



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and H2I Group, Inc., 430 Industrial Blvd. NE, Minneapolis, MN 55413 (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

H2I Group, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/23/2022 | 2:20 PM CDT

DocuSigned by:  
*Matt Cross*  
By: 817CC9A194DB45C...  
Matt Cross  
Title: General Manager  
Date: 5/26/2022 | 5:16 AM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 5/26/2022 | 7:20 AM CDT

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

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## Vendor Details

Company Name: H2I Group  
Address: 430 Industrial Blvd NE  
Minneapolis, MN 55413  
Contact: Nathan Thiesfeld  
Email: nthiesfeld@h2igroup.com  
Phone: 612-362-2119  
Fax: 866-427-5007  
HST#: 843007083

## Submission Details

Created On: Monday January 31, 2022 17:01:52  
Submitted On: Wednesday March 16, 2022 12:11:13  
Submitted By: Nathan Thiesfeld  
Email: nthiesfeld@h2igroup.com  
Transaction #: 976846d5-6fae-47a6-903d-3a784dab8103  
Submitter's IP Address: 63.235.132.228

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	H2I Group, Inc.
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 - 117341451
5	Proposer Physical Address:	430 Industrial Blvd NE, Minneapolis, MN 55413
6	Proposer website address (or addresses):	www.h2igroup.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):	Matt Cross, General Manager 430 Industrial Blvd NE Minneapolis, MN 55413 contracts@h2igroup.com 800-795-0696
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Cross, General Manager 430 Industrial Blvd NE Minneapolis, MN 55413 mccross@h2igroup.com; 540-595-0940
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nathan Thiesfeld, Vice President 430 Industrial Blvd NE, Minneapolis, MN 55413 nthiesfeld@h2igroup.com; 612-362-2119

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	H2I Group's core values are grounded in our LEGACY: Leadership, Entrepreneurialism, Goal Driven, Accountability, Courage, and You. Nearly 100 years ago, the founding fathers of now H2I Group set forth to strengthen the cornerstone of every community through the education of children. Our founders enhanced athletic environments of their customers through solutions based on passion for people and culture, well-being, and safety. H2I Group believes safe, thoughtfully designed spaces are essential to health and well-being because they foster motivation, curiosity, and play. This has been exemplified by our consistent drive to find the best products for our customers, provide thorough and continuous training, and deliver a reliable solution at a fair price. A large percentage of H2I's 2021 sales were within the educational/athletic sectors and include products to many of Sourcewell's participating members as a dealer for manufacturers that hold Sourcewell contracts. "See Supporting Document "Marketing Sourcewell Upload" under Marketing.

11	What are your company's expectations in the event of an award?	H2I will promote the Sourcewell contract enthusiastically as an opportunity for members to improve facilities and increase community and school ability to offer activities. The need for safe, inclusive spaces for a wide range of activities that require updated, safe sport surfaces is growing every year. An award by Sourcewell allows H2I to more efficiently partner with participating entities to provide more equipment, products and services to more students and athletes at lower prices and with better value. H2I will take full advantage of the infrastructure and expertise created by Sourcewell to seamlessly provide the experience the participating entities expect by contracting with Sourcewell and H2I. Our goal would be to increase our sales by 25% YOY Growth. We look forward to expanding on our written proposal to discuss expectations in detail.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>H2I's Employee Stock Ownership Plan (ESOP) creates accountability and success for each of our over 200 employee owners.</p> <p>The following summary highlights the strength and stability we offer our customers:  Annual Revenue:  • 3-Year Average Annual Revenue: \$145,399,992  • Expected 2021 Annual Revenue: \$188,000,000</p> <p>Bonding: A.M. Best Rating: A Single Project: \$50,000,000 Aggregate: \$150,000,000  Line of Credit: Available: \$10,000,000 Outstanding Average Balance: \$0</p> <p>Our bank's letter of reference and credit, as well as our surety's letter of bonding is attached for your review. Financial statements are available upon receipt of a signed confidentiality agreement.</p> <p>See Supporting Document, "Line 9 Financial Strength and Stability Bank Credit and Bonding letter" under Financial Document.</p>	*
13	What is your US market share for the solutions that you are proposing?	Our US market share is approximately 10% for Athletic Surfaces and related products and services.	*
14	What is your Canadian market share for the solutions that you are proposing?	H2I Group looks forward to a time when we are able to reach all territorial regions. While we don't currently have a presence in Canada, we have expansion to that area as part of our future business plans.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	H2I Group has never petitioned for Bankruptcy.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>H2I Group is best described as a distributor/dealer/reseller and installer, AND service, support, and training provider. Please refer to the attached documentation which confirms authorization to act as a distributor/dealer/reseller both from H2I Group and our manufacturer partners. All of our employees who act as our dealer / sales network for our manufacturing partners are H2I Group employees, and we are a nearly 100 year old employee- owned ESOP company. We have national coverage representing dozens of long term manufacturing partners.</p> <p>See H2I letter and our manufacturer partners letters of authorization to offer their products on this contract.</p> <p>See Supporting Document, "Sourcewell Authorization for H2I Group Coverage" under Valued Added Attributes.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Compliance with local, state, and federal requirements is embedded in our culture of participating with each community we work within. Among H2I Group and our owned installation companies, we hold over 300 registrations, licenses, and certifications. Led by H2I Group's HR department and strengthened by operations, risk management and compliance, we have the resources and infrastructure to meet Sourcewell's expectations of your partners. H2I, our manufactures, and Partners are also members of several national associations such as ASBA, STC, STMA, among others.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	H2I Group has not had any suspension or disbarment instances in the past ten years.	*

**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	H2I has received the following recognition for our outstanding products and services: <ul style="list-style-type: none"> <li>• Star Tribune's Best &amp; Brightest award</li> <li>• 100 best places to work at (several years)</li> <li>• Robbins sports surfaces #1 volume dealer of the year award 2020-2021</li> <li>• OSST sport surface exclusive dealer agreement award 2021</li> <li>• Porter Athletic dealer of the year award 2020-2021</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	Governmental Sector percentage of sales H2I Group: <ul style="list-style-type: none"> <li>2019 18%</li> <li>2020 22%</li> <li>2021 17%</li> </ul>
21	What percentage of your sales are to the education sector in the past three years	Educational Sector percentage of sales H2I Group <ul style="list-style-type: none"> <li>2019 72%</li> <li>2020 71%</li> <li>2021 76%</li> </ul>
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?	H2I was awarded Sourcwell Contract 040121-STEM Curriculum Solutions and Equipment with related accessories, supplies and services in 2021. <ul style="list-style-type: none"> <li>• 2021 sales: \$1,289,251</li> </ul> H2I also appreciates our role as a dealer in several Sourcwell Contracts held by the below manufacturers that we represent: <ul style="list-style-type: none"> <li>• H2I annual sales for Porter using Sourcwell Contract 071819-PTA <ul style="list-style-type: none"> <li>• 2020 \$36,602</li> <li>• 2019 \$632,943</li> <li>• 2018 \$263,715</li> </ul> </li> <li>• H2I annual sales for DeBourgh using Sourcwell Contract 01920-DBM <ul style="list-style-type: none"> <li>• 2020 \$185,458</li> <li>• 2019 \$857,026</li> <li>• 2018 \$784,533</li> </ul> </li> <li>• H2I annual sales for Robbins using Sourcwell contract 060518-RBI <ul style="list-style-type: none"> <li>• 2020 \$589,753</li> <li>• 2019 \$591,300</li> <li>• 2018 \$838,937</li> </ul> </li> </ul> H2I also participates as a dealer for Irwin seating under the Omnia contract. <ul style="list-style-type: none"> <li>• H2I annual sales for Irwin Seating using Omnia contract # R191805 <ul style="list-style-type: none"> <li>• 2020 \$516,725</li> <li>• 2019 \$635,158</li> <li>• 2018 \$350,946</li> </ul> </li> <li>• Buyboard contract # 583-19 <ul style="list-style-type: none"> <li>• 2020 \$893,133</li> <li>• 2019 \$1,607,591</li> <li>• 2018 \$986,510</li> </ul> </li> </ul>
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?	N/A

**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 *
Bamberg School District	Devon Blume	803-682-1650
Osseo Maple Grove Schools	Jeff Arthurs	763-391-7197
Brainerd ISD	Reid Theisse	218-454-6906

**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 *
Spartanburg High School	Education	South Carolina - SC	New Track, New Equipment, Flooring, Bleachers, Gym Equipment, Lockers	\$ 95,000 to \$ 2,200,000	\$ 5,900,000
McAllen ISD	Education	Texas - TX	Tables, Stools, Auditorium Seating	\$ 81,801 to \$ 841,622	\$ 2,057,048
Conejo Valley School District	Education	California - CA	Equipment, Floors, Tables, Lab Casework	\$ 12,764 to \$ 1,141,207	\$ 2,254,000
Sartell School District	Education	Minnesota - MN	Athletic Equipment, STEM Solutions, Flooring, Lockers, Seating	\$ 1,971 to \$ 401,000	\$ 2,153,285
Quantico High School	Government	Virginia - VA	Gym Equipment, Track Surfacing, Bleachers, Flooring	\$ 65,000 to \$ 220,000	\$ 650,000

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

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

Line Item	Question	Response *
26	Sales force.	<p>The Athletic Solutions Team at H2I Group is dedicated to serving the athletic surfacing needs of K-12, college/university, and municipal communities throughout the USA. Our full-service athletic division team of over 35 H2I employee owners includes Sales Representatives, Athletic Flooring Client Service Managers, Project Estimators, and Revit Engineers. Based out of our Minneapolis Minnesota company headquarters, our athletic flooring team spans a deep nationwide footprint across 17 offices. This team works closely with our product manufactures to stay ahead of developments while maintaining core competency in the operation, service, and installation of all products.</p> <p>H2I group offers a full-service approach to the products we provide to our customers. From conceptualization, to site visits, project drawings, and engineering, post order project management, installation, and onsite supervision, to project turnover and ongoing service, H2I offers complete project lifecycle turnkey solutions with oversight by H2I employees during the entire process.</p> <p>H2I has demonstrated success with Sourcwell as a direct contract holder (STEM Curriculum Solutions contract # 040121-H2I)</p> <p>We have also successfully partnered with other direct Sourcwell contract holders including DeBourgh Manufacturing, Palmer Hamilton, Robbins Flooring and Porter Athletic.</p> <p>Note: As a relationship driven salesforce, H2I Group logs every aspect of our customer relationship in our Salesforce powered CRM. We do this to ensure a rich customer experience across the sales and service teams. We have a full-time dedicated Salesforce Solutions Manager. This work enables our Athletic Flooring Solutions team to remain proactive in their sales cycle, saving customers time and money. Moving forward we will leverage our deep data insights into impactful PR and empowering sales communication as well as share insights back to Sourcwell for a full 360 view of our partnership.</p> <p>Due to our existing strong relationship with Sourcwell and our in-house expertise of our CRM management we anticipate a non-complicated, streamlined approach to management and communication across our Sourcwell business. Leadership at Sourcwell can rely on H2I Group to provide a strategic YOY 3-year business growth plan to be supported by quarterly reporting to include sales by region, key metrics, and marketing engagement insights.</p>

27	Dealer network or other distribution methods.	<p>H2I Group is a dealer for a diverse number of manufactures across the county.</p> <p>H2I Group also partners with some of the largest Facility Management Companies who build, run and maintain many of the best athletic facilities in the US.</p>	*
28	Service force.	<p>Service is truly what sets the H2I Group apart from everyone in our industry. We are not a transactional business. We are part of specialized industry, fostering long term relationships from first purchase, to support, maintenance of the facility.</p> <p>The H2I Group service team strives for "Success from Day One". Our systems &amp; processes are designed to ensure a positive customer experience from initial transaction to ongoing support as needed. We do this to make sure our customer time, money and attention is focused where it needs to be – on student development. We strive to keep students learning and teachers teaching, rather than stressing out over equipment concerns. H2I Group service team is there whenever they need us – especially upfront.</p> <p>From the moment our products arrive, our team uniquely is right there to unpack, assemble, test and train to ensure our customer are comfortable, confident, and knowledgeable. We have a team of dedicated field service managers that offer in person long term consultative support to our customers.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The initial conversation will be handled by one of our dedicated sales professionals. They will walk our clients through the process, educating all parties so that they can best understand the decisions in front of them. Depending on the needs of the client H2I offers in house design consultation to help them better understand what they will be receiving. We will take their ideas and turn them into a vision that they can see and touch. When the client selects H2I for their project our jobs isn't complete. Once the client decides what they want the sales team will then introduce them to our Operations team that will guide them through the remaining process. This consists of a General Manager, Operations Manager, Project Manager, Project Engineer, and Project Coordinator. This team will ensure the customer has the experience they are expecting. They will be given a schedule laid out item by item for their review and be provided updates on a continuous basis until the project is completed. Once the project is completed our team will walk the facility with the client ensuring they are completely satisfied.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>H2I Group is dedicated to a friendly, professional, and proactive customer experience.</p> <p>As mentioned previously, each project is assigned a local project manager who oversees all aspects of the post order process. The PM is responsible for generating approval drawings, ordering material from manufacturers, scheduling deliveries, install and warranty closeout.</p> <p>In the event of a service request, our dedicated Customer Service team is standing by 8am to 8pm to take all calls with a live person. Messages are returned within less than 4 hours during normal business hours Monday – Friday 8am – 8pm CST.</p> <p>Sales inquiries are routed immediately to the best team member to provide them with the information they're looking for. All requests for quotes are handled within 48 hours of request to ensure thoughtful preparation and presentation.</p> <p>With robust Salesforce integration, we can document and track all customer interactions to ensure comprehensive view of their account needs. As we work to continue to improve the experience for our customers, we are building a proactive, secure e-commerce site with subscription options and easy order fulfillment of consumables.</p> <p>We have built deep, long-standing relationships with our manufacturers and work so closely with them that they are truly an extension to our core team. From coast to coast, we can rely on them to support the needs of our customers, day and night along with travel to locations when needed.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>H2I has agreements in place with our manufacturing partners for this contract that will allow full nationwide offering of all products on this contract. With 17 offices ranging across the US from coast to coast and border to border, H2I has feet on the street in most major markets in the USA. H2I has demonstrated success working with Sourcewell nationally with other contracts including the STEM contract held by H2I.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>H2I Group looks forward to a time when no athletic facility needs are out of reach. While we do not currently have a presence in Canada, we have expansion to that area as part of our future business plans.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Presently H2I Group will not be serving Canada, although we look forward to future opportunities in Canada.</p>	*

34	Identify any Sourcwell 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?	There are no limiting factors that would prevent H2I from servicing all participating entities or sectors for a Sourcwell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	H2I Group does not have any unique restrictions or requirements for Hawaii, Alaska, or any U.S. territories. We are thrilled at the opportunity to expand our Athletic Surfacing Solution products and services to other locations.	*

**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>The H2I Group Marketing department looks forward to amplifying this Sourcewell opportunity.</p> <p>Our efforts will play out in dynamic harmony across in-person, virtual, traditional, and digital platforms.</p> <p>Promotion of our Sourcewell partnership will include:</p> <ul style="list-style-type: none"> <li>• Inclusion during Nationwide Expo attendance, virtually or in-person.</li> <li>• Endorsements &amp; Memberships within our category.</li> <li>• Continuous Press Releases to keep us top of mind across news &amp; lifestyle outlets.</li> <li>• Content Marketing – for placement in blogs, lifestyle, and community publications.</li> </ul> <p>Example of this could include recognizing “students” of year or notable graduates on the path of success made possible by our partnership with Sourcewell.</p> <ul style="list-style-type: none"> <li>• Integrating Sourcewell into the identity of the H2I Group sales force by fortifying their email signatures and social media bio’s with mention of our Sourcewell relationship.</li> <li>• Distribution of tangible marketing material for mailers &amp; meetings.</li> <li>• E-distribution of electronic catalogs.</li> <li>• Respectful email communication, relevant and personalized to the customer needs.</li> <li>• Strong presence across digital social media platforms.</li> </ul> <p>See Supporting Document “Marketing Sourcewell Upload” under Marketing.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The marketing department of H2I Group Marketing embraces the awe-inspiring balance of art and data science that is modern marketing. Through the deliberate placement of visual imagery and precise word selection, backed by 360 data insights; we are confident in our ability to exceed your marketing partnership expectations. Our near-term success will be measured by sales. Our long-term success will be measured by the increased number of members who utilize H2I services. The Athletic Solutions team at H2I Group is passionate about providing the best athletic surface for Sourcewell’s Members facilities. It is important to select the proper athletic turf &amp; surface for the facility emphasizing player safety and performance. We will leverage these platforms to reach facility decision makers, facility staff, and athletic staff. Strategic use of customer and community data insights such as bond referendums will open visibility to potential member’s needs. Through this process H2I can help identify product design &amp; selection considerations for player safety and performance &amp; long-term maintenance considerations. Physical Education plays a significant role in developing future generations forward as they learn teamwork, leadership, and overall personal health.</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?	<ul style="list-style-type: none"> <li>• H2I will rely on Sourcewell’s national visibility to help create awareness of H2I’s value and product offerings.</li> <li>• We will leverage the team at Sourcewell as a sounding board to find new product solutions for our customers in Education and Gov’t. H2I Group Marketing will feature Sourcewell on our home landing page and links to the contract and video with user information on Sourcewell. We will partner with Sourcewell, as well as H2I Athletic Turf &amp; Surfaces Solutions Team, to request and use Sourcewell’s extensive exposure opportunities with partner entities, including advisory board for athletic spaces, client testimonies, and additional marketing Sourcewell has established and is willing to share.</li> <li>• H2I Group will promote Sourcewell at local, regional and national trade shows.</li> <li>• H2I Group has integrated Sourcewell into our sales process for several years as we have been a dealer for Debourgh, Porter Athletics, H2I STEM and Palmer Hamilton. H2I Group combined Sourcewell sales for these contracts exceeds \$ 5,000,000.00 from 2018-2020.</li> <li>• The success with utilization of the Sourcewell contract is a result of collaboration between H2I Group, our Sourcewell vendors and Sourcewell working directly with end users.</li> <li>• We will also incentivize our sales force for each Sourcewell Sale made individually to help promote the Sourcewell contract into our daily sales process.</li> <li>• Sourcewell has been a long-time partner of H2I through purchasing equipment from H2I such as Gymnasium Equipment, STEM Solutions, and Lockers for their various members.</li> <li>• It is with great pride that we will pronounce our partnership with Sourcewell on every sales call, presentation, and wherever possible across content marketing, PR, and social media placement.</li> <li>• We look forward to elevating the benefits of our partnership as Sourcewell has made it easy and convenient to save our customers time and money. Our strong foundation and tight partnerships will serve to establish solid trust and enhance our customer relationships.</li> </ul>
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>Customers can reach out to H2I thru E-platforms (email, website contact, etc.) to schedule a project consultation but due to the nature of the product on site meetings are usually required. H2I can conduct virtual meetings (such as Zoom / Teams) to help with coordination, product selection, and installation support.</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.	H2I includes product training on all athletic Turf & surfacing products we offer as a standard. Post installation an H2I representative will walk you through the daily, weekly, monthly, and yearly care & operation of the Turf and Surfacing. There is no additional cost to the training. If there is a need for a site visit an H2I representative can stop by the project location to assess the issues at hand and make recommendations. These site visits are included but any repairs could be an extra charge (warranty items would be covered).
41	Describe any technological advances that your proposed products or services offer.	H2I has an expert team of engineers that can help you visualize your potential space. From laying out your new game field or track surfacing to including your equipment layout. H2I utilizes the various current REVIT / CAD software packages to deliver the drawings and renderings.
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>SporTurf (Controlled Products)</p> <ul style="list-style-type: none"> <li>• Environmentally friendly products</li> <li>• Conserving energy; full utilization of 99% of raw materials</li> <li>• Turf products are 100% recyclable</li> <li>• ISO 9001 and 14001 certified</li> <li>• OHSAS 18001 certified</li> <li>• Verified adherence to ISO 14064-1 (2006) standards</li> <li>• LEED point opportunities</li> </ul> <p>OSST</p> <ul style="list-style-type: none"> <li>• Utilizes recycled rubber in some of its products</li> <li>• Initiatives to help reduce the amount of waste in our landfills</li> </ul> <p>Brock USA</p> <ul style="list-style-type: none"> <li>• Participate in a zero carbon program</li> <li>• Involved in ways to eliminate microplastics</li> <li>• Continuous R&amp;D to develop environmentally friendly products</li> <li>• Do significant research trying to develop plant based infill products</li> <li>• Cradle to cradle certifications</li> </ul>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>SporTurf (Controlled Products)</p> <ul style="list-style-type: none"> <li>• ISO 9001</li> <li>• ISO 14001</li> <li>• OHSAS 18001</li> </ul> <p>OSST Rubber Flooring</p> <ul style="list-style-type: none"> <li>• UL Greenguard Gold</li> </ul> <p>Brock USA</p> <ul style="list-style-type: none"> <li>• BrockFill cradle to cradle certified</li> <li>• Powerbase and Powerbase YSR cradle to cradle certified</li> <li>• California Prop65 certified</li> </ul>
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.	H2I is an employee owned company and is proud to be an Equal Employment Opportunity and Affirmative Action employer. We celebrate diversity and do not discriminate based on race, religion, color, national origin, sex, sexual orientation, age, veteran status, disability status, or any other applicable characteristics protected by law.
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>H2I Group is a one-of-a-kind resource, from the base work all the way up to the final surface, designed to address the complete view of our Athletic Surfaces, Science, Technology, Engineering, customer needs. From simple, transactional materials fulfillment to the architectural design and installation construction. H2I Group can provide a full-service solution for our customers from design to ongoing professional development &amp; service.</p> <ul style="list-style-type: none"> <li>• Design process with AutoCAD / Revit</li> <li>• Layout/activities/product</li> <li>• Equipment</li> <li>• Student resilient designs (Reliable, Ease of use)</li> <li>• Industry accreditation</li> <li>• Local Industry needs/career opportunities</li> <li>• Advisory board</li> <li>• Build partnerships</li> <li>• Implementation</li> <li>• Installation/Training</li> <li>• Ongoing Professional Development</li> <li>• Service and Support</li> </ul>

**Table 9: Warranty**

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, along with our vendor partners', we warranty products, parts, and labor.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our synthetic turf warranty does not cover surfaces used more than 3000 hours a year which is considered excessive wear and tear. The warranties cover activities that the products or surfaces were intended for.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	H2I warranties will generally cover most travel & mileage but there can be limitations based on the members distance from one of our offices. We request that Sourcewell members contact H2I for clarification based on their projects location and we can add a notation to their quotation and warranty stating the coverage. Warranty calls which are determined to not be caused by the defects in material or workmanship as covered in our warranties, will be billed for time and mileage.	*
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?	H2I presently does not have service capabilities in Canada. H2I would contract this work out through vetted installation companies that are licensed and authorized to perform this type of work in Canada.	*
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?	Yes, at H2I we pride ourselves on being accountable for every transaction to create a positive customer experience. We are a single source contact for all warranty/service for the products and services we sell.	*
51	What are your proposed exchange and return programs and policies?	The majority of athletic materials, components, and products we sell are larger ticket items that as an industry standard are not returnable mainly due to the customized nature of our offerings.	*
52	Describe any service contract options for the items included in your proposal.	We offer service contracts on certain components we sell and maintenance contracts on applicable products that require routine maintenance.	*

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

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30 Days	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We provide a wide variety of options including a relationship with the NCL National Cooperation of Leasing, flexible payment plans where needed and stretching payments across multiple budget schedules. To have needs is one thing, but to have needs that cannot be met due to financial constraints is another thing entirely. Especially when that unmet need is multiplied by the number of students, and parents, who depend on community leaders to provide quality education for them. The dedicated team at H2I Group will stop at no end to connect our customer with financial resources needed to make their students dreams come true.	*
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.	H2I will operate as the sole dealer for this contract. H2I has 17 offices and 300+ employee owners in sales, project management, customer service and accounting strategically located throughout the United States (see map in attachments). H2I utilizes several software programs as part of our order and fulfillment process including Salesforce, and Viewpoint. All orders are processed and tracked centrally in our Minneapolis office through receipt of PO from customer, procurement of material from H2I vendors, customer billing, and project closeout documents. We also have a service department that utilizes the same platforms. We have the ability to track purchases by customer, product type, PO date, ship date and final billing date. H2I accounting department will also be responsible for documentation on Sourcwell purchases and supporting documentation for regular reporting to Sourcwell team.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, H2I Group does accept the P-Card procurement and payment process. There is an additional 2% surcharge on all credit card transactions from our 3rd party credit card agency. A surcharge will not be applied to any payments made in the form of check, debit or ACH.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	H2I Group provides Sourcwell participating entities our best possible pricing. Our pricing model is based on a percentage off of manufacturers list pricing. H2I Group has included detailed list pricing for all products proposed as part of the RFP as attachments of the price lists. This pricing is ceiling based covering the US. In addition, H2I Group will offer volume discounts on per project based on order size, and product scope. See Supporting Document "H2I Price sheets FINAL for Sourcwell RFP – Athletic Turf & Surfaces" under Pricing.
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.	Discount off list pricing varies by manufacturer, product, and volume. The percentage off of list pricing ranges from 10% pricing to 22% on product offerings.
59	Describe any quantity or volume discounts or rebate programs that you offer.	H2I may offer volume discounting based on the SF of the project and is determined on a project by project basis.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Solutions / Open Market items are available to participating entities. These Open Market items will be identified in any contract quote prepared so that the participating entities may determine that the quoted prices for the products are fair and reasonable. We encourage participating entities to use this option as it facilitates complimentary products and streamlines the procurement process. Non-Standard Options will also be listed separately on any contract quote prepared so that the participating entities may determine that the quoted price is fair and reasonable.
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.	Installation and transportation/shipping is priced separately.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to the wide range of products and the geographical locations of delivery, our freight will be quoted on per project basis.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See line 62 for least expensive and available shipping options to these locations.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The delivery methods from H2I Group are structured to ensure on-time-delivery with an emphasis on cost savings. We look closely at the unique circumstances of each of our customers projects and recommend a process that best suits their needs and budget. Modes of transportation range from: <ul style="list-style-type: none"> <li>• Standard shipping via manufacturer preferred carrier</li> <li>• Expedited</li> <li>• Sprinter van</li> <li>• Shipping container</li> </ul>

**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.	We have the ability to offer quantity discounting and bundling with multiple vendors and product mix which will allow us to offer larger discounting based on overall volume.

**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.	Once honored with a Sourcewell award our team will work quickly and cross-functionally to ensure a rich customer experience from all touchpoints. Action steps to include identifying contract product offering into Salesforce as objects, creating lead trails with inclusion across procurement, project management, and billing. Our sales team will pin alerts on specific objects.
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.	We will be notified immediately if any pricing falls out of compliance. Quarterly sales reports will be automated to ensure precise, on time delivery.
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.)	H2I Group will pay a 2% administrative fee to Sourcewell as compensation for facilitating, managing, and promoting the Sourcewell Contract.

**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.	H2I can provide a true turnkey solution for athletic surfacing needs. From conceptual design & layouts, jobsite condition monitoring, expert installation, to post installation service and support. Depending on the space & use H2I has an athletic surface for your needs.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Each of the category of turf and rubber athletic surfaces have unique systems (subcategories) that would be best suited for a space such as:</p> <p>Turf For:</p> <ul style="list-style-type: none"> <li>• Competition Gym</li> <li>• Aux Gyms</li> <li>• Fieldhouse</li> <li>• Training Facility</li> <li>• Recreational Facility</li> </ul> <p>Running Track Surfaces For:</p> <ul style="list-style-type: none"> <li>• Fieldhouses</li> <li>• Competition Gym</li> <li>• Aux Gyms</li> <li>• Fitness / Weight Room</li> <li>• Running Track / Walk Jog Track</li> <li>• Hockey Locker Rooms / Rink Spaces</li> <li>• Recreational Facility</li> <li>• Training Facility</li> </ul> <p>The services that we have available are:</p> <ul style="list-style-type: none"> <li>• Conceptual Design and layout – Both New Construction and Existing Spaces</li> <li>• Game Line, logo, artwork renderings</li> <li>• Demo and Disposal of Existing surfaces (excluding hazardous materials)</li> <li>• Repair of existing surfaces</li> <li>• Post Installation Operation and Maintenance Support</li> <li>• Environmental Condition Monitoring (rH and Temperature)</li> <li>• Handling of Warranty Claims</li> </ul>

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

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

Line Item	Category or Type	Offered *	Comments
71	Indoor and outdoor athletic and recreational artificial turf and running track surfaces and sub-surfaces	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polyurethane synthetic, recycled tiles, rolled virgin rubber, maple hardwood flooring, etc.
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	Including Submittals / Shop Drawings, Logo Renderings, Field Line Layouts, field verification of concrete slab. Environmental conditions monitoring. Stamped Drawings and Foundations.
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	Engineering Services for applicable drawings, installation of athletic turf and surfaces, demo of existing athletic surfaces (excluding hazardous materials), Disposals, Geo Tech Reports, Soil Mediation, drainage mapping.

**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.	The turf manufacturer we partner with produces some of the highest quality synthetic in the industry. Certain characteristics such as the Silverback backing make it one of the most durable in the industry and it meets or exceeds performance when compared to other manufacturers. Their product line has been developed by some of the best turf designers in the world and their products longevity consistently outperforms products offered by other manufacturers.
75	Describe any sustainability design features your product offers.	The turf products we offer from our manufacturing partner are 100% recyclable. In addition, they use 99% of all raw materials and the remaining 1% is recycled along with other materials such as wood pallets, cardboard, raw materials, finished goods, paper, plastics, and more. The manufacturer is a founding member of the Synthetic Turf Council and has a member currently on the STC board and hold the ISO 9001, ISO 14001, and OHSAS 18001 certified.
76	Describe the installation process and how it is managed from product order to completion.	Each project at H2I is assigned a Project Coordinator (PC) and a Project Manager (PM). The product is ordered, tracked, and timed for delivery to meet the install team at the job site. Synthetic turf field construction includes, in chronological order, sub-grading, concrete curb construction and nailer board, soil stabilization (if required), geo-textile fabric, aggregate drain base, synthetic turf, and infill of sand and rubber. This is the most involved and technical of all the turf offerings, other turf projects will vary and involve less steps in the process just described.

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

## 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](#) - 96106 Sourcewell Artificial Turf and Tracks\_Price Book H2I Group\_2022.3.16.pdf - Wednesday March 16, 2022 10:58:36
- [Financial Strength and Stability](#) - Line12\_BankReference\_BondingLetter\_2022.pdf - Wednesday March 16, 2022 10:59:17
- [Marketing Plan/Samples](#) - Line9\_H2I Market Overview 2022.3.16.pdf - Wednesday March 16, 2022 11:17:22
- [WMBE/MBE/SBE or Related Certificates](#) - Prod Certificates\_Distribution Notices 2022.pdf - Wednesday March 16, 2022 11:33:59
- [Warranty Information](#) - Warranty Samples\_2022.pdf - Wednesday March 16, 2022 10:44:53
- [Standard Transaction Document Samples](#) - Transaction Document Samples.pdf - Wednesday March 16, 2022 10:38:19
- [Upload Additional Document](#) - H2I Sell Sheets\_Specs\_Combined.pdf - Wednesday March 16, 2022 11:53:58

## 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. - Nate Thiesfeld, Vice President, H2I Group, Inc.

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

Yes  No

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

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

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