

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sprinturf, LLC, 146 Fairchild St., Suite 150, Daniel Island, SC 29492 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all 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

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

Sourcwell

Sprinturf, LLC

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

DocuSigned by:
Brandon Kennedy
By: 361B7F2D38714C5...
Brandon Kennedy
Title: Chief Estimator
Date: 5/23/2022 | 4:01 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/23/2022 | 4:55 PM CDT

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

Vendor Details

Company Name: Sprinturf, LLC

Does your company conduct business under any other name? If yes, please state: ITS-Sprinturf

Address: 146 Fairchild Street
Suite 150
Daniel Island, South Carolina 29492

Contact: Webb Cook

Email: wcook@sprinturf.com

Phone: 717-917-1790

Fax: 843-284-8823

HST#: 45-1602703

Submission Details

Created On: Monday March 14, 2022 12:28:53

Submitted On: Wednesday March 16, 2022 15:55:12

Submitted By: Webb Cook

Email: wcook@sprinturf.com

Transaction #: 47ca8688-1022-45d7-8568-fe49198e1c96

Submitter's IP Address: 184.81.148.229

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")	Sprinturf, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or DUNS number:	DUNS # 624410366
5	Proposer Physical Address:	146 Fairchild St. Suite 150 Daniel Island, SC 29492
6	Proposer website address (or addresses):	www.sprinturf.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):	Brandon Kennedy Chief Estimator bkennedy@sprinturf.com 146 Fairchild St. Suite 150 Daniel Island, SC 29492 843-936-6022
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marc Belluomini Vice President Sales & Marketing 146 Fairchild St. Suite 150 Daniel Island, SC 29492 mbelluomini@sprinturf.com 843-648-0403
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>Sprinturf is one of the original three artificial turf companies. Formed in 1998, Sprinturf has over 1,800 installations throughout the United States. In 2010, Integrated Turf Solutions (ITS), one of only 2 companies in North America manufacturing the FULL range of artificial turf products, acquired Sprinturf, one of the most reputable turf marketers and installers in the country. The new Sprinturf became the FIRST fully integrated polyethylene turf company in North America. This was the first step towards a world class model, providing best-in-class economics, logistics, quality and service.</p> <p>Our core values:</p> <ul style="list-style-type: none"> • We act with honesty and integrity – when in doubt, we do the right thing • We strive to exceed expectations • We work as a team to get the job done right • We are high performers who solve problems and take ownership of our work • We are accountable for our action and inactions • We embrace and drive change <p>Sprinturf's principal office is located in Charleston, South Carolina. In addition, Sprinturf operates two manufacturing facilities; one in Dadeville, Alabama and the other in Chatsworth, Georgia. The Dadeville facility extrudes a full range of polyethylene, polypropylene and nylon yarns, including the latest generation of slit film and spinneret monofilament yarns. The Chatsworth, Georgia facility houses Sprinturf's tufting and urethane coating operations. Together, the Dadeville and Chatsworth facilities have provided yarn and finished synthetic turf products for over 2,000 fields in North America. Sprinturf is the only company in North America that extrudes 100% of their fibers in-house and in America.</p> <p>Since 2011, Sprinturf has manufactured and installed over 68,000,000 SF of synthetic turf for athletic fields in the United States. That equates to 850 fields manufactured and installed in the U.S. since the beginning of 2011 based on an average field size of 80,000 SF.</p> <p>Sprinturf's stability in the market place is very strong. Sprinturf is one of the financially strongest companies in the synthetic turf industry.</p> <p>The company has minimal debt and the aggregate value of its Chatsworth and Dadeville facilities is in excess of \$40,000,000. Sprinturf has made money every year since the 2010 merger with ITS. To date, Sprinturf currently has over \$66.4 Million of work under contract for the 2018 season. Sprinturf's bonding capacity is \$75,000,000 and our bonding rate leads the industry at 1.35%.</p> <p>Since 2010 (when our ownership assumed control of the company), Sprinturf has not had a single claim filed against its third party insured warranty program.</p> <p>Sprinturf's construction/installation schedules and performance since 2012 have been excellent. Sprinturf's "on time" completion percentage is one of the highest in the industry. We have included a number of reference letters from many happy Sprinturf customers that speak both to our ability to complete the project on time and provide a first class, quality synthetic turf field backed by one of the strongest warranty programs in the industry.</p>
11	What are your company's expectations in the event of an award?	<p>Upon award, Sprinturf would like to target a minimum of 10-15 fields sold in year one of Sourcewell contract. We will immediately notify our sales force and schedule a two day program at the home office for the sales team. The purpose of the meeting will be to educate the sales team on the benefits of the Sourcewell program, work through the details of the selling process, and develop new marketing materials promoting the your cooperative. The plan would be to move forward with these steps as soon as we are notified of an award. Our sales season will already be under way, so we want to get word out to our customers about the Sourcewell program as soon as we know of an award. We will also update our website, and develop a sales program tied to Sourcewell that we can use in sales presentations and trade shows.</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>Sprinturf is one of only four national synthetic turf companies and it is the only one to own all its American manufacturing facilities, which are worth over \$40 million. Sprinturf also enjoys a long term supply and research relationships Exxon and Dow, the two largest resin suppliers in the industry. Sprinturf's manufacturing & supply capacity is in excess of 35 million square feet annually.</p> <p>Sprinturf carries comprehensive commercial general liability, automobile, liability, and workers' compensation insurance. In addition, its third-party insured warranty is the best in the industry with a \$20 million per field limit and annual aggregate coverage of \$25 million. Copies of its Certificates of Liability Insurance, third-party warranty, and a sample warranty are included herein for your reference.</p> <p>Based on Sprinturf's experience, financial strength, and management team, we are pleased to report that their surety is prepared to support contract performance and payment bonds on individual projects up to \$10 million and aggregate work programs of \$75 million and would be willing to consider higher limits if called upon.</p> <p>A letter of credit, financial statement, bonding capability letter, and reference letters are all included in our proposal.</p>	*
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Sprinturf is a national sales organization. Our national headquarters is located in Charleston, SC. We have sales offices in sixteen (16) states, with an experienced sales staff that services the entire United States. Sprinturf is consistently the third or fourth largest synthetic turf sales and installation in the United States over the last 5 years. And our growth as a company is confirmed by the yearly increase in fields (in square feet) that we have experienced since 2013. By the end of 2018, Sprinturf expects to sell and install 19,000,000 SF of synthetic turf in the United States. That equates to 225 fields based on an average field size of 85,000 SF.</p> <p>Our total market share in the United States is between 13% to 15%.</p>	*
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Currently, Sprinturf does not sell in Canada.</p>	*
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Sprinturf, LLC has not petitioned for bankruptcy protection.</p>	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Sprinturf is best described as a manufacturer that also has an integrated, in-house sales team that works to sell our products and services. Sprinturf is unique in the North American turf industry, as we are the only company that is 100% vertically integrated. We manufacture all of our yarns and finished turf systems in-house and in the United States. Our yarn extrusion facility is located in Dadeville, AL, and our ISO 9001 tufting and coating facility is located in Chatsworth, GA. This provides our customers with the highest level of quality control throughout the manufacturing process and results in sole source responsibility for all of our finished turf systems.</p> <p>The Sprinturf sales approach is direct to owner. We have a highly trained sales staff that will sell directly to the owner from start to finish. We do not use dealers and or third parties. Sprinturf is your one and only source solutions for all your artificial turf needs.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Sprinturf is registered with the Minnesota Department of State and also holds a contractor's license with the Minnesota Department of Labor and Industry (License Number: IR662015). Sprinturf also holds 36 other general contracting and/or turf installation licenses throughout the US. A complete list can be provided upon request. We are an active member of the American Sports Builders Association (ASBA) with two Certified Field Builders-Synthetic Turf (CFB-S) on staff.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Sprinturf has not been suspended or debarred from any organizations during the past ten years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																												
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Sprinturf is a member of the ASBA, and has two ASBA certified field builders on staff. We are also members of the STMA, ASTM and the Safe Fields Alliance. Sprinturf fields have been nominated for ASBA "Fields of the Year" on numerous occasions since 2014.																																																												
20	What percentage of your sales are to the governmental sector in the past three years	Government: 30%																																																												
21	What percentage of your sales are to the education sector in the past three years	Education: 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?	<table border="1"> <thead> <tr> <th>Row Labels</th> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> </tr> </thead> <tbody> <tr> <td>Grand Total</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AEPA</td> <td>-</td> <td>\$1,847,480</td> <td>\$4,175,137</td> <td>\$1,526,315</td> </tr> <tr> <td>\$7,548,932</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CES</td> <td>\$2,353,413</td> <td>\$1,264,310</td> <td>\$555,899</td> <td>-</td> </tr> <tr> <td>\$4,173,622</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>C-MAS/GSA</td> <td>\$65,772</td> <td>\$2,395,479</td> <td>-</td> <td>\$478,930</td> </tr> <tr> <td>\$2,940,181</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>COSTARS</td> <td>\$331,039</td> <td>-</td> <td>-</td> <td>\$1,228,460</td> </tr> <tr> <td>\$1,559,499</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Tips Tap</td> <td>\$2,715,581</td> <td>\$3,663,117</td> <td>\$3,810,775</td> <td>\$4,765,096</td> </tr> <tr> <td>\$14,954,569</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Row Labels	2019	2020	2021	2022	Grand Total					AEPA	-	\$1,847,480	\$4,175,137	\$1,526,315	\$7,548,932					CES	\$2,353,413	\$1,264,310	\$555,899	-	\$4,173,622					C-MAS/GSA	\$65,772	\$2,395,479	-	\$478,930	\$2,940,181					COSTARS	\$331,039	-	-	\$1,228,460	\$1,559,499					Tips Tap	\$2,715,581	\$3,663,117	\$3,810,775	\$4,765,096	\$14,954,569				
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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?	Sprinturf is a GSA Advantage Contractor. The annual sales volume for this contract over the past three years is as follows in excess of \$300,000																																																												

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 *
Whitehall-Coplay School District	Robert Hartman Director of Athletics	610-439-1431
Frederick County Public Schools	Brian Stager Senior Project Manager	301-644-5149
Chesterfield County-Parks and Rec.	Joe Stovall	804-318-8720

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 *
Frederick County - TIPS	Education	Maryland - MD	Replacement	84,691	\$445,165
Whitehall High School - COSTARS	Education	Pennsylvania - PA	Turf Installation	86,700	\$375,012
Sicard Hollow	Education	Alabama - AL	Replacement	274,500	\$961,252
Stroudsburg High School - COSTARS	Education	Pennsylvania - PA	Replacement	91,000	\$389,500
Gov. Thomas Johnson HS	Education	Maryland - MD	Conversion - GC	89,390	\$1,166,842

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Sprinturf is a national sales organization with 20 full time seasoned sales professionals who cover all 50 states of the U.S. We have sales offices in 16 different states, plus a five (5) person sales support staff that is located in our Charleston, SC, headquarters. We also have an eight (8) person estimating and operations department in Charleston, SC, that works in conjunction with the sales team to estimate and price out projects.
27	Dealer network or other distribution methods.	Sprinturf works through a number of distributors and through our Progreen partners to market and sell Sprinturf products throughout the U.S. These groups will work with Sprinturf to help develop the marketing program for Sourcewell and to sell projects to public owners through the Sourcewell Cooperative Purchasing Program.
28	Service force.	Sprinturf also has ten (10) full time installation crews (7-12 persons per crew) located throughout the U.S. These crews install the Sprinturf fields and also act as our "Service Force" to respond to warranty items and provide service under Sprinturf's SprintCare after sales field maintenance program. Our service representatives (located throughout the United States) are also Sprinturf employees, so we are able to control all aspects of our business process, from manufacturing all the way to the completed field
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sales orders are run directly through Sprinturf's administrative headquarters located in Charleston, SC. When a customer issues Sprinturf a purchase order, we will log it into our system, generate a formal contract when needed for the customer's execution, and then start the ordering and submittal process. Sprinturf handles all of these work items internally. Our distributors and partners are not a part of this process. Once the PO/Contract for the project has been processed, the project is assigned to one of Sprinturf's project managers to start the submittal, material ordering and scheduling process.
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.	Sprinturf is committed to provide exceptional customer service. All inquiries regarding warranty or repair work can be made by reaching out to customer care line at 888-524-6017 or by emailing customercare@sprinturf.com. Once an issue or problem is identified set up a call within 24 hours to rectify the situation. Sprinturf offers single source accountability with service solely dependent on us resulting in quicker response times. Sprinturf also offers a post-installation maintenance program for an additional cost. This program involves a recommended amount of visits from a certified Sprinturf technician throughout the life of the warranty. Each visit includes a variety of grooming techniques from cleaning infill to brushing the field. Your technician will also perform a careful inspection of the field and remediation of any repairs.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sprinturf has the ability, resources and willingness to provide our products and services to Sourcewell participating entities throughout the U.S. We have the sales staff, administrative, manufacturing and installation resources to make this happen.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sprinturf does not sell its products in Canada
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Sprinturf has a National presence with regional salesmen to promote Sourcewell. Sprinturf will be fully servicing Sourcewell sectors throughout the United States. We have grown over 100% in the past two years. Our continued growth would enhance our partnership and visibility with Sourcewell nationwide.
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?	Not Applicable
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories. Although, specific start dates must be presented early in the process to provide on-time installation with our shipment of products and installation equipment.

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>Sprinturf has extensive experience working with and marketing the benefits of cooperative purchasing groups similar to Sourcewell. Sprinturf works hard to incorporate the benefits of cooperative purchasing into our sales and marketing programs. This includes marketing literature directed at the cooperative purchasing market, a discussion of these programs in all of our sales presentations, highlighting these programs on our website, and marketing them at all national and state tradeshows that we exhibit at every year. Sprinturf will do the same, and more, if selected as an approved vendor for the Sourcewell program.</p> <p>Sprinturf's model is one of direct sales. Our sales team works hard to develop sales leads through customer referrals, relationships with architects/consultants that design these type of projects, attendance at national, state and regional trade shows, and the use of multiple lead generation sources (Dodge, ISQFT, etc.). Our focus is the K-12, college (public and private) and municipal recreation market. We have a trained in-house sales support staff that works with the sales team to generate as many new leads in each of these market segments.</p> <p>A Sprinturf/Sourcewell specific marketing program has been developed and is included in this proposal for your review in the Marketing Plan tab.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Sprinturf has an in-house marketing department that coordinates trade shows, our website, eblasts and social media. We are constantly growing our image nationally with numerous marketing activities that include trade shows, lunch and learns, and seminars. We use social media to promote our products and services and highlight current and past performance. We eblast potential schools and other organizations about our products, services and current industry and news. Sprinturf promotes innovation and technologies, new awards and other company information through press releases. Sprinturf constantly updates its website while cross referencing similar information on our website. We are also part of the Safe Fields Alliance, American Sports Builders Association and Sports Turf Mangers Association which can be utilized as a marketing tool.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We will educate the sales team on the best approach for the Sourcewell. Once our team fully understands its capabilities, we will market and promote the use of the Sourcewell. Sprinturf will also promote the advantages of using Sourcewell vs. public bid and will have our marketing team and consultants help potential owners understand and visualize the buying process using Sourcewell. We also utilize video presentations, marketing materials, and PowerPoints to enhance Sprinturf's overall sales process.</p> <p>We expect Sprinturf sales and marketing team to do the promotion, recruiting, and sourcing of contracts through Sourcewell and are happy to include the extent that they wish to be included.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>With the custom nature of our industry and product, e-procurement is currently not available for our sports fields artificial turf systems. However, our artificial turf for landscaping will be available purchased through our e-procurement system at www.artificialturf.com if awarded the Sourcewell contract.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Sprinturf will provide a comprehensive field maintenance training program at the conclusion of the field installation. We will train all of your facilities and maintenance crew on proper procedures to groom/maintain the field, including snow plowing, addition of infill in high use areas, emergency field repairs, etc., consistent with Sprinturf's Maintenance manual. Sprinturf crew will also emphasize items that could void the warranty if performed by untrained personnel or by anyone other than the Contractor. This training is standard and included in the purchase of Sprinturf.</p> <p>In addition, Sprinturf has included our turnkey field maintenance program, SprintCare, in our price list. This program involves a recommended amount of visits from a certified Sprinturf technician throughout the life of the warranty. Each visit includes a variety of grooming techniques from cleaning infill to brushing the field. The technician will also perform a careful inspection of the field and remediation of any seams. SprintCare can be contracted for on an annual or long term basis, and the two programs provide twice per year or four times per year field maintenance services.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>Sprinturf is always implementing new ideas and products into our synthetic turf fields. The fibrillation pattern in the Shark Tooth product is cut with razor blades instead of the standard pins used in all other slit film fields. This allows us to use a thicker more durable yarn.</p> <p>Our examples include our patent pending, new secondary backing system called Pro Flow. This backing system is completely water-permeable so the water flow is maximized. At the same time this coating saturates all the fibers so tuft-bind is maximized as well. Proflow is available on the four of five landscape turf product on our price list.</p> <p>We also have different systems available to help keep the field and athletes cooler during the warmer months. Coolfiber is a solar reflective coated fiber that can reduce the field temperatures up 23 degrees. Chillfill is a temperature reducing, green infill that retains less heat than the traditional recycled rubber infill.</p> <p>Sprinturf continually looks for improvements in durability, safety, temperature control, reliability and quality. New products will become available to Sourcewell as they become commercialized.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>From an office recycling program to the energy-efficient lighting in our warehouses, Sprinturf's "green" initiatives stem throughout the company. Sprinturf purchases and uses millions of pounds of recycled SBR rubber as infill for its synthetic turf fields, keeping used tires out of landfills. In addition, we now work with a company that recycles old turf fields that are being replaced. This year Sprinturf will deliver more than 2,000,000 SF of old turf that will be recycled and re-purposed for other uses. As far as our products, fibers in a Sprinturf field are made of 3-5% recycled plastic.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Sprinturf is not a WBE, MBE nor SBE business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The Sprinturf system is unique in many ways. Sprinturf is the only turf manufacturer with no fiber failures over the last decade. Since we manufacture 100 percent in house, world-class quality systems are designed around prevention versus detection. Furthermore, Sprinturf's manufacturing Facility is ISO-9001 certified. 100% of the fibers are made in-house and in America. We have been manufacturing slit tape fibers since 2002 and spinnerette monofilament since 2006. In addition to quality control, eliminating imports of any kind gives Sprinturf a compliance advantage with U.S. laws and regulations. 100% of the tufting and urethane coating is done in-house, giving us total control of manufacturing from pellet to finished product. We also have a fully equipped in-house lab including Instrons, color cameras, UV weatherometers and a Lisport accelerated wear tester.</p> <p>Sprinturf achieved a 99 % on time delivery rate in 2015 versus the typical industry average of 60-70 percent. Sprinturf can manufacture and deliver the synthetic turf for this project in approximately twenty-one (21) days from receipt of approved submittals. By controlling all manufacturing and testing, Sprinturf confidently offers an eight (8) year manufacturer's warranty that is fully insured by a third party. Sprinturf is also the only turf company to guarantee a minimum 10 tuft bind. Thus far, there have been zero fiber failures for all yarns manufactured in Sprinturf facilities.</p> <p>Sprinturf also offers a unique maintenance program, SprintCare. Sprinturf supports you from the beginning (resin pellet) to when your field is removed a decade from now. Since there are not multiple hands in the pot, Sprinturf offers the best pricing while making sure all production complies with all EPA and CPSC regulations on heavy metals etc.</p> <p>Sprinturf is unique in the North American turf industry, as we are the only company that is 100% vertically integrated.</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?	Sprinturf warranties cover, products, parts and labor and will cover the expense of technicians' travel time and mileage to perform warranty repairs. The warranty also covers items manufactured or provided by other companies that are incorporated into the Sprinturf synthetic turf system (infills, pads, etc.).
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sprinturf provides the most comprehensive product warranty in the North American synthetic turf industry. We provide an eight (8) year company and third party insured warranty that covers all aspects of the synthetic turf systems we provide and install. The warranty is non-prorated, and does not contain any type of "limitation of use" or "usage restriction" provision that would adversely affect the coverage of the warranty. The warranty covers the product (turf and infill), the installation and the performance of the turf system for the life of the eight (8) year warranty period. Copies of these warranties have been provided in Sprinturf's response to this RFP.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranties cover, products, parts and labor and will cover the expense of technicians' travel time and mileage to perform warranty repairs. The warranty also covers items manufactured or provided by other companies that are incorporated into the Sprinturf synthetic turf system (infills, pads, etc.).
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?	Sprinturf provides nationwide warranty coverage, and has qualified, experienced technicians available in all regions of the country to make warranty repairs in a timely manner at no cost to the customer.
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?	The warranty also covers items manufactured or provided by other companies that are incorporated into the Sprinturf synthetic turf system (infills, pads, etc.).
51	What are your proposed exchange and return programs and policies?	Please see our sample copies of Sprinturf warranties in our Proposal Document
52	Describe any service contract options for the items included in your proposal.	Sprinturf also provides extended field maintenance programs to its customers through our SprintCare program. SprintCare programs can be purchased along with the field, or after the sale. Sprinturf can tailor a SprintCare program to meet the specific needs of a customer, both as to the number of maintenance visits per year, and the duration (number of years) of the program.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Sprinturf works with a number of independent financing companies to provide our customers with a variety of financing options. We have provided a list of these financing companies with contact information for you to review.
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.	Sprinturf's standard proposal documents are included in the attachments. We have also included our AIA documents for billing (excel sheet).
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?	Sprinturf does not currently accept the P-card procurement and payment process. However, we will work with Sourcewell to establish this program so that Sourcewell customers can use this process to pay for its orders with Sprinturf.

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>Our pricing model is broken down by specific turf systems (fiber type, fiber height and fiber weight) which includes a standard infill mix of 70% rubber and 30% sand (by weight). Pricing for alternate infills and pad systems are broken out separately in the event the customer wants to purchase one of those items. Pricing for each set of inlaid sports lines (football, soccer, lacrosse, etc.), are also broken out as separate line items so the customer has a variety of options. Logos and field lettering options are also listed.</p> <p>These prices are broken out on a per square foot basis, which allows the customer to calculate a total estimated cost based on the field size that it wants to build/install.</p> <p>The per SF pricing is based on a single field that is approximately 90,000 SF. This is the standard size of most multi-sport fields (football, plus two other sports) that Sprinturf installs in the United States.</p> <p>These prices are installed pricing. They are turnkey. The per SF price covers all materials, freight and installation costs to provide the customer with an installed Sprinturf synthetic turf system when the work is completed.</p>
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.	<p>The spreadsheet we are submitting shows our Manufacturer's Suggest Retail Price (MSRP), and the discounted pricing (10%) that we are proposing to provide to all Sourcewell customers. These prices are not to exceed numbers, with an understanding that any negotiation between a customer and Sprinturf will result in a price equal to or lower than the discount price specified in the spread sheet (which will result in a discount greater than the 10% listed on the spread sheet).</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sprinturf can provide quantity/volume discounts to Sourcewell customers who purchase multiple fields in one order.</p>
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.	<p>Sprinturf does not have any "open market" or "nonstandard options" in its pricing schedule.</p>
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.	<p>There are no additional costs of acquisition that are not included in our product pricing schedule. The Sprinturf pricing is turnkey.</p>
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Delivery and shipping is included to the contiguous 48 states. As for Hawaii and Alaska, all trucking fees, container fees and customs fees will be an upcharge and can be quoted at time of bid. Some specialty infills are quoted FOB factory and shipping charges will be calculated at time of bid. The price list clearly specifies "FOB plant" for these infills.</p>
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Materials are shipped to the West Coast port via truck and then will be placed in a container for shipment by sea. At the destination port, trucking will then be arranged to the job site</p>

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sprinturf has the ability to expedite the manufacturing and delivery of synthetic turf to our customers to help those with expedited schedules. Sprinturf can manufacture a full size field within 5 days of receipt of an approved shop drawing. This is 2-3 weeks faster than any of our competition. Sprinturf is able to do this because we manufacture all of our finished yarns and finished turf systems in-house and in the United States. Once completed, a field can be shipped to a customer within 2-3 days, or within 24 hours with expedited delivery services for an additional cost.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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.	Sprinturf's accounting department will implement the same type of program we currently use for our other cooperative purchasing programs (GSA, TIPS USA) to verify compliance with the proposed contract with Sourcewell. This will include weekly and monthly tracking of Sourcewell sales, and calculation of the applicable administrative fees to Sourcewell. Our accounting department generates a monthly report showing all sales and fees to be paid, which ensures timely reporting and payment to Sourcewell on a quarterly basis as required under the contract.
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.	Sprinturf has an internal program that tracks both the number of projects that we will bid through Sourcewell and our success rate on those projects. This allows Sprinturf to understand our customer base and what we need to do internally to increase our success/win rate on these projects. These metrics show us where we are successful using cooperative purchasing and the regions where we need to improve our performance with cooperative selling. These metrics are shared with our sales team and partners so they can better adjust their efforts to maximize sales through the Sourcewell Cooperative programs. We track these metrics on a quarterly basis to help maximize our sales efforts through the cooperative selling process.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The administrative fee Sprinturf is proposing to pay to Sourcewell is awarded this contract is 1.5%. It will be calculated as a percentage of the total value of all sales Sprinturf makes through Sourcewell each quarter. It has been included in all pricing we have submitted in our pricing schedule for our products and services listed therein.

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>Sprinturf manufactures, sells and installs a wide variety of infilled synthetic turf systems that are used on athletic fields for colleges, high schools, municipalities, parks and recreation departments, school districts, and other owners. These systems are used for football, soccer, lacrosse, field hockey, rugby, baseball, softball and many other sports and recreational activities.</p> <p>Sprinturf is the only company in the North American turf industry that manufactures all of its own synthetic turf yarns (slit film, monofilament, thatch, etc.) and finished turf systems at its own company-owned manufacturing facilities in the United States (Dadeville, AL and Chatsworth, GA).</p> <p>Sprinturf sells a wide variety of slit film (Ultrablade), dual fiber (DFE) and monofilament fiber (MXE) turf systems, in different face weights, and different pile heights. These are the primary turf systems installed in the United States (and North America) in today's market. These systems are sold and installed with a number of different infill systems (rubber, rubber/sand, organic infills, coated sands, etc.), and many are installed with a number of different shock pad systems. Sprinturf has provided comprehensive pricing for all of these systems, infill options and pad options in an easy to understand spreadsheet (pricing is based on per SF and per LB increments so that the customer can easily calculate a price based on the SF of the field and the type of system they are looking to purchase.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Turf systems, inlay packages, maintenance equipment, infills, shock pads, sitework applications, athletic equipment, testing, miscellaneous and landscape products.

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

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

Line Item	Category or Type	Offered *	Comments
71	Indoor and outdoor athletic and recreational artificial turf and running track surfaces and sub-surfaces	<input checked="" type="radio"/> Yes <input type="radio"/> No	Indoor and outdoor athletic and recreational artificial turf - Included Running track surfaces and sub-surfaces - Not Included
72	Equipment, options, accessories, technology, materials, and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Indoor and outdoor athletic and recreational artificial turf - Included Running track surfaces and sub-surfaces - Not Included
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	Indoor and outdoor athletic and recreational artificial turf - Included Running track surfaces and sub-surfaces - Not Included

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.	Sprinturf achieved a 99 % on time delivery rate in 2015 versus the typical industry average of 60-70 percent. Sprinturf can manufacture and deliver the synthetic turf for this project in approximately twenty-one (21) days from receipt of approved submittals. By controlling all manufacturing and testing, Sprinturf confidently offers an eight (8) year manufacturer's warranty that is fully insured by a third party. Sprinturf is also the only turf company to guarantee a minimum 10 tuft bind. Thus far, there have been zero fiber failures for all yarns manufactured in Sprinturf facilities.
75	Describe any sustainability design features your product offers.	Sprinturf is different from its competition because it is the ONLY turf company that manufactures all of its yarns and finished turf systems in-house and in the United States. We don't buy any yarns from third party suppliers, nor do we use any third party tufting and coating companies to make our turf systems. In addition, Sprinturf is the only company that installs all of its fields with Sprinturf trained and certified in-house installation crews. Sprinturf does not use sales distributors and it does not use independent third party installation companies to install our fields. We do everything in-house, which means there is sole source responsibility and accountability for the entire process, beginning with the resin pellet all the way through the finished installation of the new Sprinturf field.
76	Describe the installation process and how it is managed from product order to completion.	All Sprinturf installations are performed by our in-house installation crews or Sprinturf trained/approved installers and will comply with and meet the Sourcewell member approved shop drawings and specifications. Prior to installation of the turf system, Sprinturf will inspect and approve the finished stone base to verify that it is ready for turf installation. Sprinturf also has the capabilities, experience and financial capacity to act as a general contractor on single or multiple field projects that include site work/base construction.

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

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

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

Documents

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

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

- [Pricing](#) - Sprinturf Sourcewell Pricing 2022.pdf - Wednesday March 16, 2022 14:37:30
- [Financial Strength and Stability](#) - Financial Strength.pdf - Wednesday March 16, 2022 13:37:42
- [Marketing Plan/Samples](#) - Marketing Plan Final.pdf - Wednesday March 16, 2022 15:42:11
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty & Insurance.pdf - Monday March 14, 2022 13:46:03
- [Standard Transaction Document Samples](#) - CooperativePurchasing.pdf - Wednesday March 16, 2022 14:30:33
- [Upload Additional Document](#) - SPRINTURF PROPOSAL.pdf - Wednesday March 16, 2022 15:51:32

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. - Brandon Kennedy, Chief Estimator, Sprinturf, LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Artificial_Turf_RFP_031622 Tue March 8 2022 04:36 PM	<input checked="" type="checkbox"/>	2