inc.)  Date of name change to FieldTurf USA, Inc.: Oct, 1 2004  FieldTurf USA, Inc/Beynon Sports Surfaces/and Tarkett Indoor Flooring are all part of the Tarkett Sports Company.  Headquartered in Montreal, Quebec, Canada - FieldTurf USA, Inc. comes from humble beginnings. Its debut in the sport surfacing industry was in 1988 with the introduction of a synthetic grass system for tennis courts and a synthetic grass surface used to minimize wear and tear around golf practice tees. The company then began developing synthetic turf surfaces for other sports installations including soccer, lacrosse, football and baseball. FieldTurf focused on perfecting a sports field system with a sand and rubber infill, which provided superior athlete safety, high performance and extreme durability. The infilled artificial turf industry was born when, in 1994, FieldTurf USA, Inc. installed its first full size indoor soccer field.  When it comes to artificial turf sports fields, FieldTurf is the most trusted brand in the industry. Whether it is football, soccer, baseball or any other sport, FieldTurf fields provide athletes with the safety and performance they need to perform at their best, while giving field owners the durability they want to maximize the value of their investment. Fieldturf is the world leader in artificial turf with over 20,000 installations worldwide.  Tarkett Sports:  Tarkett Sports is a world leader in athletic surfacing and is a division of Tarkett Group, which was established in 1986.  Tarkett Sports covers all types of sports surfaces. It boasts a dominant position on its market, a full product line and key expertise at every level of sports. Tarkett Sports is a sports subsidiary of the Tarkett Group. Both FieldTurf and Beynon are part of the Tarkett Sports Division.  The Tarkett Sports approach to indoor sports flooring is to be a knowledge resource for all sports facility stakeholders and provide the right flooring solutions for the needs and values of our customers. To accomplish this, we offer a wide range of gym flooring options, suitable for many different activities and level of competition. In addition, we strive to offer expertise and knowledge that will help make each project a success. Tarkett Sports also provides comprehensive environmental data for each of its gym flooring options, allowing each customer the opportunity to make informed decisions according to their values.  TARKETT:  From its humble, entrepreneurial beginnings in 1880, to becoming today's #1 global manufacturer of resilient floorcoverings, Tarkett has never wavered in its commitment of providing innovative, sustainable solutions for the built environment. Tarkett is a global leader in innovative and sustainable solutions for flooring and sports surfaces. With a wide range of products including vinyl, linoleum, carpet, rubber, wood &amp; laminate, synthetic turf and athletics track, the Group serves customers in more than 100 countries worldwide. With 11,000 employees and 30 production sites, Tarkett sells 1.3 million square meters of flooring every day, for hospitals, schools, housing, hotels, offices, stores and sports fields. Committed to sustainable development, the Group has implemented an eco-innovation strategy and promotes circular economy. Tarkett net sales of 2,739 billion euros in 2019 are balanced between Europe, North America and new economies.  Tarkett is listed on Euronext Paris (compartment A, ticker TKTT, ISIN: FR0004188670). Please go to the link below for additional financial results and documents or see the 2019 Results.  <a href="http://tarkett.com/en/content/financial-results">http://tarkett.com/en/content/financial-results</a>  FieldTurf has been operating continuously for over 15 years. Our history as the inventor of infilled artificial turf is well documented, but what's important is that we've spent the necessary investment in innovation to stay ahead of the competition.  FieldTurf is owned by the \$2 Billion Tarkett Group, and backed by \$60 Billion KKR. To speak to our financial strength, our bonding capacity is over \$75 million and insurance coverage limit \$20 million. We are more than capable of handling a project of this magnitude.  During our time in business over 30 companies have entered and left the industry. This highlights the risk in dealing with some industry partners. In fact, there are over 500 fields installed currently in America that do not have any warranty protection. The solution? FieldTurf provides all of our clients with the best insured warranty in the business. Our annual aggregate is \$32,000,000 per year.  Years in Business: Tarkett 140 years  Years in Business: FieldTurf: 30 Years  Years in Business: Tarkett Sports: 10 years</p>
11	What are your company's expectations in the event of an award?	<p>FieldTurf expects to utilize the Sourcewell contract extensively. FieldTurf has held the turf and track Sourcewell contract for over 12 years with over \$240M worth of contract sales through NJPA/Sourcewell in over 36 states. FieldTurf and Tarkett Sports plan to continue to drive sales through Sourcewell over the next 4 years with our indoor sports surfacing products. We have continued to expand our cooperative purchasing product and service line to maximize Sourcewell sales opportunities.</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>FieldTurf, Tarkett Sports, and Beynon Sports are part of the Tarkett Group. Tarkett is a global leader in innovative and sustainable solutions for flooring and sports surfaces. With a wide range of products including vinyl, linoleum, carpet, rubber, wood &amp; laminate, synthetic turf and athletics track, the Group serves customers in more than 100 countries worldwide. With 11,000 employees and 30 production sites, Tarkett sells 1.3 million square meters of flooring every day, for hospitals, schools, housing, hotels, offices, stores and sports fields. Committed to sustainable development, the Group has implemented an eco-innovation strategy and promotes circular economy. Tarkett net sales of 2,739 billion euros in 2019 are balanced between Europe, North America and new economies.</p> <p>Tarkett is listed on Euronext Paris (compartment A, ticker TKTT, ISIN: FR0004188670). Please go to the link below for additional financial results and documents or see the 2021 Results.  <a href="https://www.tarkett-group.com/app/uploads/2021/12/08141226/consolidated-financial-statements-june-2021.pdf">https://www.tarkett-group.com/app/uploads/2021/12/08141226/consolidated-financial-statements-june-2021.pdf</a></p> <p>FieldTurf has been operating continuously for over 30 years. Our history as the inventor of infilled artificial turf is well documented, but what's important is that we've spent the necessary investment in innovation to stay ahead of the competition. To speak to our financial strength, our bonding capacity is over \$75 million and insurance coverage limit \$20 million. We are more than capable of handling a project of this magnitude.</p> <p>During our time in business over 30 companies have entered and left the industry. This highlights the risk in dealing with some industry partners. In fact, there are over 500 fields installed currently in America that do not have any warranty protection. The solution? FieldTurf provides all of our clients with the best insured warranty in the business. Our annual aggregate is \$32,000,000 per year.  See Attached 2021, 2020, 2019 Financial Statements  See Attached Letter of Credit from Bonding Company</p>
13	What is your US market share for the solutions that you are proposing?	45% market share for Indoor Sports Flooring
14	What is your Canadian market share for the solutions that you are proposing?	56% market share for Indoor Sports Flooring
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
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>We do manufacture each mix product we are offering.</p> <p>a.) Independent</p> <p>b.) Tarkett Indoor Sports uses a network of Sales force, customer service, technical, project management, and logistics teams are our employees. Dealer and labor services are independent. Manufacturing Excellence: ISO 9001 certified for leadership in quality, environment and safety management systems, Tarkett Sports' facilities in Calhoun (FieldTurf, EasyTurf, &amp; Tarkett Sports Indoor) Chargin Falls (Tarkett Sports Indoor) and Hunt Valley (Beynon Sports and Renner Sports) represent three of the most advanced manufacturing operations in North America. With international manufacturing facilities in Auchel, Sedan (France), and Botany (Australia), Tarkett Sports showcases an extended network of production capabilities. See attached RSM and Dealer Map.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>General Contracting Licenses (if required) are held throughout the United States  ISO 9001 and ISO 14001 certified factories  Product environmental certifications such as FloorScore, CRI Green Label Plus, and Gold Label are available with most products. FSC certified wood is available with our Maple wood products.</p> <p>FieldTurf USA, Inc. holds the following licenses for the Tarkett Sports Group:  Alabama: 51948- General Contractor  Alabama: S-40652-Sub Contractor  Alaska: CONE33631- General Contractor  Arizona: 314411- Dual KA  Arkansas- 172490416-DIR license  California (Public Works License- DIR): 1000004625-DIR License  California: 849044-C61/D12 A C27  Delaware: 2008203565- 331-Constrector Resident  Florida: CGC1507328-General Contractor  Georgia: GCCO005138- General Contractor Company  Idaho (PWC): PWC-C-16674-AAA-4 [20790,02740, 02310]  Idaho (Bureau of Occupational Licenses- non-public bids): RCE-38454</p>

Illinois –Department of Human Rights: IDHR #120963-00  
 Indiana: 20220489- General Contractor  
 Iowa: C106260- Registered Contractor  
 Louisiana: CL.0045097 – artificial turf, specialty, recreation & sports facilities and golf courses.  
 Minnesota: IR714564- Contractor Registration  
 Mississippi: 16435-SC [Asphalt, Excavating, Grading & Drainage]  
 Montana: 156033- Construction Contractor  
 Nebraska: 44678-21-Contractor Registration  
 Nevada: 68611- C10 Limited to turf only  
 New Jersey: 631021- Public Works Contractor & School Development Authority Prequal.  
 New Mexico: 363013-GF05  
 North Carolina: 66648-General Contracting  
 North Dakota: 49661- Class A Contractor  
 Oregon: 181583: GC-Commercial and Residential  
 Rhode Island: 40614-Class C Commercial  
 South Carolina: G116980 – BD5 GD5 H15 BT5 MS5 RR 5 WL5  
 Tennessee: 57455- S-Athletic & S-Running  
 Utah: 7330453-5501 – E100, S310, S500  
 Virginia-2705106035- Class A Highway & Rec Facility  
 Washington: CC01 FieldU1955JH- Construction Contractor  
 West Virginia: WV043760 – General Building  
 Wyoming (Depends on City/County):  
 3564- General  
 3074-Excavation & Grading  
 3075- Misc

Beynon Sports Surfaces holds the following licenses for the Tarkett Sports Group:  
 Alabama #37115- Recreation and running tracks  
 Alaska #CONE37908-General Contractor w/o Registered Contractor Endorsement  
 Arizona #23979-Class CR-5 Restricted by Registrar  
 Arkansas #0168160521 – Floors and Sport & Rec Surfaces  
 California #883198- Class C-15 Flooring and Floor Covering  
 Colorado (SC-9, 11) Division 2 – Site work  
 Connecticut- Certificate of Authority- no specific other license number required  
 Delaware (Non-Resident) #2002108228 – Contractor Non-Resident  
 Florida: CGC1525782-Certificate of Competency-Painting Int & Ext.  
 Idaho: RCE-16165  
 Idaho: PWC-C-16549 Unlimited 4 –Public Works Contractor's license  
 Illinois: Registration No# 22483  
 Indiana- Certificate of Authority- no specific other license number required  
 Iowa: C101063  
 Kansas: Certificate of Authority- no specific other license number required  
 Kentucky: Certificate of Authority- no specific other license number required  
 Louisiana (Specialty Contractors Lic) #39893- Gym Flooring & Running Tracks  
 Maine: Certificate of Authority- no specific other license number required  
 Maryland: #3414768- Construction Firm  
 Massachusetts (Certificate of Eligibility) #1537 – Floor Covering  
 Michigan: Certificate of Authority- no specific other license number required  
 Minnesota: Certificate of Authority- no specific other license number required  
 Mississippi: #14821-SC  
 Missouri: Certificate of Authority- no specific other license number required  
 Montana: #155905  
 Nebraska: #27310-19  
 Nevada: #0068035- A-22 Running Tracks and Gym Floors  
 New Jersey (Public Works Contractor Reg) #624443  
 New Jersey (DPMC Classification Certif) C060 Athletic Field/Tracks/Courts  
 New Hampshire: Certificate of Authority- no specific other license number required  
 New Mexico: #373521 Classification #373531  
 New York: Certificate of Authority- no specific other license number required  
 North Carolina: Certificate of Authority- no specific other license number required  
 North Dakota (Class A Contractors License) #37161  
 Ohio: Certification of Payment) #20003579  
 Oklahoma: Certificate of Authority- no specific other license number required  
 Oregon #164916 Specialty Contractor  
 Pennsylvania: Certificate of Authority- no specific other license number required  
 Rhode Island: Certificate of Authority- no specific other license number required  
 South Carolina: Certificate of Authority- no specific other license number required  
 South Dakota: Certificate of Authority- no specific other license number required  
 Tennessee (Contractor's License) #00049508  
 Texas: Certificate of Authority- no specific other license number required  
 Utah: Contractor with LRF #7605416-5501  
 Vermont: Certificate of Authority- no specific other license number required  
 Virginia: Contractor's License #2705 069637A Classification RFC  
 Virginia: Fairfax County #2105260



		<p>Washington: Contractor's License #602 735 618                  West Virginia: #WV037122- Specialty Contractor                  Wisconsin: Certificate of Authority- no specific other license number required                  Wyoming: Certificate of Authority- no specific other license number required</p> <p>Canada Tarkett Licenses:                  British Columbia Alberta                  Vancouver City of Calgary</p> <p>See attached Contractors license list</p>	
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2021 American Sports Builders Association                  Walsh University – Larry Staudt Field                  North Canton, OH                  Builder: Vasco Sports Contractors                  Participated in Project: SportsField Specialties, Inc., FieldTurf USA, Inc.</p> <p>University of Maryland - Jones-Hill House -                  Performance and Innovation Center                  College Park, MD                  Builder: SCG Fields, LLC                  Participated in Project: Sportsfield Specialties, Inc., Hunter Industries,                  SportsEdge, Fieldturf USA, Inc.</p> <p>Abessinio Stadium at Salesianum School                  Wilmington, DE                  Designer: Activitas Inc.                  Participated in Project: Clark Companies, American Athletic                  Track and Turf, The LandTek Group, Inc., Sportsfield Specialties, Inc.,                  Brock USA, Musco Sports Lighting, Beynon Sports Surfaces, Inc., FieldTurf</p> <p>Lowman-Walton Sports Complex (Sidney High School)                  Sidney, MT                  Builder: Fisher Tracks, Inc.                  Participated in Project: Renner Sports Surfaces, KWS Engineering,                  STOCKMEIER Urethanes USA, Inc., Liberty Tire Recycling, LLC,                  Ultimate RB, Inc.</p> <p>2020                  FieldTurf Genius won the 2020 Sports Turf Managers Association (STMA) Innovative                  Award                  FieldTurf Genius was a finalist in the 2019 Yahoo Sports Technology Awards                  2020 American Sports Builder Awards:                  Danielle Kemp Memorial Field at Foran High School                  Milford, CT                  Builder: Milone &amp; MacBroom, Inc.                  Participated in Project: Sportsfield Specialties, Inc.; Fieldturf USA</p> <p>Centenary University - Our Diamond of Dreams Baseball Complex                  Hackettstown, NJ                  Design: Suburban Consulting Engineers, Inc.                  Participated in Project: FieldTurf USA; Sportsfield Specialties, Inc.;                  The LandTek Group, Inc.</p> <p>Orange Bowl Field at Glades Pioneer Park                  Belle Glade, FL                  Builder: CSR Athletic Construction                  Participated in Project: Fieldturf USA; Sportsfield Specialties, Inc.</p> <p>Holy Trinity Competitive Sports Field                  Melbourne, FL                  Builder: Nidy Sports Construction                  Participated in Project: FieldTurf USA; Sportsfield Specialties, Inc.</p>

New Jersey Institute of Technology (NJIT) – Wellness  
& Event Center Field  
Newark, NJ

Design: Suburban Consulting Engineers, Inc.  
Participated in Project: Sportsfield Specialties, Inc.; Chenango  
Contracting; Fieldturf USA; Musco Sports Lighting

Haverhill High School  
Haverhill, MA

Design: Stantec's Sport Group  
Participated in Project: Sportsfield Specialties, Inc.; Firefly Sports Testing;  
Fieldturf USA; Brock USA; Quirk Construction Corporation

Wyoming Public Schools Stadium  
Wyoming, MI

Design: GMB Architecture + Engineering  
Participated in Project: Sprinturf, LLC; Byenon Sports Surfaces;  
Sportsfield Specialties, Inc.; Gill Athletics

Upper Darby High School Memorial Field  
Drexel Hill, PA

Builder: Miller Sports Construction  
Participated in Project: Fieldturf USA; Mondo USA; The Landtek  
Group, Inc.; Sportsfield Specialties, Inc.

Flamingo West Park  
Cooper City, FL

Design: Stante's Sports Group  
Participated in Project: Sportsfield Specialties, Inc.; Fieldturf Tarkett;  
Nidy Sports Construction Co., Inc.; Musco Sports Lighting

New Milford High School Athletic Facilities  
New Milford, NJ

Design: Suburban Consulting Engineers, Inc.  
Participated in Project: Fieldturf Tarkett; Beynon Sports Surfaces, Inc.;  
Sportsfield Specialties, Inc.; Hunter Industries; The LandTek Group, Inc.

Kingsway Regional High School Track and Field  
Woolwich Township, NJ

Builder: American Athletic Courts, Inc.  
Participated in Project: Beynon Sports Surfaces, Inc.; Sportsfield  
Specialties, Inc.; SportsEdge, FieldTurf USA

West Point High School Stadium  
Avondale, AZ

Builder: Elite Sports Builders  
Participated in Project: FieldTurf Tarkett; Stockmeier Urthanes USA, Inc.;  
Sportsfield Specialties, Inc.; SportsEdge  
2019 American Sports Builder Awards:  
Carver Middle High School

Carver, MA

Design: Activitas, Inc.  
Participated in Project: Cape & Island Tennis & Track; Sportsfield  
Specialties, Inc.; Brock USA; Musco Sports Lighting; Act Global; Beynon  
Sports Surfaces, Inc.; Green Acres Landscape & Construction Co., Inc

Concord High School  
Concord, CA

Design: Verde Design, Inc.  
Participated in Project: FieldTurf; Beynon Sports Surfaces, Inc.;  
Brock USA; Sportsfield Specialties, Inc.

Tokay High School  
Lodi, CA

Design: Verde Design, Inc.  
Participated in Project: Brock USA; Sportsfield Specialties, Inc.;  
Musco Sports Lighting; FieldTurf; Beynon Sports Surfaces

Althoff Catholic High School  
Belleville, IL

Construction: Byrne & Jones Sports Construction  
Participated in Project: Sportsfield Specialties, Inc.; FieldTurf;  
Musco Sports Lighting

Bryant University - Beirne Stadium  
Smithfield, RI

Design: Milone & MacBroom, Inc.  
Participated in Project: R.A.D. Sports, Inc.; FieldTurf; Musco Sports Lighting; Sportsfield Specialties, Inc.; Advanced Drainage Systems, Inc.

Blocksidge Field  
Swampscott, MA  
Design: Huntress Associates, Inc.  
Participated in Project: Quirk Construction Corporation; FieldTurf; Sportsfield Specialties, Inc.; Brock USA; Musco Sports Lighting

Chaminade College Preparatory Baseball Stadium  
St. Louis, MO  
Construction: Byrne & Jones Sports Construction  
Participated in Project: Sportsfield Specialties, Inc.; SportsEdge; FieldTurf

Manasquan High School  
Manasquan, NJ  
Design: Suburban Consulting Engineers, Inc.  
Participated in Project: The LandTek Group, Inc.; Sports Labs USA; FieldTurf; Sportsfield Specialties, Inc.; GT Grandstands, Inc.; Advanced Polymer Technology, Inc.

Point Pleasant High School  
Borough of Point Pleasant, NJ  
Design: Suburban Consulting Engineers, Inc.  
Participated in Project: The LandTek Group, Inc.; American Athletic Courts, Inc.; FieldTurf; Beynon Sports Surfaces, Inc.; Sportsfield Specialties, Inc.; Advanced Drainage Systems, Inc.

UNC Kenan Stadium  
Chapel Hill, NC  
Construction: Carolina Green Corp.  
Participated in Project: Advanced Drainage Systems, Inc.; FieldTurf; Liberty Tire Recycling, Inc.

Hopkinton High School/Middle School Athletic Complex  
Hopkinton, MA  
Design: Gale Associates, Inc.  
Participated in Project: Green Acres Landscaping and Construction, Inc.; Sportsfield Specialties, Inc.; Musco Sports Lighting; FieldTurf; GT Grandstands, Inc.; USGreentech; Brock USA

Mills Pond Park - Soccer & Lacrosse Complex  
Ft. Lauderdale, FL  
Construction: CSR Athletic Construction  
Participated in Project: FieldTurf; Sportsfield Specialties, Inc.; Musco Sports Lighting

Northeastern University - Carter Playground Athletic Fields  
Boston, MA  
Design: Stantec's Sport Group  
Participated in Project: FieldTurf; Chenango Contracting; Sportsfield Specialties, Inc.; Brock USA

2018 American Sports Builder Awards:  
Hayward High School  
Hayward, CA  
Design: Verde Design, Inc.  
Participated in Project: Robert A Bothman, Inc.; Beynon Sports Surfaces, Inc.; Field Turf; Brock USA; Sportsfield Specialties, Inc.

Saguaro High School Stadium  
Scottsdale, AZ  
Construction: Elite Sports Builders  
Participated in Project: Line Design, Inc.; FieldTurf; SportsEdge; Gill Athletics; Stockmeier Urethanes, USA, Inc.

Weston High School - Proctor Track and Field  
Weston, MA  
Design: Activitas, Inc.  
Participated in Project: R.A.D. Sports; Cape & Island Tennis and Track; Sportsfield Specialties, Inc.; Brock USA; Shaw Sports Turf; Beynon Sports Surfaces, Inc.

Benicia High School  
 Benicia, CA  
 Design: Verde Design, Inc.  
 Participated in Project: Robert A. Bothman, Inc.; Sportsfield Specialties, Inc.; FieldTurf Tarkett; Beynon Sports Surfaces, Inc.

Warrior Stadium - Merrimack College  
 North Andover, MA  
 Design: Huntress Associates, Inc.  
 Participated in Project: Quirk Construction Corporation; ATT Sports; Sportsfield Specialties, Inc.; Field Turf

Daytona Beach Municipal Stadium  
 Daytona Beach, FL  
 Construction: Nidy Sports Construction  
 Participated in Project: FieldTurf; Advanced Drainage Systems, Inc.

Indian Creek School  
 Crownsville, MD  
 Design: Gale Associates, Inc.  
 Participated in Project: FieldTurf; Brock USA; USGreentech; Sportsfield Specialties, Inc.

Paul Goode Field  
 San Francisco, CA  
 Design: Verde Design, Inc.  
 Participated in Project: Robert A. Bothman, Inc.; FieldTurf; Beynon Sports Surfaces; Brock USA; Sportsfield Specialties, Inc.  
 2017 American Sports Builder Awards:  
 Franklin & Marshall College ASFC Schnader Field House  
 Lancaster, PA  
 Design: Sasaki Associates, Inc.  
 Participated in Project: Beynon Sports Surfaces, Inc.; Sportsfield Specialties, Inc.; Douglas Sports

MIT Running Track at Steinbrenner Stadium  
 Cambridge, MA  
 Construction: Cape and Island Tennis & Track  
 Participated in Project: Sportsfield Specialties, Inc.; Beynon Sports Surfaces, Inc.; Gezolan AG

Dartmouth College  
 Hanover, NH  
 Design: Activitas, Inc.  
 Participated in Project: Clark Companies, Inc.; Brock USA; Copeland Coating Company, Inc.; Chenango Contracting; FieldTurf; R.A.D. Sports, Inc.; Sportsfield Specialties, Inc.; Beynon Sports Surfaces, Inc

Cornell University - Schoellkopf Field  
 Ithaca, NY  
 Design: Stantec Sport Group  
 Participated in Project: Clark Companies, Inc.; Chenango Contracting; Fieldturf; Sportsfield Specialties, Inc.; Brock USA

Boston College High School Athletic Facility  
 Boston, MA  
 Design: Activitas, Inc.  
 Participated in Project: R.A.D. Sports; Cape and Island Tennis & Track; Sportsfield Specialties, Inc.; Beynon Sports Surfaces, Inc.

Sunset High School Athletic Fields  
 Beaverton, OR  
 Design: Cameron McCarthy Landscape Architecture & Planning  
 Participated in Project: FieldTurf USA, Inc.; Brock USA; Advanced Drainage Systems, Inc.

20	What percentage of your sales are to the governmental sector in the past three years	10%	*
21	What percentage of your sales are to the education sector in the past three years	70%	*
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?	FieldTurf Sales through Coop Contracts over past 3 years: Sourcewell: 2021: \$34M 2020: \$35M 2019: \$56M	

CMAS  
2021: \$21M  
2020: \$34M  
2019: \$20M

GSA:  
2021: \$223K  
2020: \$408K  
2019: \$338K

AEPA  
2021: \$67M  
2020: \$51M  
2019: \$48M

KPN  
2021: \$46M  
2020: \$53M  
2019: \$65M

OMNIA:  
2021: \$6M  
2020: \$5M  
2019: \$11M

TIPS:  
2021: \$147K  
2020: \$85K  
2019: \$740K

COSTARS:  
2021: \$5M  
2020: \$4M  
2019: \$423K

NCPA:  
2021: \$11M  
2020: \$7M  
2019: \$3M

E&I:  
2021: \$3M  
2020: \$12M  
2019: \$8M

BuyBoard:  
2021: \$7M  
2020: \$8M  
2019: \$5M

Choice Partners:  
2021: \$7M  
2020: \$11M  
2019: \$-

ESCNJ (New Jersey):  
2021: \$9M  
2020: \$6M  
2019: \$8

Greenbush (KS):  
2021: \$557K  
2020: \$33K  
2019: \$-

Kinetic GPO:  
2021: \$44K  
2020: \$-  
2019: \$-

Utah MAS:  
2021: \$3M  
2020: \$1M  
2019: \$-

\*

		1GPA: 2021: \$637K 2020: \$519K 2019: \$-  Equalis: 2021: \$581K 2020: \$- 2019: \$-	
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?	FieldTurf GSA Contract #GS-07F-9631S 2019 Sales: \$338,728.70 2020 Sales: \$408,655.09 2021 Sales: \$223,907.03	*

#### 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 *	
Falconer Central School	Stephen Penohollow	716-665-6624	*
BlueSprings Fieldhouse	Dennis Dovel	816-228-0137	*
Community High School District 128 - Vernon Hills, IL	Mark Koopman	847-247-4581	*
Upper Merion Area School District	Frederick Ramelius	610-205-6411	

#### 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 *	
Naperville School District 203	Education	Illinois - IL	Indoor Gyms	462,000	462,000	*
Frostburg State University	Education	Maryland - MD	Indoor Gyms	500,000	500,000	*
Fort Worth ISD	Education	Texas - TX	Indoor Gyms	750,000	750,000	*
Pleasant Valley ISD	Education	Washington - WA	Indoor Gyms	225,000	225,000	*
Cranford Recreation Center	Government	New Jersey - NJ	Indoor Gyms	290,000	290,000	*

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

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

Line Item	Question	Response *	
26	Sales force.	Tarkett total sales representative in the US: 225	*
27	Dealer network or other distribution methods.	Dedicated Indoor sport distributor: 6 Dedicated Indoor sport dealer & Sport Flooring contractors: 25 Flooring contractors: 50	*

28	Service force.	We facilitate our own network of sub-contractors and engage our local dealers where applicable and better suited for the installation demands of any project we are contracted to perform. All installation crews are trained, experienced, and knowledgeable of our systems and industry standards.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>PO's/Contracts are with FieldTurf USA, Inc.</p> <ul style="list-style-type: none"> <li>• Client/ owner/ owner's representative connect with SmartBuy or Tarkett Regional Sales Managers through marketing or standard sales relationships.</li> <li>• Tarkett Sports representative or distributor sets up a site visit.</li> <li>• Distributor or Tarkett Sports Regional Sales Manager provides scope of work and price to SmartBuy/FieldTurf.</li> <li>• SmartBuy generates a Sourcewell FieldTurf proposal for review by the client/owner/owner's representative based on scope of work and Sourcewell Contract compliance.</li> <li>• Once the proposal is approved by the owner, the client/ owner/ owner's representative issues FieldTurf a purchase order, sales agreement, or AIA contract or other contract. Ultimately it is the owner's choice if they want a contract at all or if they only want to issue a PO. The contract is between FieldTurf USA, Inc. and the owner. Subcontract will be issued to distributor.</li> <li>• Once PO or Fully executed contract is in place, materials are ordered and construction/installation begins.</li> </ul>	*
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>Two dedicated customer service representatives.  Enter orders in Syspro and issue order acknowledgements within 24 hours of receipt.  Order immediately transmitted simultaneously to (1) fulfillment department for preparation and to (2) logistic department for shipment arrangement.  Order ships out within 48 hours given material is available.  Tracking information provided to parties the day following shipment.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Tarkett is manufacturing, store and offer all indoor sport products in the US. Tarkett Sports has representation across all of the US and Canada.  Pacific Northwest/Central United States and Western Canada  KARL MICHELS  360-218-6873  karl.michels@tarkettsports.com</p> <p>Western United States  JOSH BROWN  801-686-5435  josh.brown@tarkettsports.com</p> <p>Midwest United States  Joe Cooper  224-277-9961  Joe.Cooper@tarkettsports.com</p> <p>South Central United States  DAVID ROSENTHAL  303-730-9005  david.rosenthal@tarkettsports.com</p> <p>Southeast United States  ADAM WINNICKY  386-402-0585  Adam.Winnicky@tarkettsports.com</p> <p>Northeast United States  JEFF SACKMAN  716-534-4612  Jeff.Sackman@tarkettsports.com</p> <p>Central &amp; Eastern Canada  TERRI RANELS  888-364-6541 ext. 133  terri.ranel@tarkettsports.com</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Very willing and already set up to operate in Canada. Tarkett is storing and offers all indoor sport products in Canada.  Central &amp; Eastern Canada  TERRI RANELS  888-364-6541 ext. 133  terri.ranel@tarkettsports.com  Pacific Northwest/Central United States and Western Canada  KARL MICHELS  360-218-6873  karl.michels@tarkettsports.com</p>	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None FieldTurf USA, Inc and Tarkett Sports services all of the United States and Canada. *
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. FieldTurf USA, Inc. and Tarkett Sports will be fully serving all Sourcewell participating entity sectors in all of the US and Canada. *
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping costs are included in our customer proposals. Shipping to Alaska or Hawaii can cause the shipping price to rise as noted on our pricing notes. See Canada specific price spreadsheet. Shipping and Freight to Canada, Hawaii, Alaska or other areas outside of the continental US is not included in standard Primary pricing and will be an additional cost based on site location. Additional shipping costs will be based on the cost to transport equipment and materials from the closest US port to the job site. Additional costs may also be added for crew transportation and accommodations to any site outside of the continental US.  In addition to extra cost, expect extended transit time and delays to areas outside of the continental US. *

**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>Below are the marketing strategies that FieldTurf/Tarkett Sports/SmartBuy will continue to implement to market the SOURCEWELL contract:</p> <ul style="list-style-type: none"> <li>• Corporate Top Down Instruction to incorporate SOURCEWELL to Tarkett Sports sales presentations.</li> <li>• Continued Education for the sales teams and regional Sales Management Team and Distributors.</li> <li>• SmartBuy-Dedicated Team to Market and Manage SOURCEWELL Contract</li> <li>• Promoting SOURCEWELL Contract to Municipalities across the US and Canada</li> <li>• Print Advertising</li> <li>• Trade Show List</li> <li>• Electronic and Web site advertising</li> <li>• Distribute Sourcewell FieldTurf Flyer</li> </ul> <p>FieldTurf is aware that the marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to end user. FieldTurf and Tarkett Sports sales teams/distributors currently have a very high knowledge level and commitment to market the SOURCEWELL contract and the commitment would continue upon a new contract award.</p> <p>FieldTurf also has the dedicated SmartBuy staff to quickly provide prospective customers Sourcewell contract link, state statute information, and answer questions regarding how to use the Sourcewell contract to purchase their indoor flooring system. Over the past 17 years, FieldTurf has generated over \$212M of contract value sales through our Sourcewell/NJPA turf and track contracts.</p> <p><a href="https://www.sourcewell-mn.gov/cooperative-purchasing/060518-ftu">https://www.sourcewell-mn.gov/cooperative-purchasing/060518-ftu</a>  <a href="https://www.tarkettsportsindoor.com/">https://www.tarkettsportsindoor.com/</a>  <a href="http://www.fieldturf.com">www.fieldturf.com</a>  <a href="http://www.smartbuycooperative.com">www.smartbuycooperative.com</a></p> <p>In addition, FieldTurf's marketing activities can be broken up in the following categories:</p> <p>Print Advertising</p> <p>FieldTurf advertises in all major industry publications including:</p> <p>American Football Monthly  Athletics Administration  Athletic Business  Athletic Management  Coach &amp; Athletic Director  Coaching Management  Collegiate Directories  Government Recreation &amp; Fitness  Park &amp; Recreation Business  Recreation Management  Sportsfield Management</p>



In addition to these nationwide publications, FieldTurf advertises in over 30 state/regional publications. Our typical advertising budget exceeds \$120,000 annually.

#### E-Marketing

FieldTurf's E-Marketing efforts are broken up into two categories:

#### Website

The FieldTurf family of websites is made up of the following:

[www.fieldturf.com](http://www.fieldturf.com)  
[www.beynonsports.com](http://www.beynonsports.com)

FieldTurf has developed a customized webpage for the SOURCEWELL/SmartBuy program:  
[www.smartbuycooperative.com](http://www.smartbuycooperative.com)

Potential customers are directed to specific pages like:  
<http://www.fieldturf.com/smartbuy-purchasing-program/>

FieldTurf's websites average over 35,000 unique visitors per month.

#### Direct Mailing

FieldTurf has a lead database with over 20,000 potential customers. Frequent messages are sent to various customer groups – most of which contain messaging pertaining to the SmartBuy program.

#### Trade Shows

FieldTurf attends well over 200 trade shows per year nationwide. At each of these shows FieldTurf makes our best efforts to educate potential clients about the benefits of using SOURCEWELL. Our SOURCEWELL program managers personally attend a large number of the shows as well.

Alabama Athletics Directors (AHSAA)  
Mississippi Coaches Ass. (MACA)  
Florida Educational Facility Planners Ass. (FEFPA)  
Arizona Park and Rec (AZPRA)  
Florida Recs and Park Ass. (FRPA)  
Texas Ass of School Administrators & Boards  
American School Business Officials (ASBO)  
NFHS - National HS ADs  
NSBA - National School Boards Show  
NABC - Basketball Coaches  
NIRSA - Intramural & Recreation  
NACDA - National AD Show  
NACO - National Association of Counties  
NIGP - National Govt Purchasing  
ICMA - International County Mgmt  
ASLA - American Society of Landscape Architects  
NRPA - National Park & Rec  
ABKA - Pet Care Services  
ASBO - American School Business Officials  
NLC - National League of Cities  
TES - Education Show  
Greenbuild  
Athletic Business  
Home Builders Show  
Golf Industry Show  
AASA - American School Administrators  
VASBO - Virginia School Business Officials  
ECAC - Eastern Collegiate Athletic Conference  
WADA - Wisconsin AD Show  
National Soccer Coaches Association of America  
Home Builders Show  
NATIONAL INTRAMURAL-RECREATIONAL  
SPORTS ASSOCIATION  
Stadia Expo  
NJCM - New Jersey Conference of Mayors  
CADA - Colorado Athletic Directors Association  
IADA - Illinois Athletic Director's Association  
Boys & Girls Club  
Virginia Association of School Business Officials

National High School Athletic Coaches Association  
 San Angelo Football Clinic  
 Facilities Operators Conference  
 MD/DC ASBO  
 Council of Educational Facility Planners Intl.  
 NJSLM - NJ State League of Municipalities  
 TPSCA - Texas Private School Coaches Association  
 FAC - FLORIDA ASSOCIATION OF COUNTIES  
 OSBA - OHIO SCHOOL BOARD ASSOCIATION  
 CCM - CONNECTICUT CONFERENCE OF MUNICIPALITIES  
 Texas High School Coaches Association  
 Arkansas High School Coaches Association  
 KANSAS ASSOCIATION OF SCHOOL BOARDS  
 All-Star Sports Week  
 GRPA - Georgia Recreation & Park Association  
 OCA - Oklahoma Coaches Association  
 PSBA - Pennsylvania School Boards Association  
 CRPA - Connecticut Recreation & Parks Association  
 SBE - School Building Expo  
 PRPS - Pennsylvania Recreation & Park Society  
 NACO - National Association of Counties  
 WASB - Wisconsin State Education Convention  
 IASB - Illinois Association of School Boards  
 PRPS - Pennsylvania Recreation & Park Society  
 National Institute of Governmental Purchasing  
 Home Builder's Show  
 Pet Care Services Association Convention & Expo  
 Greenbuilders 2010  
 ASLA - American Society of Landscape Architects  
 Directors of Athletic Directors of New Jersey  
 NJRPA - New Jersey Park and Rec  
 NJASLA - NJ Landscape Architects  
 IIAAA - Indiana ADs  
 MIAAA - Missouri Athletic Directors  
 NMAA - New Mexico Activities Association  
 ASBO MD/DC Maryland  
 Eastern Collegiate Athletic Conference (ECAC)  
 International County Management (ICM)  
 National Parks & Rec (NRPA)  
 Florida Ass. of School Business Officials (FASBO)  
 Alberta Recreation and Park Association  
 Louisiana AD (LHSAA)  
 Wisconsin State Education Convention  
 National HS AD Show (NFHS/NIAAAO)  
 Colorado Association of School Boards (CASB)  
 United States Speciality Sports Association (USSSA)  
 International Homebuilders Show (NAHB)  
 National Soccer Coaches Convention (NSCAA)  
 NJ Landscape Architects (NJASLA)  
 Golden Triangle Coaches Clinic  
 Kansas Park and Rec (KRPA)  
 Minnesota AD (MIAAA)  
 Kansas Athletic Administrators (KIAAA)  
 Texas HS AD (THSADA)  
 Texas Ass of School Bus Off (TASBO)  
 Pennsylvania School Bus Off (PASBO)  
 Virginia AD  
 Indiana AD  
 Michigan AD (MIAAA)  
 South Dakota AD (SDIAAA)  
 Iowa HS AD (IHSAA)  
 Georgia Athletic Directors Ass (GADA)  
 New Jersey AD (DAANJ)  
 New Jersey Park and Rec (NJRPA)  
 California Park and Rec (CRPS)  
 New York State ADA (NYSAAA)  
 Minnesota Football Coaches Clinic (MNFCC)  
 California Foundation of Community Colleges  
 NJ School Building & Grounds Ass. (NJSBGA)  
 Utah Interscholastic AD Ass (UIAAA)  
 Maryland Park and Rec (MRPA)  
 Missouri AD (MIAAA)  
 National Intramural Rec Show (NIRSA)  
 Tennessee Athletic Directors Conference (TIAAA)  
 California Ass. of School Business Officials

California Parks and Recreation (CARPD)  
 New Jersey Conference of Mayors (NJCM)  
 Michigan School Business Officials (MSBO)  
 Colorado Athletic Director (CADA)  
 Maryland School Business Officials (MASBO)  
 Illinois Athletic Directors (IADA)  
 Florida Athletic Directors (FIAAA)  
 Alberta School Business Officials (ASBOA)  
 Virginia Ass. of School Business officials (VASBO)  
 Federation of Canadian Municipalities (FCM)  
 National AD Show (NACDA)  
 Georgia Athletic Coaches Ass. (GACA)  
 Florida Association of Counties (FAC)  
 Idaho Ass. of School Adm (ISSA)  
 Idaho Ass. of School Principals (IASSP)  
 Idaho AD Ass (IDAAA)  
 Washington Secondary School AD Ass (WSSAAA)  
 Oregon Athletic Directors Ass (OADA)  
 Washington Ass of School Bus Officials (WASBO)  
 Oregon Ass of School Bus Off (OASBO)  
 Montana Coaches Ass. (MCA)  
 Oregon Schools Facilities Management (OSFMA)  
 NW All Sports Clinic (NWASC)  
 Oklahoma Coaches Association (OCA)  
 National Ass. of Counties (NACO)  
 Wyoming Coaches Association (WCA)  
 CAAD - Connecticut Athletic Directors  
 SDIAAA - South Dakota Athletic Directors  
 VIAAA - Virginia Athletic Directors  
 KIAAA - Kansas Athletic Directors  
 PRO - Ontario Park & Rec  
 National School Plant Managers Association  
 OASBO - Ontario School Business Officials  
 CAIS - Connecticut Independent Schools  
 WFX - Worship Facilities Expo  
 OCAA - Ontario Colleges Athletic Association  
 MASBO - Missouri School Business Officials  
 AEMA - Athletic Equipment Managers  
 GACA - Georgia Athletic Coaches Association  
 ASBA - Arkansas School Boards  
 AHSADCA - Alabama HS Athletic Directors  
 NACBA - National Church Business  
 OCA - Oklahoma Coaches Association  
 STA - Sports Turf Association  
 AQLM - Quebec Municipalities  
 PASBO - Pennsylvania School Business Officials  
 CCM - Connecticut Municipalities  
 NJSBA  
 GRPA - Georgia Recreation & Parks  
 NLC - National League of Cities  
 NJSML - New Jersey Municipalities  
 CASB - Colorado School Boards  
 KASB - Kansas School Boards  
 ABCA - American Baseball Coaches Association  
 Training Show  
 MSBO - Michigan School Business Officials  
 Ontario Association of School Business Officials  
 MSBA - Missouri School Boards' Association  
 Ohio Interscholastic Athletic Administrators  
 Arizona Interscholastic Athletics Administrator's  
 Association  
 INDIANA SCHOOL BOARDS ASSOCIATION  
 WADA - Wisconsin Athletic Directors Association  
 APRA - Arizona Parks and Recreation Association  
 WFCA-Wisconsin Football Coaches Association  
 OSSBA - Oklahoma State School Boards Association  
 Kentucky High School Athletic Association  
 NJSBA - New Jersey School Board Association  
 IAPD - Illinois Association of Park Districts  
 TASA - Texas Association of School Administrators  
 VRPS - Virginia Recreation & Park Society  
 Georgia Association of School Facility  
 Administrators  
 Association of School Business Officials Intl.  
 Illinois Parks and Rec (IPRA/IAPD)  
 American Baseball Coaches Ass. (ABCA)

Sports Turfs Managers Ass. (STMA)  
US Youth Soccer Workshop (USYSA)  
Park and Rec Ontario (PRO)  
Soccer Champions Coaches Clinic  
New England Football Coaches Clinic (NEFCC)  
Coalition for adequate School Housing (CASH)  
Pennsylvania State AD (PSADA)  
Connecticut Athletic Directors (CAAD)  
National High School Athletic Coaches Ass.  
IIAAA - Indiana Athletic Directors  
Missouri Association of School Administrators  
National Gov't Purchasing (NIGP)  
MIAAA - Minnesota Athletic Directors  
NABC - National Association of Basketball Coaches  
MIAAA - Missouri Athletic Directors  
Ohio Association of School Business Officials  
FIAAA - Florida Athletic Directors  
BGCA - Boys & Girls Club  
NATA - National Athletic Trainers Association  
NHSACA - National HS Athletic Coaches  
TPSCA - Texas Private School Coaches  
ASLA - American Landscape Architects  
San Angelo Football Clinic  
WFX Fall - Worship Facilities Expo  
OSBA - Ohio School Boards  
Greenbuild  
CPRA - Connecticut Parks & Recreation  
IHRSA  
AUSA - Association of U.S. Army Exposition  
NABC- Indianapolis  
Florida Interscholastic Athletic Administrators  
SBE - School Building Expo  
Stadium Managers Association  
MIAAA - Michigan Athletic Directors  
MRPA - Maryland Park & Rec  
CADA - Colorado Athletic Directors  
Council of Educational Facility Planners Intl.  
MSBO - Michigan School Business Officials  
AIA - American Institute of Architects  
IADA - Illinois Athletic Directors  
BCPRA - BC Parks & Recreation  
SBE - School Building Expo  
NACO - National Association of Counties  
NIGP - National Government Purchasing  
Athletic Business  
K-12 Summit  
MSBA - Missouri School Boards  
IASB - Illinois School Boards  
IPRA - Illinois Park & Rec  
FCM - Federation of Canadian Municipalities  
BC Park and Rec (BCPRA)  
California AD show (CSADA)  
Texas High School Coaches Ass. (THSCA)  
PSADA - Pennsylvania State Athletic Directors  
ICMA - Intl County Management  
National School Board Ass (NSBA)  
National Intramural Recreation & Sports Association  
PGA Merchandise Show  
TASA - Texas Superintendents  
NSBA - National School Boards  
AIA - American Institute of Architects  
NRPA - National Recreation & Park  
NACDA - National AD Show  
Home Builders Show  
NACDA - National Athletic Directors Association  
ASBO - American School Business Officials  
AFCA - American Football Coaches  
THSCA - Texas HS Coaches Association  
NFHS - National High School Athletic Directors  
American Football Coaches Association  
NSBA - National School Boards Association

See Attached FieldTurf/Sourcewell Marketing flyer

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize social media platforms such as Facebook, LinkedIn and YouTube on a weekly basis. Video customer testimonials are created throughout the year and are shared on all social media platforms, company websites and email blasts. Digital email announcements are constantly being created throughout the year and are sent out to verified, opt-in accounts. Articles and press releases managed and released on company websites, eblasts, and digital newswires. <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/060518-ftu">https://www.sourcewell-mn.gov/cooperative-purchasing/060518-ftu</a> <a href="https://www.tarkettsportsindoor.com/">https://www.tarkettsportsindoor.com/</a> <a href="http://www.fieldturf.com">www.fieldturf.com</a> <a href="http://www.smartbuycooperative.com">www.smartbuycooperative.com</a>	*
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?	FieldTurf's expectation of Sourcewell is to continue to educate municipalities throughout the US and Canada (via Canoe) regarding their extensive cooperative purchasing contracts. Sometimes we need a Sourcewell representative to join a call with a customer to provide confirmation of RFP process and viability. Finally, Sourcewell's website is a critical piece to FieldTurf's success of promoting Sourcewell. The ease to locate our contract and due diligence documents along with the State Statutes is imperative to our success.  In turn, FieldTurf and Tarkett Sports sales representatives/distributors, when presenting to a municipality, will provide the Sourcewell Cooperative Purchasing contract information in their sales presentation. SmartBuy will also distribute the Sourcewell flyer, link, and provide the Sourcewell logo on our websites, marketing materials, and proposals.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the nature of our product, no e-procurement ordering is available since each site has specific scope of work that will require a site evaluation and Sourcewell proposal to be generated.	*

**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.	Training is mandatory for all installation crews. There is no cost for this service to those within our network. The Tarkett Sports Technical Department facilitates and manages both hands on and virtual training. Maintenance training post installation can also be provided to the customer either as a face to face setting or online through virtual meeting as available.  See Tarkett Technology Attachment.	*
41	Describe any technological advances that your proposed products or services offer.	WORLD-CLASS FEELING UNDERFOOT - XCS aerated, high cell density cushion Leading Shock Absorption Our XCS aerated, high cell density cushion, delivers leading shock absorption, comfort and indentation recovery. The engineered cushioning technology also assists with excellent fatigue reduction allowing for longer and safer play at both recreational and competitive levels. LESS IMPACT ON THE BODY Leading Energy Return XCS high-quality expanded cellular cushion, combined with our durable resilient calendared layer and extremely tough reinforcing fiberglass mesh, provides superior fatigue reduction, better sports performance, and higher resistance to rolling and static loads compared to competitor systems.	*
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.	Floor Score Certified Products Gold Label Certified Products Cradle to Cradle Certified Products FSC Certified Products REACH Compliant Products CHIP Compliant Products Tarkett's internal environmental initiatives Asthma and Allergy Compliant Products LEED contributions for material, adhesives, paints and coatings	*
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.	We're being recognized in sustainability and product manufacturing. <ul style="list-style-type: none"> <li>• ISO 14001</li> <li>• EcoVadis Platinum</li> <li>• Cradle to Cradle® Silver certification - Linsport</li> <li>• Phthalate-Free Manufacturing</li> <li>• KKR Green Portfolio Program member</li> </ul> See 3rd Party Eco Label Attachment	*

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>Although FieldTurf nor Tarkett Sports specifically holds any WMBE or other Minority based certifications, we do make it a point to work with many subcontractors who do. Please see the attached FieldTurf Subcontract marketing plan that provides a breakdown of these categories that many of our subcontractors are associated with.</p> <p>See FieldTurf SubK Plan Attachment</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Indoor air quality is essential for athletes' health and especially children who are exposed to higher risk of indoor pollution due to immature lungs. The materials in our products were carefully selected to deliver a surface that provides optimal indoor air quality.</p> <p>See Tarkett Advanced Air Quality Attachment</p> <p>OMNISPORTS: Sports Vinyl provides a high degree of shock absorption, uniformity, and comfort for athletes. It is ideal for basketball, volleyball, pickleball, futsal, and many other applications, but also excels in multipurpose activity facilities. If your area will host not only sports, but conferences, assemblies, and events, a shock absorbing vinyl floor can be an excellent choice. It is most common in K-12 schools, community centers, private athletic centers, and churches. Tarkett Sports' sports vinyl product is OMNISPORTS:</p> <p>Omnisports is becoming one of the most popular, versatile gym floors in North America. Omnisports can accommodate tables and chairs, while its performance characteristics are ideal for basketball, volleyball, martial arts, yoga, and many other activities. This makes Omnisports the perfect gym floor for schools, universities, and community centers, where a variety of sports or events might occur. Omnisports 7.1mm offers Class 2 shock absorption according to the ASTM F2772 Standard.</p> <p>Maintenance is that easy with Omnisports. Our systems are finished with our factory applied polyurethane surface treatment, TopClean XP. The application delivers leading resistance to scratches, scuffs, stains and abrasion. As the TopClean XP surface treatment does not promote organism microbial growth, the system reduces the possibility of bacteria and micro-organisms build up on the surface.</p> <p>Polyurethane Pad and Pour is one of the most versatile and durable sports flooring solutions. It is suitable for basketball and other indoor activities while standing up to high point loads and rolling loads and is commonly seamless.</p> <p>PolyTurf Plus Pad and Pour is a seamless sports flooring option, manufactured by Beynon Sports Surfaces an ISO 9001 Certified manufacturer. This ensures a level of quality and consistency in production.</p> <p>Combi-Elastic System: LUMAFLEX LumaFlex is a substructure of sturdy birch plywood and shock absorbing foam that raises the profile of a resilient sports floor to create a combination system.</p> <p>The area of deformation on point-elastic flooring is much smaller than area-elastic systems: the surrounding areas of the floor remain relatively unchanged by activity in a particular area. Area-elastic floors disperse downward force over a wide surface area, engaging more of the surface area in absorbing and returning energy to the athlete. A Combi-Elastic system combines point-elastic surface properties with an area –elastic substructure. By engaging both types of elasticity, all LumaFlex systems respond to impact both locally and across the wider surface area. As a result of this dual response, they are widely regarded as one of the best sports floor for comfort, safety, Multi-use, and sports performance.</p> <p>ClutchCourt: Maple Hardwood is the traditional choice for basketball. ClutchCourt is the Tarkett Sports Maple Hardwood option.</p> <p>Vulcanized Rubber flooring is comprised of a recycled rubber underlayment with a virgin rubber wear layer on the top for color. Durability is a key characteristic. It is engineered to hold up under constant traffic including ice skates and heavy fitness equipment. Vulcanized rubber reduces sound transmission and resists impact from weights, cleats, and skates. DROPZONE FLEX and IMPACT are the Tarkett Sports' rubber flooring for this application.</p> <p>Recycled Rubber with EPDM This particular type of rubber flooring is intended for practicality rather than competitive play. If you are considering flooring options for a weight room or training room, this is the ideal surface. Recycled rubber with EPDM chips is commonly available in easy-to-install rolls or tiles in various thicknesses.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our Indoor Sports Product Range is considered for a variety of uses. We do not dictate any particular recreational or competitive activity specific to a particular type of flooring. We do not warranty the merchantability of use of our products.
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?	There are no geographical restrictions.
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?	Fieldturf USA, Inc. manages all warranty claims performed directly. Any warranty issues from other OEM suppliers is managed "in house".
51	What are your proposed exchange and return programs and policies?	We do not accept returns for installed goods. We can exchange product provided that the original material is undamaged and kept in its original packaging. A restocking fee along with freight and handling costs will apply.
52	Describe any service contract options for the items included in your proposal.	No post installation service contracts are available at this time.

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>Standard Indoor Flooring Sales Agreement Payment Schedule: The purchase price for the Product- shall be [ENTER PURCHASE PRICE] DOLLARS AND 00/100 (\$XXX,XXX.00) (the "Purchase Price") plus any other applicable taxes and/or any bonding costs. The Price is subject to increase if affected by a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction, and any such increase shall be subject to the approval of the Customer, such approval not to be unreasonably withheld, delayed or denied.</p> <p>The Purchase Price shall be payable to Supplier by way of wire transfer or banker's check in accordance with the following payment schedule:</p> <ol style="list-style-type: none"> <li>i. Fifty percent (50%) of the Purchase Price due upon Customer's execution of this Agreement;</li> <li>ii. Forty percent (40%) of the Purchase Price upon shipment of the Product from Supplier's manufacturing facility;</li> <li>iii. Remaining balance ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.</li> </ol> <p>Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within 10 days following the date to the applicable invoice.</p> <p>Supplier shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that Supplier pursues collection of payment of any past due</p>

invoice.

Any unpaid balance bears interest at a rate of ten percent (10%) per year.

Standard Sales Agreement Payment language for CONTRACT with SITE WORK:

The purchase price for the Product fully installed, shall be [write out dollar amount here] (the "Purchase Price") plus any other applicable taxes and/or any bonding costs. The Price is subject to increase if affected by a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's check in accordance with the following payment schedule:

- 1.1 Thirty-five percent (35%) of the Purchase Price due upon Customer's execution of this Agreement;
- 1.2 Twenty percent (20%) of the Purchase Price due upon completion of the base and/or civil related work;
- 1.3 Thirty-five percent (35%) of the Purchase Price upon shipment of the synthetic turf materials from Supplier's manufacturing facility;
- 1.4 Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within ten (10) days following the date to the applicable invoice.

If this project is located in a state in which release of final payment and/or retainage is governed by statute or other applicable law, Customer shall use its best efforts to undertake all appropriate measures, including without limitation the recording of a notice of completion, so that final payment hereunder, including retainage, if any, shall be released to Supplier without delay. In all cases, Supplier shall be entitled to receive final payment, including retainage, if any, no later than the earliest eligible date according to applicable statute or law. If the lawful payment or release is delayed through no fault of Supplier, Owner shall pay Supplier interest thereon at the rate indicated below, as of the date when payment or release first became due by law.

Supplier shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that Supplier pursues collection of payment of any past due invoice.

Any unpaid balance bears interest at a rate of ten percent (10%) per year or at the legal rate to the extent required by applicable law or statute.

FieldTurf accepts PO, AIA Contract, FieldTurf Sales Agreement or customer's preferred contract (upon FieldTurf review and acceptance).

Forms of payment include check or wire/HCA (no credit card).  
SEE ATTACHED SALES AGREEMENT Examples



54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Yes, FieldTurf Financial is the financing division for FieldTurf and Tarkett Sports. Details depend on individual educational or governmental entity.</p> <ul style="list-style-type: none"> <li>- Make the most of your budget with total project solutions, including complete field design, construction and integration costs.</li> <li>- Ease the costs of your turf project with monthly, quarterly or annual payments that match the timing of fiscal budgets.</li> <li>- Costs are aligned to FieldTurf's useful life, allowing the playing surface to pay for itself over time.</li> <li>- Generally compatible with municipal financing annual budget appropriation requirements.</li> <li>- Helps hedge inflation by budgeting today's costs to current revenues and tomorrow's costs to future revenues.</li> <li>- Efficient payment solution allocated over multiple budget periods.</li> </ul> <p>Municipalities and Education: FieldTurf's Municipal and Education and Payment Program is tailored to meet the needs and requirements of municipalities, public and private school systems, allowing flexible and efficient operations.</p> <p>Key Benefits Include:</p> <ul style="list-style-type: none"> <li>- 100% Financing</li> <li>- Fast, easy application process</li> <li>- 24 to 96 month terms</li> <li>- Superior systems and support for efficient billing and collecting.</li> <li>- Ability to cancel in the event of non-appropriation of budget funds.</li> <li>- Interest may be exempt from federal and state income tax.</li> <li>- Generally not subject to state bid laws.</li> </ul>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>FieldTurf will generate a proposal and once customer approves the proposal they can issue a purchase order or enter into a variety of sales agreements. See the standard FieldTurf Sales agreement. We allow for AIA contracts or the customer's specific contract of choice (must be reviewed by FieldTurf legal team). Example of a Sourcewell Indoor Flooring FieldTurf/Tarkett Sports proposal:</p> <p>See Attached full Sourcewell proposal example and sales agreements.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *																															
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>FieldTurf's pricing model is line-item product pricing with discounts. Note that pricing is set as a Not-to-exceed- so individual project proposals may provide a price that is less than the Proposed Sourcewell Contract price.</p> <p>Sample Not-to-exceed price with discount below:</p> <table border="1" data-bbox="784 1457 1490 1633"> <thead> <tr> <th>Description</th> <th>Unit of Measure</th> <th>Manufacturer list Price</th> <th>Discount %</th> <th>Proposed Sourcewell Contract Price</th> </tr> </thead> <tbody> <tr> <td>Turf Surfacing on existing stable base</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Indoor Court Surfacing</td> <td>Minimum purchase 5000 sf.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>MSRP</td> <td>% Discount</td> <td>Price per sq. foot</td> <td></td> <td></td> </tr> <tr> <td>Sheet Vinyl Single Color</td> <td>SF</td> <td>\$</td> <td></td> <td></td> </tr> <tr> <td>8.80</td> <td>9%</td> <td>\$</td> <td></td> <td>8.01</td> </tr> </tbody> </table> <p>See Price Spreadsheet Attachment</p>	Description	Unit of Measure	Manufacturer list Price	Discount %	Proposed Sourcewell Contract Price	Turf Surfacing on existing stable base					Indoor Court Surfacing	Minimum purchase 5000 sf.				MSRP	% Discount	Price per sq. foot			Sheet Vinyl Single Color	SF	\$			8.80	9%	\$		8.01	*
Description	Unit of Measure	Manufacturer list Price	Discount %	Proposed Sourcewell Contract Price																													
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Sheet Vinyl Single Color	SF	\$																															
8.80	9%	\$		8.01																													
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.	FieldTurf will offer a 9% discount to Sourcewell customers off of MSRP/Commercial list price.	*																														
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available but vary based on the magnitude of the scope of work, the amount of sq. footage being purchased, and other project specific variables. Discounts provided on a case-by-case basis. It is the overall goal to provide customers the best price option and to retain customers.	*																														

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.	For any products/services that are necessary to the project but are not listed on the FieldTurf Price/Product list, FieldTurf uses either RS MEANS/Gordian Unit Book Pricing or Alternative Costing Method (for custom specific items). If site work is required: Alternative Method of Costing covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and /or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and /or produced to meet the requirements of an individual project or sole source. If site work is required: Unit Price Book via RS MEANS estimate will be obtained for projects with site work line items not included in FieldTurf SOURCEWELL product pricing spreadsheet. RS MEANS is self contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	FieldTurf unit price spreadsheet includes shipping, installation, mandatory training, and initial inspection for all of the continental USA. Hawaii, Alaska, and some remote areas of Canada may be subject to additional shipping, mobilization, per diem, and miscellaneous charges. Additional time and project schedule adjustments for shipping and installation outside of the continental US may also be necessary. Additional charges for projects outside of the continental US are project specific based on scope of work.	*
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.	FieldTurf unit price spreadsheet includes shipping, installation, mandatory training, and initial inspection for all of the continental USA. Hawaii, Alaska, and some remote areas of Canada may be subject to additional shipping, mobilization, per diem, and miscellaneous charges. Additional time and project schedule adjustments for shipping and installation outside of the continental US may also be necessary. Additional charges are project specific based on scope of work.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	FieldTurf unit price spreadsheet includes shipping, installation, mandatory training, and initial inspection for all of the continental USA. Hawaii, Alaska, and some remote areas of Canada may be subject to additional shipping, mobilization, per diem, and miscellaneous charges. Additional time and project schedule adjustments for shipping and installation outside of the continental US may also be necessary. Additional charges are project specific based on scope of work.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have unique delivery methods	*

**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.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Any SOURCEWELL related proposals that are generated will be reviewed by a FieldTurf SmartBuy representative who approves the proposal for SOURCEWELL pricing compliance. Furthermore, a SOURCEWELL breakdown can also be provided that proves to the customer which product line and price are shown on the proposal for audit and full transparency purposes. The breakdown document is the link between Sourcewell approved price schedule and the FieldTurf proposal. This document is used often to satisfy audit, compliance, and price justification requirements.</p> <p>All distributors, internal project managers, sales teams, etc know that SOURCEWELL proposals must go through SmartBuy –the FieldTurf cooperative purchasing division for a rigorous evaluation process to confirm compliance with SOURCEWELL Master Agreement pricing.</p> <p>Attached is a sample FieldTurf SOURCEWELL breakdown</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>SmartBuy is the FieldTurf cooperative purchasing division. SmartBuy is responsible for tracking the success of our Sourcewell contract. In the FieldTurf internal accounting system, SysPro, the Project Managers are able to make a designation for Sourcewell so any proposals that are generated can be continuously tracked until they are awarded. SmartBuy also keeps a master job list. Over the past 17 years, FieldTurf has had over \$200M in contract value sales through NJPA/Sourcewell in over 36 states. We also plan to have continued communication with our Sourcewell team.</p> <p>See attached Sourcewell/NJPA Project List</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>FieldTurf is prepared to pay Sourcewell 1.25% on the total contract value of our projects that are purchased and through the Sourcewell contract. On a case-by-case basis, there may be times when FieldTurf requests a lower fee to be paid due to unique circumstances. A lower fee will only be paid when agreed upon by both parties. FieldTurf will remit the fee to Sourcewell once the project is complete and the customer has paid in full.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We offer design services upon request including colored drawings. We are also able to provide surfaces within the Tarkett family of indoor sports products not listed within our current list. We can work in tangent with our artificial turf and track surfacing departments as a "one stop shop" complete package solution.</p> <p>Tarkett Indoor Court Systems:</p> <p>Omnisports- Compact- Sheet Vinyl Single Color  Omnisports- Speed-- Sheet Vinyl Single Color  Omnisports –Multi Use-- Sheet Vinyl Single Color  Omnisports-Active + - Sheet Vinyl Single Color  Omnisports-PurePlay- Sheet Vinyl Single Color  Omnisports-Extreme- Sheet Vinyl Single Color  Omnisports-Dancefloor- Sheet Vinyl Single Color  Omnisports-HPL 7mm with Compact- Sheet Vinyl Single Color  Omnisports-HPL 9mm with Compact- Sheet Vinyl Single Color  Omnisports-Tarkolay-Underlayment  Omnisports-Weld Rod 5mm-Weld Rod  Adhesive: Multi-Set –Adhesive  Adhesive: Mutli-Proxy-Adhesive  Adhesive-Tarkotape-Adhesive  Game Line Paint: Gen-U-Line –Game Line Paint  Game Line Paint Primer: Gen-U-Line-Game Lane Paint Primer</p>

Linosport: 2.5mm- Linoleum Single Color  
 PolyTurf Plus Pad and Pour: Restart- Polyurethane Single Color  
 PolyTurf Plus Pad and Pour: 4+2- Polyurethane Single Color  
 PolyTurf Plus Pad and Pour: 7+2- Polyurethane Single Color  
 PolyTurf Plus Pad and Pour: 9+2- Polyurethane Single Color  
 PolyTurf Plus Pad and Pour: 12+4- Polyurethane Single Color  
 Adhesive: BeyBond 50 – Adhesive  
 Dancefloor: Dancefloor 3.5mm- Sheet Vinyl  
 Dancefloor: Inspiration with Dancefloor- Combination  
 Dancefloor: Inspiration Pro with Dancefloor- Combination  
 Lumaflex: Classic with Omnisports Compact- Combination  
 Lumaflex: Classic with Linosport 2.5mm- Combination  
 Lumaflex: Elite with Omnisports Compact- Combination  
 Lumaflex: Elite with Linosport 2.5mm- Combination  
 Lumaflex: Fit with Omnisports Compact-Combination  
 ClutchCourt: Performance- Wood 2nd and Better Maple  
 ClutchCourt: Performance Anchor- Wood 2nd and Better Maple  
 ClutchCourt: FlexLock- Wood 2nd and Better Maple  
 ClutchCourt: Trainer 3- Wood 2nd and Better Maple  
 ClutchCourt: Trainer 2- Wood 2nd and Better Maple  
 Dropzone: Speckle 8mm Rolls – Rubber Up to 30 EPDM Color  
 Dropzone: Speckle 8mm Interlocking Tiles – Rubber Up to 30 EPDM Color  
 Dropzone: Comfort 10.5 mm- Rubber Single Color  
 Dropzone: Comfort 14.5 mm- Rubber Single Color  
 Dropzone: Elite - Rubber  
 Dropzone: Power- Rubber  
 Dropzone: Flex- Rubber  
 Dropzone: Impact- Rubber  
 Dropzone: Droptile - Rubber Up to 30 EPDM Color  
 Dropzone: Droptile Max - Rubber Up to 30 EPDM Color  
 Dropzone: DropTurf – Indoor Artificial Turf  
 Dropzone: DropTurf Inlay-Turf Lines and Logos  
 EasyCourt: EasyCourt – Portable Flooring  
 EasyCourt: EasyField – Portable Flooring  
 ADA Transition: EasyCourt/EasyField ADA Transitions- Accessory 1.75" x 22" x 36" Black Only  
 Transition: EasyCourt/EasyField Non-ADA Transitions- Accessory Transition  
 Game Line Painting: Basketball Game Line Painting- Painting Labor  
 Game Line Painting: Volleyball Game Line Painting- Painting Labor  
 Game Line Painting: Pickleball Game Line Painting- Painting Labor  
 Game Line Painting: Badminton Game Line Painting- Painting Labor  
 Game Line Painting: Tennis Game Line Painting- Painting Labor  
 Game Line Painting: Table Tennis Game Line Painting- Painting Labor  
 Game Line Painting: Logos- Painting Labor  
 Cover Base 4": Resilient Base Standard Colors- Resilient Base 4" with Toe  
 Vented Coved Base: Vented Coved Base Standard Colors- Vented Resilient Base

OMNISPORTS: Sports Vinyl provides a high degree of shock absorption, uniformity, and comfort for athletes. It is ideal for basketball, volleyball, pickleball, futsal, and many other applications, but also excels in multipurpose activity facilities. If your area will host not only sports, but conferences, assemblies, and events, a shock absorbing vinyl floor can be an excellent choice. It is most common in K-12 schools, community centers, private athletic centers, and churches. Tarkett Sports' sports vinyl product is OMNISPORTS:

Omnisports is becoming one of the most popular, versatile gym floors in North America. Omnisports can accommodate tables and chairs, while its performance characteristics are ideal for basketball, volleyball, martial arts, yoga, and many other activities. This make Omnisports the perfect gym floor for schools, universities, and community centers, where a variety of sports or events might occur. Omnisports 7.1mm offers Class 2 shock absorption according to the ASTM F2772 Standard. Maintenance is that easy with Omnisports. Our systems are finished with our factory applied polyurethane surface treatment, TopClean XP. The application delivers leading resistance to scratches, scuffs, stains and abrasion. As the TopClean XP surface treatment does not promote organism microbial growth, the system reduces the possibility of bacteria and micro-organisms build up on the surface.

Polyurethane Pad and Pour is one of the most versatile and durable sports flooring solutions. It is suitable for basketball and other indoor activities while standing up to high point loads and rolling loads and is commonly seamless.  
 PolyTurf Plus Pad and Pour is a seamless sports flooring option, manufactured by Beynon Sports Surfaces an ISO 9001 Certified manufacturer. This ensures a level of quality and consistency in production.

Combi-Elastic System: LUMAFLEX

		<p>LumaFlex is a substructure of sturdy birch plywood and shock absorbing foam that raises the profile of a resilient sports floor to create a combination system.</p> <p>The area of deformation on point-elastic flooring is much smaller than area-elastic systems: the surrounding areas of the floor remain relatively unchanged by activity in a particular area. Area-elastic floors disperse downward force over a wide surface area, engaging more of the surface area in absorbing and returning energy to the athlete. A Combi-Elastic system combines point-elastic surface properties with an area –elastic substructure. By engaging both types of elasticity, all LumaFlex systems respond to impact both locally and across the wider surface area. As a result of this dual response, they are widely regarded as one of the best sports floor for comfort, safety, Multi-use, and sports performance.</p> <p>ClutchCourt: Maple Hardwood is the traditional choice for basketball. ClutchCourt is the Tarkett Sports Maple Hardwood option.</p> <p>Vulcanized Rubber flooring is comprised of a recycled rubber underlayment with a virgin rubber wear layer on the top for color. Durability is a key characteristic. It is engineered to hold up under constant traffic including ice skates and heavy fitness equipment. Vulcanized rubber reduces sound transmission and resists impact from weights, cleats, and skates. DROPZONE FLEX and IMPACT are the Tarkett Sports' rubber flooring for this application.</p> <p>Recycled Rubber with EPDM This particular type of rubber flooring is intended for practicality rather than competitive play. If you are considering flooring options for a weight room or training room, this is the ideal surface. Recycled rubber with EPDM chips is commonly available in easy-to –install rolls or tiles in various thicknesses.</p> <p>SEE TARKETT INDOOR COURT SYSTEMS ATTACHMENT</p> <p>Site Work: Site Work includes but is not limited to any construction necessary to build base for Turf, Track, or Court surfaces to be placed on. New Construction – Sq. foot/yard pricing is for supply and installation of sports surfacing only. FieldTurf is prepared to offer turn-key solutions for the construction of the base of running tracks, courts, indoor flooring projects and fields through use of RS Means. The best value pricing for base or civil work is obtained through this costing method.</p> <p>Site work or new construction may include but is not limited to: removal and disposal of existing sports surface, lighting, demolition, excavation, rock base aggregate, top rock, asphalt, concrete, sidewalks, turf shock absorption underlayment such as e-layer or padding, tie in to existing drainage, drainage systems, conduits, fencing, crack repair, asphalt repair, etc. which can be purchased through RS MEANS.</p> <p>RS MEANS is self-contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount or "adjustment down" to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.</p> <p>Professional Services for any site work project 1. Project design, development or consultant/construction management. 2. Professional engineering services. 3. Installer/admin (tradesman) (not related to turf, track, or court installation. Project Administrator costs for site work</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> <li>• Multi-use Gymnasium</li> <li>• Athletic Flooring</li> <li>• Dance flooring</li> <li>• Fitness Studio</li> <li>• Weight Training</li> <li>• Jogging Lanes</li> <li>• Cafetorium</li> </ul>

**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	Athletic surfacing materials such as: Hardwood, Synthetic, Rubber, Sports Vinyl and Clay.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Indoor products only. Clay surfaces are not included.</p> <p>Tarkett Indoor Court Systems:</p> <p>Omnisports- Compact- Sheet Vinyl Single Color  Omnisports- Speed-- Sheet Vinyl Single Color  Omnisports –Multi Use-- Sheet Vinyl Single Color  Omnisports-Active + - Sheet Vinyl Single Color  Omnisports-PurePlay- Sheet Vinyl Single Color  Omnisports-Extreme- Sheet Vinyl Single Color  Omnisports-Dancefloor- Sheet Vinyl Single Color  Omnisports-HPL 7mm with Compact- Sheet Vinyl Single Color  Omnisports-HPL 9mm with Compact- Sheet Vinyl Single Color  Omnisports-Tarkolay-Underlayment  Omnisports-Weld Rod 5mm-Weld Rod  Adhesive: Multi-Set –Adhesive  Adhesive: Mutli-Proxy-Adhesive  Adhesive-Tarkotape-Adhesive  Game Line Paint: Gen-U-Line –Game Line Paint  Game Line Paint Primer: Gen-U-Line-Game Lane Paint Primer  Linosport: 2.5mm- Linoleum Single Color  PolyTurf Plus Pad and Pour: Restart- Polyurethane Single Color  PolyTurf Plus Pad and Pour: 4+2- Polyurethane Single Color  PolyTurf Plus Pad and Pour: 7+2- Polyurethane Single Color  PolyTurf Plus Pad and Pour: 9+2- Polyurethane Single Color  PolyTurf Plus Pad and Pour: 12+4- Polyurethane Single Color  Adhesive: BeyBond 50 – Adhesive  Dancefloor: Dancefloor 3.5mm- Sheet Vinyl  Dancefloor: Inspiration with Dancefloor- Combination  Dancefloor: Inspiration Pro with Dancefloor- Combination  Lumaflex: Classic with Omnisports Compact- Combination  Lumaflex: Classic with Linosport 2.5mm- Combination  Lumaflex: Elite with Omnisports Compact- Combination  Lumaflex: Elite with Linosport 2.5mm- Combination  Lumaflex: Fit with Omnisports Compact-Combination  ClutchCourt: Performance- Wood 2nd and Better Maple  ClutchCourt: Performance Anchor- Wood 2nd and Better Maple  ClutchCourt: FlexLock- Wood 2nd and Better Maple  ClutchCourt: Trainer 3- Wood 2nd and Better Maple  ClutchCourt: Trainer 2- Wood 2nd and Better Maple  Dropzone: Speckle 8mm Rolls – Rubber Up to 30 EPDM Color  Dropzone: Speckle 8mm Interlocking Tiles – Rubber Up to 30 EPDM Color  Dropzone: Comfort 10.5 mm- Rubber Single Color  Dropzone: Comfort 14.5 mm- Rubber Single Color  Dropzone: Elite - Rubber  Dropzone: Power- Rubber  Dropzone: Flex- Rubber  Dropzone: Impact- Rubber  Dropzone: Droptile - Rubber Up to 30 EPDM Color  Dropzone: Droptile Max - Rubber Up to 30 EPDM Color  Dropzone: DropTurf – Indoor Artificial Turf  Dropzone: DropTurf Inlay-Turf Lines and Logos  EasyCourt: EasyCourt – Portable Flooring  EasyCourt: EasyField – Portable Flooring  ADA Transition: EasyCourt/EasyField ADA Transitions-Accessory 1.75" x 22" x 36" Black Only  Transition: EasyCourt/EasyField Non-ADA Transitions-Accessory Transition  Game Line Painting: Basketball Game Line Painting-Painting Labor  Game Line Painting: Volleyball Game Line Painting-Painting Labor  Game Line Painting: Pickleball Game Line Painting-Painting Labor  Game Line Painting: Badminton Game Line Painting-Painting Labor  Game Line Painting: Tennis Game Line Painting- Painting</p>

**Labor**

Game Line Painting: Table Tennis Game Line Painting-  
Painting Labor

Game Line Painting: Logos- Painting Labor

Cover Base 4": Resilient Base Standard Colors- Resilient  
Base 4" with Toe

Vented Coved Base: Vented Coved Base Standard Colors-  
Vented Resilient Base

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			<p>fitness equipment. Vulcanized rubber reduces sound transmission and resists impact from weights, cleats, and skates. DROPZONE FLEX and IMPACT are the Tarkett Sports' rubber flooring for this application.</p> <p>Recycled Rubber with EPDM This particular type of rubber flooring is intended for practicality rather than competitive play. If you are considering flooring options for a weight room or training room, this is the ideal surface. Recycled rubber with EPDM chips is commonly available in easy-to-install rolls or tiles in various thicknesses.</p> <p>See Tarkett Indoor Court Systems Attachment</p>
72	<p>Equipment, options, accessories, technology and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in 71 above.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Yes, We are able to include equipment, accessories, or services that are not within our current pricing and typical scope of work. This would include new bleachers and/or bleacher removal and replacement of existing, scoreboards, wrestling mats, volleyball cover replacements, and other accessories germane to indoor sports flooring. Pricing is specific to the need, product, service, and availability. For any products/services that are necessary to the project but are not listed on the FieldTurf Price/Product list, FieldTurf uses either RS MEANS/Gordian Unit Book Pricing or Alternative Costing Method (for custom specific items). If site work is required: Alternative Method of Costing covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and /or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and /or produced to meet the requirements of an individual project or sole source.</p> <p>If site work is required: Unit Price Book via RS MEANS estimate will be obtained for projects with site work line items not included in FieldTurf SOURCEWELL product pricing spreadsheet. RS MEANS is self contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.</p>



73	<p>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.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>Yes, we can provide the following at additional costs:</p> <ol style="list-style-type: none"> <li>1.) Demolition of existing including hazardous materials.</li> <li>2.) Disposal of existing materials.</li> <li>3.) Concrete moisture mitigation systems if required.</li> <li>4.) Cosmetic patching, skimming, and leveling if required.</li> </ol> <p>For any products/services that are necessary to the project but are not listed on the FieldTurf Price/Product list, FieldTurf uses either RS MEANS/Gordian Unit Book Pricing or Alternative Costing Method (for custom specific items).                  If site work is required: Alternative Method of Costing covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and /or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and /or produced to meet the requirements of an individual project or sole source.                  If site work is required: Unit Price Book via RS MEANS estimate will be obtained for projects with site work line items not included in FieldTurf SOURCEWELL product pricing spreadsheet. RS MEANS is self contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.</p>
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**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>With over 50,000 installations worldwide (10,000 in North America), Tarkett Sports has been the trusted surface of professional, elite, school and municipal facilities.</p> <p>ISO 9001 &amp; ISO 14001 certified for leadership in quality, environment and safety management systems, Tarkett Sports' facilities in Calhoun (FieldTurf, Easy Turf &amp; Tarkett Sports Indoor) Chagrin Falls (Tarkett Sports Indoor) and Hunt Valley (Beynon Sports and Renner Sports) represent three of the most advanced manufacturing operations in North America. In addition, to help guide you to the right system for your facility, we rely on the independent flooring standard, ASTM F2772. This way, you can better evaluate and compare similar systems.</p> <p>Maintenance is simple with Tarkett Indoor products. Our systems are finished with our factory applied polyurethane surface treatment, TopClean XP. The application delivers leading resistance to scratches, scuffs, stains and abrasion. As the TopClean XP surface treatment does not promote organism microbial growth, the system reduces the possibility of bacteria and micro-organisms build up on the surface.</p> <p>Because sustainable sport is integral to the wellbeing of our communities, preserving our ecosystems is a part of what drives all of our product innovation. Our commitment to sustainability is focused and unwavering.</p> <ul style="list-style-type: none"> <li>• Omnisports products are 100% recyclable</li> <li>• Contributes to facility leed certification</li> <li>• Tarkett is recognized as a world leader in sustainability</li> </ul>
75	Describe any sustainability design features your product offers.	<p>Our Omnisports vinyl is made with recycled content and is 100% recyclable.</p> <ul style="list-style-type: none"> <li>•Our Dropzone rubber is fabricated in part with recycled tires.</li> <li>•Our ClutchCourt series avoids the use of manufactured materials by using 100% maple hardwood.</li> <li>•Our GreenLay installation minimizes the need for adhesives during installation.</li> </ul>
76	Describe the installation process and how it is managed from product order to completion.	<ol style="list-style-type: none"> <li>1.) Products are secured from inventory or set for production depending upon schedule of installation and availability of materials.</li> <li>2.) Materials are delivered in coordination with labor to receive and distribute within the workspaces or dedicated storage space in a timely fashion.</li> <li>3.) The substrate is checked for discrepancies according to plans, specifications, or contract details as required.</li> <li>4.) Any deviations from the proposed and accepted scopes of work are sent to the customer for review and potential cost additions are included. Acceptance of any additional work and/or materials are in writing per a Change Order.</li> <li>5.) Power, lighting, HVAC, and other jobsite conditions are confirmed prior to delivery of materials and schedule of labor.</li> <li>6.) Upon completion, a walkthrough inspection is required with the owner or owner's representative to confirm installation satisfaction and revolve any punch list items if they arise.</li> <li>7.) Closeout documentation such as maintenance, warranty registrations, and billings are submitted upon completion. Partial billings may occur for stored materials for projects with extended or delayed installation schedules.</li> </ol>

**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
No Exceptions		

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell 2022 FieldTurf Indoor Flooring Pricing.xlsx - Tuesday February 15, 2022 12:25:13
  - [Financial Strength and Stability](#) - Financial Statements 2019-2021 and Letter of Credit from Surity.pdf - Tuesday February 15, 2022 15:29:27
  - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday February 16, 2022 11:56:30
  - [WMBE/MBE/SBE or Related Certificates](#) - Table 8 Question 44 - Fieldturf SubK Plan FY2021 FE Signed.pdf - Wednesday February 23, 2022 15:47:47
  - [Warranty Information](#) - Indoor Flooring Warranty folder.zip - Tuesday February 15, 2022 15:30:36
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Tuesday February 15, 2022 15:43:28
  - [Upload Additional Document](#) - Additional Documents.zip - Wednesday February 23, 2022 16:09:18

## 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. - Eric Dalier, President -Tarkett North America & Tarkett Sports, Tarkett North America

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
<b>Addendum_3_Athletic_Surfaces_RFP_031022</b> Thu March 3 2022 08:58 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Athletic_Surfaces_RFP_031022</b> Fri January 28 2022 03:18 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Athletic_Surfaces_RFP_031022</b> Fri January 21 2022 01:20 PM	<input checked="" type="checkbox"/>	1