THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "Master Agreement") is entered into by and between The Cooperative Council of Governments, Inc. ("CCOG"), FieldTurf USA, Inc. (the "Winning Supplier"), and Equalis Group ("Equalis Group"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

# 1. RECITALS

- **A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "Lead Public Agency") for Equalis Group ("Equalis Group"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("Equalis Group Member").
- **B.** Equalis Group is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.
- C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "Public Sector Entities" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.
- **D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.
- **E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.
- **F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").
- **G.** CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for sports surfacing & related solutions and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").
- **H.** CCOG and Equalis Group agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

# 2. TERMS & CONDITIONS

- **2.1.** Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.
- **2.2.** Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services pursuant to this Master Agreement ("Customer Agreement"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

# 2.3. Pricing; Products & Services

- a. <u>Not-To-Exceed Pricing</u>. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.
- b. <u>Pricing Adjustments</u>. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG or Equalis Group and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. In instances of an increase in price, Winning Supplier must honor current pricing for thirty (30) days after approval of new pricing and written notification from Equalis Group.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

- c. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- d. <u>Products & Services Additions and Deletions</u>. New products and/or services that are included in the scope of work of the original RFP may be added to the contract. Winning Supplier may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. CCOG or Equalis may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. CCOG or Equalis may reject any additions without cause.

**2.4.** The Term. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the Master Agreement Signature Form (the "Effective Date"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the Master Agreement Signature Form (the "Termination Date") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "Initial Term"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "Renewal Term") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "Extended Term"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "Term."

# 2.5. Formation of Contract

- a. <u>Respondent Contract Documents</u>. CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. <u>Entire Agreement</u>. This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
- c. <u>Modification</u>. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- **d.** Assignment. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis Group may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

# e. <u>Order of Precedence</u>.

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent's proposal and all attachments thereto.

# 2.6. **Confidentiality**.

- a. Obligation. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "Disclosing Party") to which a Party(ies) (the "Receiving Party") may become privy during the Term of this Master Agreement (collectively, the "Information") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.
- **2.7.** <u>Indemnification</u>. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("Indemnified Parties") against all claims, damages, losses and expenses ("Claims") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("Losses").
- 2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis Group, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis Group within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

- **2.9. Termination Rights**. The Parties shall have the termination rights set forth below.
  - a. <u>Insolvency.</u> If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
  - **b.** <u>Mutual Consent</u>. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
  - c. <u>Breach</u>. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.
- **2.10.** Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall terminate upon the Customer Agreement's current date of expiration. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis Group shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.
- **2.11.** Audit of Winning Supplier. CCOG and Equalis Group, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.
- **2.12.** Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis Group and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

- **2.13.** <u>Notices</u>. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("Notice") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.
  - **a.** Addresses for Notices. Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to CCOG:

The Cooperative Council of Governments, Inc. Attn: Board President 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139 Facsimile: 440.337.0002 ii. If to **EQUALIS GROUP**:

Equalis Group, LLC. Attn: Eric Merkle, EVP 5540 Granite Parkway, Suite 200 Plano, Texas 75024

- **2.14.** <u>Waiver</u>. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.
- **2.15. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.
- **2.16.** No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.
- **2.17.** Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.
- 2.18. Nondiscrimination & Intimidation.

- **a.** Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- **b.** Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in <u>Section 4112.01</u> of the Ohio Revised Code, or color.
- **c.** Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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# **REQUEST FOR PROPOSALS:**

**Sports Surfacing & Related Solutions** 

RFP #:

COG-2164

# **ISSUED BY:**

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

# **DATED:**

March 7, 2025

# **SECTION TWO:**

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

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# PROPOSAL FORM CHECKLIST

# The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

# **TECHNICAL PROPOSAL**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

Proposal Form 2: Cost Proposal

# OTHER REQUIRED PROPOSAL FORMS:

$\boxtimes$	Proposal Form 3: Diversity	Vendor Certification Participation
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- **☒** Proposal Form 4: Certifications and Licenses
- Proposal Form 6: Mandatory Disclosures
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- Proposal Form 8: Mandatory Supplier & Proposal Certifications

- **☑** Proposal Form 11: Lobbying Certification
- **☑** Proposal Form 12: Contractor Certification Requirements
- ☑ Proposal Form 13: Boycott Certification
- Proposal Form 14 Federal Funds Certification Form

- Proposal Form 17: New Jersey Requirements
- Proposal Form 18: General Terms and Conditions Acceptance Form
- Proposal Form 19: Equalis Group Administration Agreement Declaration

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# **PROPOSAL FORM 1: TECHNICAL PROPOSAL**

Q	VERVIEW & UALIFICATIONS	
	Company nformation	
1.1.1.	Company Name:	FieldTurf USA, Inc.
1.1.2.	Corporate Street Address:	175 N Industrial Blvd NE, Calhoun, GA 30701
1.1.3.	Website:	www.fieldturf.com / https://smartbuycooperative.com / https://tarkettsports.com / https://www.tarkettsportsindoor.com / https://beynonsports.com /
1.1.4.	Formation. In	FieldTurf USA, Inc.
	what year was the company formed? For how long has your	Year formed: 1996 as FieldTurf International, Inc. Year name changed: 2004 to FieldTurf USA, Inc.
	company been	About Beynon Sports Surfaces (Running Tracks):
	operating under its present business name? If your company has changed its	Over 40 years ago, our founder, John T. Beynon, set out to revolutionize the sport surfacing industry. Since then, we have over 2500 installations worldwide and built an industry leading reputation for unmatched quality, durability, performance and most importantly, service.
	business name, include the most recent prior business name	Beynon surfaces are found in North America and Canada's most prestigious track and field facilities, reputed collegiate campuses, high schools, and city parks.
	and the year of	FieldTurf USA, Inc and Beynon Sports are both owned by Tarkett Group.
	the name change.	THE RIGHT PARTNER FOR YOUR ORGANIZATION
		ONE COMPANY FOR ALL YOUR NEEDS  Tarkett Sports is a division of the Tarkett Group, which has been in operation since 1872. The Tarkett Sports brands include: FieldTurf, Beynon Sports, Renner Sports, Tarkett Sports Construction, Tarkett Sports Indoor, FieldTurf Landscape, and GrassMaster. These iconic brands provide clients with a complete array of sports surfacing options – from artificial turf to high performance running tracks and a full complement of indoor surfacing.
		About Tarkett  With over 140 years of history, Tarkett is a world leader in innovative and sustainable solutions for flooring and sports surfaces, with sales of €3.3 in 2024. The Group employs almost 12,000 people and has 24 R&D centres, 8 recycling centres and 35 production sites. Tarkett designs and manufactures solutions for hospitals, schools, homes, hotels, offices, shops and sports fields, serving customers in more than 100 countries. To build "The Way to Better Floors", the Group is committed to the circular economy and sustainable development, in line with its Tarkett Human-Conscious Design® approach. Tarkett is listed on the Euronext regulated market (compartment B, ISIN code

1.1.5.	Primary Point of	Name:	Sarah Morehead
	<b>Contact</b> . Provide information	Title:	Director of Operations – SmartBuy
	about the	Phone:	503-267-0165
	Respondent representative/co ntact person authorized to answer questions regarding the proposal submitted by your company:	E-Mail Address:	sarah.morehead@fieldturf.com
1.1.6.	Authorized Representative.	Name:	Darren Gill
	Print or type the name of the Respondent	Title:	FieldTurf Executive Vice-President
	representative authorized to address	Phone:	Cell: (514) 862-4094 T: (514) 375-2584
	contractual issues, including the authority to execute a contract on behalf of Respondent, and	E-Mail Address:	DARREN GILL  Phone: (514) 375-2584 Email: dgill@fieldturf.com
	to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).		An insanely curious and decisive executive focused on achieving alignment. leading to execution. A highly adaptable leader that deals with members of our executive team from around the globe. Relentlessly reliable team player who connects the dots and its unbelievably agile. resilient. and committed. A servant leader who believes in integrity, transparceny, trust and accountability. Experienced marketer and innovator who has made an impact in the world of sports as a leading expert in the artificial turf industry.  Experience  FieldTurf (Tarkett Sports) - 2000 - Present  Executive Vice-President (Mar 2022 - Present)  Senior Vice-President of Marketing and Innovation (Sep 2018 - Mar 2022)  Vice-President - Marketing, Innovation, Customer Service (Jul 2014 - Sep 2018)  Vice-President - Global Marketing (Mar 2010 - Jul 2014)  Director of Marketing (2007 - 2010)  Marketing Manager (2004 - 2007)  Marketing Coordinator (2001 - 2004)  Marketing Assistant (Dec 2000 - Jun 2001)
1.2. Fi	nancial Strength &		

# **Legal Considerations**

# 1.2.1. Financial Strength.

Demonstrate your financial strength and

FieldTurf and Beynon Sports are part of the Tarkett Group. Tarkett is a global leader in innovative and sustainable solutions for flooring and sports surfaces. With a wide range of products including vinyl, linoleum, carpet, rubber, wood & laminate, synthetic turf and athletics track, the Group serves customers in more than 100 countries worldwide.

stability with meaningful data.

This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters.

Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response will be redacted from any future use of the RFP response.

### **About Tarkett**

With over 140 years of history, Tarkett is a world leader in innovative and sustainable solutions for flooring and sports surfaces, with sales of €3.3 in 2024. The Group employs almost 12,000 people and has 24 R&D centres, 8 recycling centres and 35 production sites. Tarkett designs and manufactures solutions for hospitals, schools, homes, hotels, offices, shops and sports fields, serving customers in more than 100 countries. To build 'The Way to Better Floors', the Group is committed to the circular economy and sustainable development, in line with its Tarkett Human-Conscious Design® approach. Tarkett is listed on the Euronext regulated market (compartment B, ISIN code FR0004188670, mnemonic code: TKTT). www.tarkett-group.com

FieldTurf has been operating continuously for over 30 years. Our history as the inventor of infilled artificial turf is well documented, but what's important is that we've spent the necessary investment in innovation to stay ahead of the competition.

We are more than capable of handling a project of this magnitude.

Sales in the **Sport** segment rose by +3.7% compared to 2023, including +2.4% organic growth, to reach €1,063 million at the end of 2024, a slower pace after particularly strong growth in the previous two years. Demand for artificial turf fields and athletics tracks in North America remains at a high level, but the market has grown at a more moderate pace.

Adjusted EBITDA for the Sport segment rose to €134 million, or 12.6% of sales, compared to €112 million, or 11.0% of sales, in 2023. This improvement is the result of a positive inflation balance thanks to good selling prices and favorable raw material prices, as well as the impact of the new acquisition in the sports field construction business (scope effect of +€5 million).





### Annual results 2024:

Slight organic decline in sales in a persistently difficult market

Growth in adjusted EBITDA and margin

Strong generation of free cash flow and reduction in debt leverage compared with December 2023

Impairment of assets in the CIS and EMEA Wood segments

### Results for 2024

- Revenue for 2024 was slightly down compared to 2023 (-0.9%, or -0.4% at constant scope and exchange rates), reflecting the continuing slowdown in demand for flooring, particularly in EMEA and the CIS.
- Revenue in Q4 2024 was stable compared with 2023 (+0.1%, or -0.1% at constant exchange rates and scope of consolidation), with lower activity in Sport offset by favorable volumes in EMEA and North America.
- Significant improvement in adjusted EBITDA: €329 million (9.9% of sales), an increase of +€42 million (+1.3 pts) compared to 2023
- Adjusted EBIT: €191 million (+€37 million compared to 2023)
- Net profit (Group share) of -€62.6 million, due to asset impairments of €111 million (non-cash charges), mainly in the CIS and in the Wood segment in EMEA. Excluding the impact of these impairments, net profit for the period would have been €49.0 million, up from +€20.5 million in 2023.
- Free cash flow of €149 million thanks to good operating performance and effective management of working capital requirements.
- Net financial debt of €435 million, down by €117 million compared to 2023, resulting in a financial leverage of 1.3x adjusted EBITDA at the end of December 2024.
- Selective acquisitions in Sport of Benchmark, PCC (end 2024), and Mid-Atlantic (January 2025), US-based companies specialized in the construction of sports fields and athletics tracks.
- In February 2025, Tarkett obtained an A rating from CDP (Carbon Disclosure Project), the highest score, confirming its leadership among flooring and sports surface manufacturers in terms of climate action.

Paris, 20 February 2025: The Supervisory Board of Tarkett (Euronext Paris: FR0004188670 TKTT), which met today, reviewed the Group's consolidated results for the 2024 financial year. The Group uses alternative performance indicators (not defined by IFRS) described in detail in Appendix 1 on page 6 this document:

In millions of euros	2024	2023	% change
Revenue	3 331.9	3 363.1	-0.9%
Of which organic growth	-0.4%	+4.5%	
Adjusted EBITDA	329.3	287.8	+14.4%
% of revenue	9.9%	8.6%	
Adjusted operating profit (EBIT)	190.8	154.1	+23.8%
% of revenue	5.7%	4.6%	
Adjustments to EBIT	(154.6)	(29.0)	
Of which impairment of assets	(111.0)	-	
Operating profit (EBIT)	36.2	125.1	-71.1%
% of revenue	1.1%	3.7%	
Net financial expenses	(62.3)	(69.2)	-
Net profit for the period restated for impairment of assets	49.0	20.5	
Net profit attributable to company shareholders	(62.6)	20.4	
Diluted earnings per share (€)	-0.95	+0.31	-
Free cash flow (1)	149.4	147.1	
Net debt	434.7	551.7	
Leverage (Net debt / Adjusted EBITDA 12 months)	1.3x	1.9x	
Cash and cash equivalents	352.4	224.3	

<sup>(1)</sup> Before disposal of distribution assets in California

# Fourth-quarter revenue by segment

Group **net revenue** amounted to €771.2 million, similar to the fourth quarter of 2023 (+0.1%). On a like-for-like basis, organic sales were slightly down (-0.1%) compared to 2023. Lower sales in Sport during the quarter were offset by higher volumes in EMEA and North America. Over the period, selling prices remained broadly stable.

Revenue in millions of euros	Q4 2024	Q4 2023	Variation	Of which organic variation
EMEA	212.6	197.7	+7.6%	+3.8%
North America	201.9	202.7	-0.4%	+2.2%
CIS. APAC & Latin America	136.9	155.0	-11.7%	-2.6%
Sport	219.8	215.1	+2.2%	-3.9%
TOTAL	771.2	770.5	+0.1%	-0.1%

### 2. Group results in 2024

Group **net sales** amounted to €3,332 million, down slightly by 0.9% compared to 2023 (-0.4% at constant scope and exchange rates).

Selling prices applied in 2024 are stable overall (-0.3%) compared to 2023, with only selective price reductions implemented for certain products. The decline in sales in the three flooring divisions in the first half of the year was offset in the second half by an increase in activity in EMEA and North America. In a market that remains sluggish, commercial segments (healthcare, education, etc.) are holding up better than residential segments.

The CIS, APAC and LATAM segment saw a decline in sales over the year as a whole, especially in Eastern Europe and mainly in Russia, in a context of economic slowdown, high inflation, and particularly high interest rates.

The Sport division continues to grow in 2024, but at a more moderate pace after two years of record growth

The currency effect was unfavorable over the year (-0.5%), mainly due to the depreciation of the rouble and the Brazilian real.

Revenue in millions of euros	2024	2023	Variation	Of which organic variation
EMEA	866.0	850.2	+1.9%	-1.6%
North America	866.9	889.2	-2.5%	-0.5%
CIS. APAC & Latin America	535.8	598.5	-10.5%	-3.2%
Sport	1 063.2	1 025.2	+3.7%	+2.4%
Total Group	3 331.9	3 363.1	-0.9%	-0.4%

Adjusted EBITDA was €329.3 million, or 9.9% of sales, compared to €287.8 million in 2023, or 8.6% of sales.

The combined effect of volumes and product mix on EBITDA was +€4 million.

Selective adjustments to selling prices (-0.3% compared to 2023) led to an effect of -€8 million euros (excluding changes in selling prices in the CIS, adjusted to offset currency effects).

Lower raw materials costs, mainly in the first half, generated a positive full-year effect of +€43 million, but wage inflation remained significant (-€30 million).

The balance of inflation (net of the effect of sales prices and cost inflation, i.e. purchase prices and salaries) was slightly positive (+€5 million) over the year.

EBITDA and margins benefited from the Group's good industrial performance and productivity initiatives, which led to significant reduction in production costs of €27 million over the year.

SG&A savings generated by the cost-cutting plans implemented during the year in the support functions at headquarters and in EMEA offset efforts to support growth in Sport and the launch of new collections in flooring.

Changes in the scope of consolidation in Sport and North America divisions also had a net positive effect of +€4 million. They include the impact of the asset disposals of the distribution subsidiary Diamond W in California (July 2024) and the acquisition of Classic Turf in Connecticut (July 2024).

Tarkett

-

The impact of currencies outside the CIS is neutral compared to 2023. In the CIS, the net effect of prices and currencies ("lag effect") is also neutral: the devaluation of the rouble has been offset by price increases.

The adjusted EBITDA margin is up over the year (9.9% of sales compared with 8.6% in 2023).

Adjusted EBITDA in millions of euros	2024	2023	Margin 2024 (%)	Margin 2023 (%)
EMEA	75.3	61.4	8.7%	7.2%
North America	81.3	71.0	9.4%	8.0%
CIS. APAC & Latin America	67.3	79.1	12.6%	13.2%
Sports	134.3	112.5	12.6%	11.0%
Central	-28.9	-36.2		-
TOTAL	329.3	287.8	9.9%	8.6%

**EBIT** amounted to €36.2 million in 2024, down from €88.9 million in 2023. **Adjustments to EBIT** (detailed in Appendix 1) amounted to €154.6 million in 2024, compared to €29.0 million in 2023. They consist mainly of asset impairments and restructuring costs associated with the implementation of cost-cutting plans and the closure of under-performing businesses.

Asset impairments are non-cash accounting charges and amount to €111 million, mainly in the CIS and EMEA Wood cash-generating units (CGUs). In Russia, the deterioration in market conditions observed in 2024 and the revision of medium-term forecasts, combined with a sharp rise in interest rates, led to a partial impairment of the value of assets held in the country. In EMEA, given the sharp slowdown in the wood market, the assets of this CGU have also been written down.

Net financial expense was -€62.3 million in 2024, compared to -€69.2 million in 2023 as a result of the reduction in net debt.

The tax charge was -€35.9 million in 2024, stable compared to the previous year (-€35.4 million). The net profit (group share) for 2024 was a loss of -€62.6 million. Excluding the impact of asset impairment, net profit for the period would have been a profit of €49.0 million, compared with €20.5 million in 2023.

### Comments by segment

The EMEA segment recorded revenue of €866 million, up +1.9% compared to 2023, including a favorable currency effect of +0.5% and a scope effect of +3.0% related to the integration of activities in Ukraine, previously part of the CIS. Organic sales were -1.6% lower than in 2023.

The difficult macroeconomic environment and high interest rates have put the brakes on newbuild and renovation projects in the eurozone and Northern Europe. Against this backdrop, the flooring market, particularly in the residential sector, is in decline. To support business, selective downward price adjustments have been applied.

Adjusted EBITDA for the segment amounted to €75 million, representing 8.7% of sales, compared to €61 million (7.2% of sales) in 2023. The decline in some selling prices was more than offset by lower raw material purchasing costs than in 2023. In addition, improved industrial productivity and cost-cutting plans more than offset the rise in wages in 2024.

The North America segment posted sales of €867 million, down -2.5% compared to 2023. The currency effect was neutral (-0.1%) and the scope effect negative (-1.9%) with the disposal of our flooring distribution activities in California. Organic sales fell slightly by -0.5% in 2024.

### 3. Balance sheet and cash flow 2024

Working capital stood at €35 million at end-December 2024, compared to €118 million at end-December 2023, an improvement of €83 million over the year. The Group continued its efforts to control inventory levels, which stood at 77 days at end-December 2024, compared with 80 days at end-December 2023.

The Group is continuing its rigorous efforts to plan supplier payment terms effectively. In 2024, working capital requirements improved significantly thanks to the factoring program, which increased by +€30 million to €209 million at the end of December 2024.

Capital expenditure amounted to €96 million in 2024, compared to €92.9 million in 2023.

The Group recorded positive **free cash flow** of €149 million for the year, before disposal of significant assets, marking a slight improvement compared to the €147 million recorded in 2023.

Net debt was €435 million at end-December 2024, compared to €552 million at end-December 2023, a reduction of €117 million. Debt leverage stood at 1.3x adjusted EBITDA at end-December 2024, down sharply by -0.6x.

The Group had good **liquidity** of €784 million at the end of 2024, including the undrawn RCF at the end of December 2024 for €350 million, other confirmed and unconfirmed credit lines for €82 million and cash of €352 million.

### 4. Scope effects

On 26 July 2024, the Group finalized the sale of the assets of its flooring distribution subsidiary in California (Diamond W - annual sales of around €55 million).

On 3 July 2024, the Group completed the acquisition of one of its partners, Classic Turf & Tracks, a sports ground construction company specializing in post-tension concrete technology. This will enable the Group to consolidate its positions in certain states in the north-east of the United States and strengthen its range of tennis courts.

Other selective acquisitions were made in the Sports sector at the end of the second half of 2024 (Benchmark and PCC) and in January 2025 (Mid-Atlantic), specialized in the construction of sports fields and athletics tracks

The Group thus strengthened its position in North America, with these acquisitions adding the equivalent of €150 million in annual sales.

### 5. Outlook for 2025

The geopolitical and macroeconomic context remains uncertain, and interest rate cuts have not led to a recovery in new construction or renovation.

The European market remains sluggish in the major Eurozone countries (France, Germany, the Nordic countries), with no clear positive outlook for the medium term. The US market is underpinned by a more dynamic economy, and commercial activity has been more resilient. However, the residential market has not yet recovered, and the leading indicators show no signs of recovery in the short term.

In the CIS, the Russian market has slowed for some time, and the Group does not expect the situation to improve in the medium term.

Sport remains the most buoyant segment, driven by a market that continues to grow, albeit at a slower pace than in previous years. The Group intends to grow by reinforcing its geographical coverage in North America, and by continuing to innovate and bring complementary products to the existing portfolio. Priority is being given to integrating recently acquired companies, without excluding other targeted acquisitions.

As in 2024, the group aims to continue its development in a difficult macroeconomic environment and is targeting an Adjusted EBITDA of around 360 million euros for 2025, including the impact of acquisitions made in the Sports sector.



February 05, 2025

Re: Fieldturf USA, Inc.

To Whom It May Concern:

Please be advised that Federal Insurance Company, a member of the Chubb Group of Insurance Companies, currently has the privilege of bonding Fieldturf USA, Inc. They are licensed and authorized to do business in all states. They have a Treasury Listing of \$462,516,000 and are rated A++ (Superior) with financial size category XV by A. M. Best.

Federal Insurance Company has extended surety credit to Fieldturf USA, Inc. in an aggregate amount of \$250,000,000 with a single job limit of \$30,000,000. However, these numbers do not represent the largest amount the surety would consider. Fieldturf USA, Inc. is completing all current projects in a satisfactory manner.

It is our understanding that Fieldturf USA, Inc. has or will be submitting a proposal to you. We anticipate no problem in providing, should they be awarded, a 100% Performance and Payment in the full amount of the proposal. As always, the surety reserves the right to perform normal underwriting at the time of any bond request, including without limitation to, prior review and approval of relevant contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request. Our consideration and issuance of bonds is a matter solely between Fieldturf USA, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration. Please contact me should you have any questions regarding this valued customer.

Very truly yours,

Jeffrey M. Wilson

McGriff Insurance Services, LLC

2000 International Park Drive, Suite 600 I Birmingham, AL 35243

McGrff Insurance Services, LLC.

# 1.2.2. Bankruptcy & Insolvency.

Describe any bankruptcy or insolvency for

Not Applicable to FieldTurf or Tarkett Group- No Bankruptcy or Insolvency has occurred.

your organization
(or its
predecessors, if
any) or any
principal of the
firm in the last
three (3) years.

# 1.2.3. Litigation.

Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.

As with any large company engaged in multiple construction markets throughout the United States, FieldTurf USA, Inc. occasionally is a party to legal proceedings from time to time.

Additional information can be provided upon request.

# 1.3. Industry Qualifications

# 1.3.1. Company Identification.

How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?

FieldTurf USA, Inc. is a manufacturer which also sells, installs and services its products. FieldTurf is also a contractor engaged in various scopes of construction related to the installation of its products, sometimes through the involvement of subcontractors.

FieldTurf, Beynon, and Tarkett Sports manufacture their own product and are vertically integrated, which means that they can distribute the product nationwide as needed for each category of response. As provided above, FieldTurf/Beynon/Tarkett Sports has representation in every state and facilities nationwide to accommodate all EQUALIS agencies and members (please see information provided for in-house workforce, sales teams, executive team, project management team). Below is information regarding FieldTurf's equipment and facilities.

FieldTurf manufactures each product it offers.

FieldTurf controls all aspects of the manufacturing value chain. From start to finish, we're in control of your field.

EXPERT INSTALLATION- FieldTurf has some of the most experienced and knowledgeable installation crews in the industry. The success of your field is heavily dependent on the quality of your installation crew.

FieldTurf ensures that our customers receive a turf system that is designed, engineered, and manufactured for their needs.

# FieldTurf performs the following directly:

- Manufacture, supply and installation of turf
- Design and engineering
- Design assist
- On-site supervision
- Maintenance
- Recycling of infill
- Removal/disposal services
- Infilling

- Sewing
- Stitching
- Gluing
- Painting
- Drafting
- Logo Design, manufacture and installation

In addition to these items, FieldTurf is one of the most vertically integrated companies in the industry with sales, manufacturing, project management, marketing and installation / construction resources capable of supporting more than 500 fields per year.

Whether the customer is interested in a football field, soccer field, baseball, softball, lacrosse, multipurpose fields, or landscaping options, FieldTurf can provide the right infill, fiber, underlayment, base construction, and design to custom fit the owner's specific needs.

FieldTurf is vertically integrated for complete control. FieldTurf controls all aspects of the manufacturing value chain. From start to finish, we are in control of your field. FieldTurf has steered a high-growth industry in the proper direction with first-class manufacturing facilities, and a carefully engineered product.

FieldTurf has brought "single source responsibility" and quality to the forefront with its manufacturing plant. FieldTurf is the first company in the synthetic industry to own and operate its own manufacturing plant.

FieldTurf is one the only artificial turf manufacturing operations in North America and Canada to have received three specific ISO certifications: ISO 9001, ISO 14001 and ISO 45001-2018 certified for leadership in quality, environment and safety management systems.

<u>FIBER PRODUCTION:</u> FieldTurf fibers are produced at Tarkett's very own facility in Germany. The quality control process at the facility includes stringent testing of the yarn properties (tensile strength, uniformity, color verification)

<u>TUFTING AND COATING</u>: Once the fiber is produced, it is ready for tufting and coating which takes place at our 500,000 square foot facility in Calhoun, Georgia, which is over 11 years old. The Calhoun facility employs over 40 employees, with hundreds of years of experience combined in the artificial turf industry.

Annual production capacity exceeds the worldwide yearly demand for artificial turf:

- Rigorous quality control and inspection
- In-house fiber manufacturing
- In-house coating line
- In-house tufting operation

From tufting, to coating, to full QC inspections, right on to shipping and installation, the equipment and space available in the Calhoun plant work together to further ensure that FieldTurf is the market leader in quality product. The plant features 10 tufting machines with an annual production capacity of 630,000,000 square feet of turf – enough to supply over 7,800 football fields per year. The new coating line that is at the heart of the Calhoun plant allows FieldTurf to set a new standard for turf quality and durability. It is

an innovative coating process that has been developed by the industry leader to continue to focus on quality control and customer satisfaction.

To ensure FieldTurf's standards are unmatched, a rigorous quality control process (based on extensive testing and inspections) is undertaken with every field that is put into production. First, yarn testing is performed, which includes tensile strength, elongation, tenacity, denier, shrinkage, and twist (turns per inch). The primary backing is inspected and the "pick count" or yarn density in relation to the backing- is verified to ensure the right amount of face yarn per square inch. Each tufting operator verifies the pile weight and pile height of the yarn to make sure that quality requirements are met every step of the way. If the pile weight is off by even the slightest amount, then it does not meet FieldTurf's stringent standards, and the turf is reproduced to exact measurements. Testing continues throughout the entire tufting process until all rolls for a field are complete.

Once the rolls are complete, the fiber rows on the backing of each roll are carefully coated with polyurethane to complete FieldTurf's patented finger-unit backing design for enhanced fiber strength and optimal drainage efficiency. FieldTurf has full-time experienced coating inspectors at their facility in Calhoun, Georgia to ensure that the coasting is applied properly. Once small error and the roll is pulled from the line and reproduced. Once the coating process is complete, every component of the finished carpet undergoes final inspection before it is packaged and loaded onto the trucks for transportation to the job site. Each roll of carpet is numbered and positioned in the exact order that it will be loaded onto the transporters. Once on site, the rolls are unloaded and laid on the field in the specific order that was planned and designed by the head office engineering department. For every 5 rolls that are produced at the plant, a 2 ft by 15ft sample of turf is retained by the FieldTurf Research & Development department in Calhoun. These samples are carefully filed under the name of the corresponding field. This way the project can be verified through completion and beyond while the turf samples are analyzed on a regular basis. The state-ofthe-art plant located in Calhoun is a big reason why FieldTurf is the number one choice of professional teams, high schools, colleges, and facility managers around the world. FieldTurf's ability to ensure the quality of its raw materials and its manufacturing from start to finish is the reason why it enjoys the best record for on-time delivery of its projects.

# **BEYNON Sports Surfacing Manufacturing:**

Beynon controls all aspects of the manufacturing chain, which allows us to create the right product, regardless of the facility and to meet the EQUALIS specifications. Because our founder's name stands behind each track that we make, we take special care throughout the entire installation process. We do this by only using certified Beynon track installers, specialized equipment, and skilled craftsmen, which ensures impeccable results. Every Beynon track is manufactured in our ISO 9001 certified headquarters in Hunt Valley, Maryland, USA.

Beynon chemists create the world's most refined running track surfaces. Quality and attention to detail are the utmost importance. To Beynon Sports, that means overseeing every surface from raw material selection, to manufacturing the system for the specific needs of the coaches and student-athletes, all the way through installation. It also means having our track and field systems tested and certified according to IAAF and DIN standards to ensure

that your athletes receive a superior product. We guarantee the finest raw materials, tireless research and development, and outstanding workmanship go into each system.

# **Tarkett Sports Courts Manufacturing:**

Manufacturing Excellence: ISO 9001 certified for leadership in quality, environment and safety management systems, Tarkett Sports' facilities in Calhoun (FieldTurf and Tarkett Sports Indoor), Chagrin Falls (Tarkett Sports Indoor), and Hunt Valley (Beynon Sports and Renner Sports) represent three of the most advanced manufacturing operations in North America. With international manufacturing facilities in Auchel, Sedan (France), Narni (Italy), Abtsteinach (Germany), Bačka Palanka (Serbia) and Botany (Australia), Tarkett Sports showcases an extended network of production capabilities.

# **1.3.2.** *Manufacturer Authorization.* If

your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.

As described in responses above, FieldTurf, Beynon and Tarkett manufacture their respective sports surfacing products.

FieldTurf USA, Inc. is a manufacturer of synthetic turf.

Beynon Sports Surfacing is a manufacturer of running track urethane and indoor sport court products.

Tarkett Sports is a manufacturer of indoor sport court products.

Since all three brands are owned by one parent company, Tarkett Group, then FieldTurf is certified to provide all the Tarkett Sports products on the Equalis contract.

# 1.3.3. Authorized Distributors, Agents, Dealers, or Resellers.

Describe the different channels in which this contract will be made available to Equalis Group Members.

Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a

FieldTurf USA, Inc. is owned by Tarkett Group, which also owns the companies below. The FieldTurf Equalis contract will be made available through our network of Tarkett Group companies listed below.

# The following FieldTurf Authorized Distributors/Resellers can issue Equalis proposals, accept PO's, contracts, payment on behalf of FieldTurf USA, Inc. for Equalis projects:

- Benchmark Contracting Inc.
- Beynon Sports Surfaces Inc.
- Classic Turf Company LLC
- EasyTurf/FieldTurf Commercial, a division of FieldTurf USA, Inc.
- FieldTurf USA, Inc.
- L.E.R. Inc. (dba as Renner Sports)
- Mid-Atlantic Sports Construction- a division of FieldTurf USA, Inc.
- Precision Construction & Contracting LLC (PCC)
- Tarkett Sports Construction a division of FieldTurf USA, Inc.
- Tarkett Sports Indoor- a division of FieldTurf USA, Inc.

FieldTurf USA, Inc. and the companies listed above are owned by Tarkett Group.

network of distributors, agents, dealers, or resellers.

NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.

<u>List of approved subcontractors who work with FieldTurf and promote FieldTurf products/services/construction but PO's, contract, and payment is to FieldTurf USA, Inc.:</u>

The following companies are not Tarkett Group owned but are industry partners who may promote FieldTurf's Equalis contract.

- Ace Tennis
- American Athletic Court Inc (AACI)
- Beyond the Turf
- Brock Industries
- Cape and Island
- Chenango Contracting, Inc
- Clark Companies
- Crafco
- Deluxe Athletics
- Desso
- ELA Group, Inc
- FieldTurf Northwest
- Halecon
- Hinding Tennis
- Kerr Athletics
- King Sports
- Maser Consulting
- MidWest FieldTurf
- Mountain West
- NIDY
- OHNO Construction Co.
- RS Global
- Shaker Flats
- Sportsfield Specialties
- The Landtek Group
- Vasco

# **1.3.4.** Network Relationship. If your company is

your company is best described as a manufacturer or service provider, please describe how your dealer, distributor, or contractor network operates to sell and deliver the Products & FieldTurf is best described as a manufacturer and has the following dealer network that is internally owned by Tarkett Group.

Each of the companies below have sales teams throughout the United States and are educated on how to incorporate Equalis into their sales presentations to municipalities. Additionally, SmartBuy, the cooperative purchasing division for FieldTurf and the Tarkett Sports, works with the sales teams of each company listed below to teach them how to use the Equalis contract, check for proposal compliance, and promote use of the Equalis contract. SmartBuy has training sessions with each company below and works closely with them to sell and deliver the products and services proposed in this contract.

FieldTurf USA, Inc. is owned by Tarkett Group.

Services proposed in your proposal. If applicable, is your network independent or company owned? The following FieldTurf Authorized Distributors/Resellers can issue Equalis proposals, accept PO's, contracts, payment on behalf of FieldTurf USA, Inc. for Equalis projects:

- Benchmark Contracting Inc.
- Beynon Sports Surfaces Inc.
- Classic Turf Company LLC
- EasyTurf/FieldTurf Commercial, a division of FieldTurf USA, Inc.
- FieldTurf USA, Inc.
- L.E.R. Inc. (dba as Renner Sports)
- Mid-Atlantic Sports Construction- a division of FieldTurf USA, Inc.
- Precision Construction & Contracting LLC (PCC)
- Tarkett Sports Construction a division of FieldTurf USA, Inc.
- Tarkett Sports Indoor- a division of FieldTurf USA, Inc.

# FieldTurf USA, Inc. and the companies listed above are owned by Tarkett Group=company owned.

# **1.3.5.** *Industry*

**Experience.** How long has your company provided the products and services outlined in your proposal? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products

and services?

- FieldTurf has the most innovative product offering.
- Independent testing has proven that FieldTurf is the safest turf system when compared to natural grass.
- FieldTurf is one of the most vertically integrated companies in the world.
- When it comes to playability and performance, FieldTurf is the clear market leader.
- No other long pile, artificial turf system has lasted longer than FieldTurf.
- For peace of mind, FieldTurf provides clients with the best insured warranty in the business.
- FieldTurf is the clear choice of the pros.
- FieldTurf offers First Class Customer Service.
- Fieldturf is the clear choice of the NFL, NCAA and MLS. Over 10,000 fields worldwide, more than any other turf company in the industry.
- When combining all these benefits it's clear that FieldTurf is simply...the best investment.

# FieldTurf & Beynon Company Background

Headquartered in Montreal, Quebec, Canada - FieldTurf USA, Inc. comes from humble beginnings. Its debut in the sport surfacing industry was in 1988 with the introduction of a synthetic grass system for tennis courts and a synthetic grass surface used to minimize wear and tear around golf practice tees. The company then began developing synthetic turf surfaces for other sports installations including soccer, lacrosse, football and baseball. FieldTurf focused on perfecting a sports field system with a sand and rubber infill, which provided superior athlete safety, high performance and extreme durability. The infilled artificial turf industry was born when, in 1994, FieldTurf USA, Inc. installed its first full size indoor soccer field.

# **About Beynon:**

Over 40 years ago, our founder, John T. Beynon, set out to revolutionize the sport surfacing industry. Since then, we have over 2500 installations worldwide and built an industry leading reputation for unmatched quality, durability, performance and most importantly, service.

Beynon surfaces are found in North America and Canada's most prestigious track and field facilities, reputed collegiate campuses, high schools, and city parks.

Not only do we strive to make you fast, but we help keep you safe. Our specialized, high performance synthetic athletic surfaces are designed for speed, competition, and most importantly, daily training. Should it be one of our thousands of outdoor tracks, indoor fieldhouses or multipurpose gymnasiums, you will feel the difference a Beynon surface makes.

In the spring of 2008, Beynon Sports joined the Tarkett Sports family, which combined the most recognized and prestigious name in the artificial turf market in FieldTurf with Beynon

Sports' track and field, fieldhouse and gymnasium surfacing systems and a dedication to innovation, customer service, and excellence.

# **Tarkett Sports:**

Tarkett Sports covers all types of sports surfaces. It boasts a dominant position on its market, a full product line and key expertise at every level of sports. Tarkett Sports is a sports subsidiary of the Tarkett Group. Both FieldTurf and Beynon are part of the Tarkett Sports Division.

Years in Business: Tarkett Sports: 10 years

Years in Business: FieldTurf: 30 Years Years in Business: Beynon: 40 Years

Tarkett Sports generated the following sales which is 95% comprised of the products and services offered in this bid: FieldTurf synthetic turf surfaces, Beynon Running Track Surfaces, Tarkett Sports Indoor court surfaces, outdoor court surfaces, professional design and engineering services/design build, and the related site work associated with turn-key construction of sports facilities.

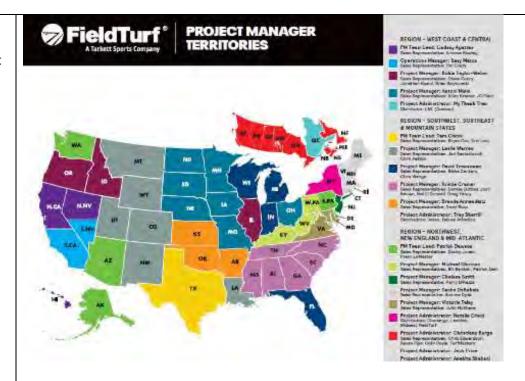
	Tarkett Sports Total Sales			to Municipalities
2024	\$	1,104,558,000.00	\$	938,874,300.00
2023	\$	1,132,846,000.00	\$	962,919,100.00
2022	\$	928,155,320.00	\$	788,932,022.00

# 1.3.6. Geographic Reach. Describe your company's current service area in the United States and

FieldTurf, Beynon, and Tarkett Sports currently cover the entire Unites States.

which areas you

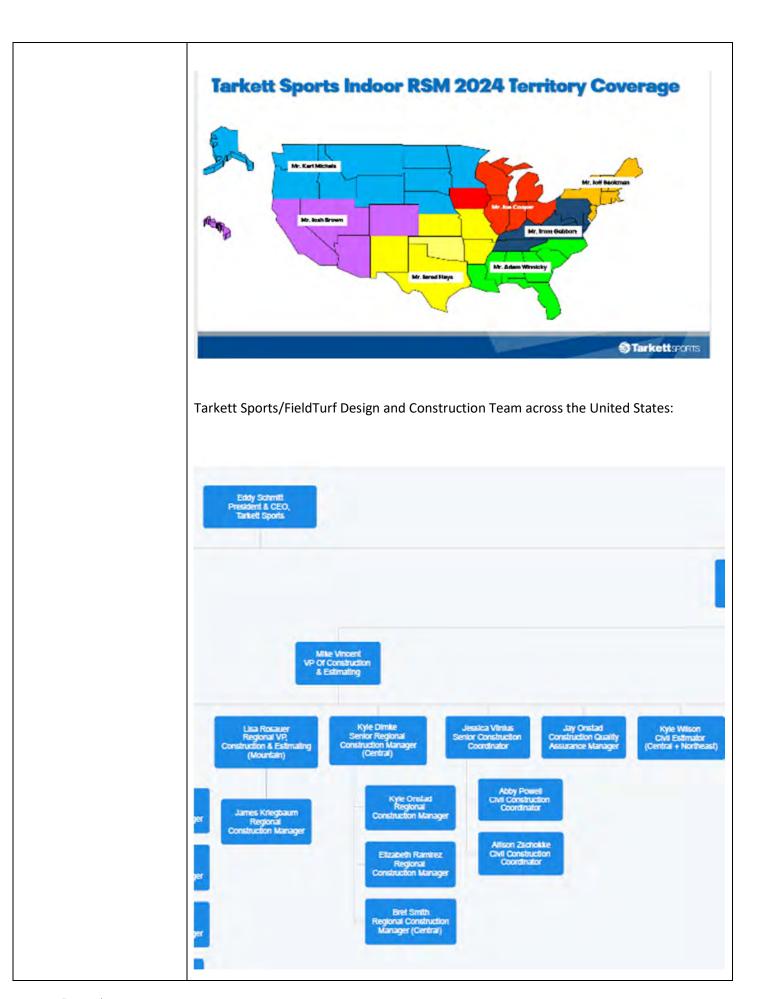
intend to offer services under a resulting contract if awarded.

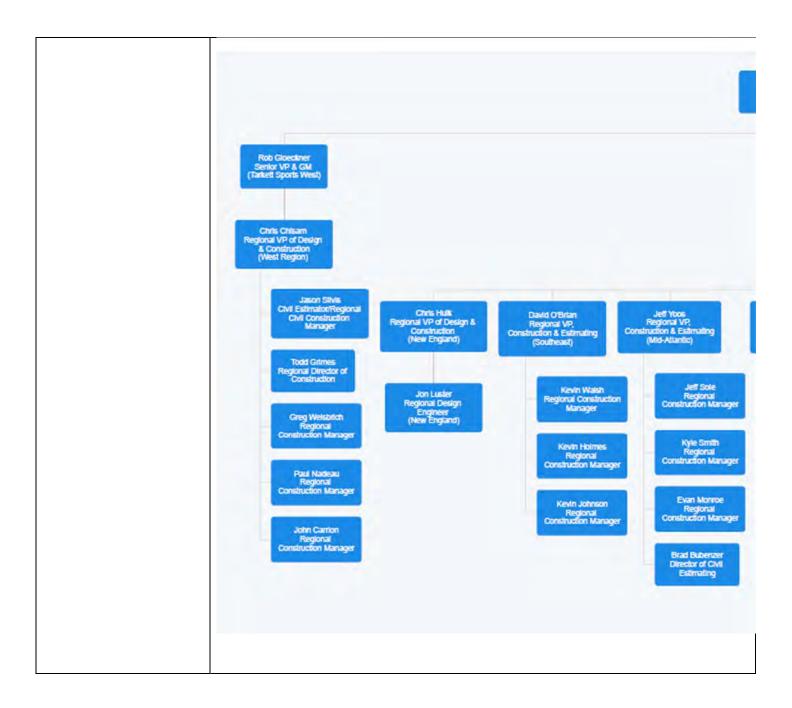


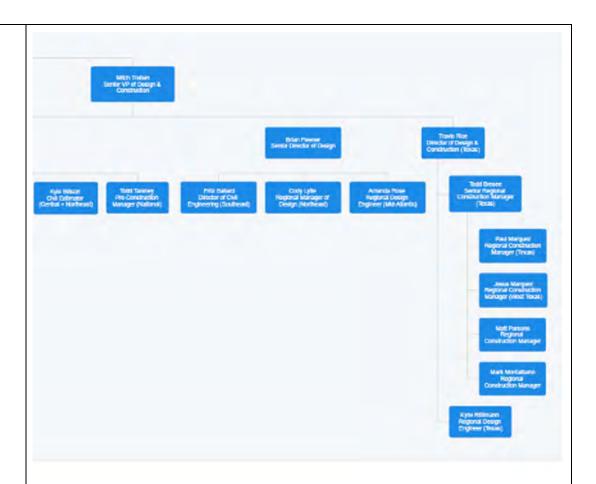
Providing a high-quality product and outstanding customer service has been a part of FieldTurf's successful business model since day One. Our customers are our number one priority, which is why we have taken the time to assemble an experienced and dedicated customer service department. We proactively follow up with each and every one of our customers to ensure complete and continuous satisfaction.

There are not any geographic regions of the US that FieldTurf cannot provide a certified technician to perform warranty work. Please see our Customer Service Representative Region map below to see that the entire US is covered









# **Beynon Sports Sales Teams for Running Tracks:**

- Everett Bratsch ND, SD, NE, MN, IA
- Dennis Regan-KS, MO, OK, AR
- Doug Wilson- TX, LA
- Seth Sheridan-MS, KY, TN, AL
- Kenny Smith-NC, SC, GA, FL
- Bill Teten-IL, MI, IN, OH, IL
- Tom Mitchell-NY, NJ
- Bryan Mitterling-PA, WV
- Mark Scrivano/Beynon VA, Wash DC, MD, DE
- Andrew Dyjak ME, VT, NH, MA, RI, CT
- Renner Sports CO, UT, MT, WY
- Reed McNeil & James Traynor- OR, WA, ID,
- Mason Farnsworth- CA





# 2025 BSS East Sale, PM, Contracts Contact Information

Region	Name	Sales Cell	Sales Email	PM	PM Cell	@BeynonSports.com
1	Main Office	410-771-9473	Jreinke@BeynonSports.com	Justin Reinke	443-401-2528	Jreinke@beynonsports.com
2	Bill Teten Bill Moffitt	402-250-1826 614-784-5152	Bteten@BeynonSports.com Bmoffitt@beynonsports.com	Brooks Michel	443-761-2862	Bmichel@beynonsports.com
3	Bryan Mitterling	610-608-4998	Bmitterling@BeynonSports.com	Ivan Carrico	443-761-8156	Icarrico@beynonsports.com
4	Tom Mitchell	443-610-4661	Tmitchell@BeynonSports.com	Justin Reinke	443-401-2528	Jreinke@beynonsports.com
5	Kenny Smith	336-848-9112	Ksmith@BeynonSports.com	Ivan Carrico	443-761-8156	Icarrico@beynonsports.com
6	Seth Sheridan	615-892-0382	Ssheridan@BeynonSports.com	Kyle Cross	443-800-2167	Kcross@beynonsports.com
7	Serge Silva	315-436-8892	Ssilva@BeynonSports.com	Bryan DiVenanzio	443-834-9586	Bdivenanzio@BeynonSports.com
	Everett Bratsch	612-900-5130	Ebratsch@BeynonSports.com	Luke Gerbes	443-987-5868	Lgerbes@BeynonSports.com
9	Dennis Regan	316-641-5970	Dregan@BeynonSports.com	Bryan DiVenanzio (Jeff Taylor)	443-834-9586 410-960-1226	Bdivenanzio@BeynonSports.com Itaylor@beynonsports.com
10	Doug Wilson	512-639-3466	Doug.Wilson@TarkettSports.com	Connor Smith	443-761-0773	Jreinke@beynonsports.com

Region	Contract Administrator	Cell Phone	Email Address
1, 2, 3, 4	Katy Frederique	443-761-8156	Kfrederique@BeynonSports.com
5, 6, 7	Mardel Miller-Kowalewski	443-933-1508	Mmiller-kowalewski@BeynonSports.com
8, 9, 10	Lisa August	443-690-8144	Laugust@BeynonSports.com



# 2025 BSS East Responsibility Pipeline

Region	Salesperson	PM	Contract Administrator
1	Main Office	Justin Reinke	Katy Frederique
2	Bill Teten Bill Morfitt	Brooks Michel	Katy Frederique
3	Bryan Mitterling	Ivan Carrico	Katy Frederique
4	Tom Mitchell	Justin Reinke	Katy Frederique
5	Kenny Smith	Ivan Carrico	Mardel Miller-Kowalewski
6	Seth Sheridan	Kyle Cross	Mardel Miller-Kowalewski
7	Serge Silva	Bryan Divenanzio	Mardel Miller-Kowalewski
8	Everett Bratsch	Luke Gerbes	Lise August
	Dennis Regan	Bryan DiVenanzio (Jeff Taylor)	Lisa August
10	Doug Wilson	Connor Smith	Lisa August

### **Outdoor Courts Sales Team:**

- PCC- via Tarkett Sports Construction AL, AR, IL, IN, IA, KS, KY, LA, MI, MN, MO, NE, NC, ND, OK, OH, SC, SD, TN, TX, WI
- Classic Turf: CT, NJ, NH, VT, NY, DE
- Beynon Sports: Cody Taylor- WA, OR, ID
- Zaino Sports/Beynon Sports: CA, NV, AZ
- L.E.R. Inc. (dba as Renner Sports): MT, CO, UT, WY
- AACI NJ, FL
- Crafco- NY
- Mid-Atlantic Construction: WV, VA, PA,
- Deluxe Athletics: Daniel Griffin: GA

# 1.3.7. Socioeconomically Disadvantaged **Business** Engagement.

Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.

$\boxtimes$	Yes
	Nο

FieldTurf, Beynon and Tarkett Sports work with several MWBE companies as subcontractors. As part of the FieldTurf GSA contract, we keep a file of any subcontractor MWBE status via a size self-certification form where each company completes information regarding their MWBE status including: employee number, location, and NAICS code. For example, Kings Sports Construction, Based in MD is women owned and one of FieldTurf's premier base construction partners. See detailed response to next question where additional examples of MWBE companies that FieldTurf partners with are provided.

### Women Owned

KING SPORTS CONSTRUCTION - Mid Atlantic Region/Maryland 15 employees

Sport Tech Construction Field Turf- Pacific NW



CAROLINA GREEN CORPORATION- NC (48 employees) by the Virginia Department of Minority Business Enterprise

GREENSGROOMER WORLDWIDE LLC - Indiana, 7 employees

TERRA DYNAMICS INC- Washington, base construction, 44 employees

SPORTS CONSULTING GROUP LLC

EAGLE TRANSPORTATION SERVICES, INC. Georgia (6 employees) Certified Women Owned Small Business.

Transportation Services. 6 employees

Minnesota Sodding Company, MN, 21 employees SOD

TREASURE STATE ELECTRICAL CONTRACTING INC. Montana 10 employees.

Terradon Corporation, WV, 84 employees, Engineering Firm

Allied Engineered Products, Dalton GA, 19 employees

P.W. Gillibrand, California, 135 employees, Rock/Quarry

Bedrock Transportation, LLC (Certified by SBA as Small Disadvantaged Business & HUB Zone small Business and Women owned)

Beyond the Turf, Inc. Washington, 75 employees turf installation and maintenance.

### SBD (DBE, MBE)

American Tennis Courts Corp (ATC) Certified MBE, PA

Best Fence, LLC - Maryland. Minority Business Enterprise 13 employees

American Lawn and Tree Specialists

Groshell Logistics inc-

HARVEY HARRIS CONTRACTING, INC.-

OMA Construction - Washington, 120 employees Certified by SBA as a Small Disadvantaged employee

Ohno Construction Company, Minority Owned (Asian), Seattle Washington.

# Veteran-Owned SB

TD SPORTS GROUP LLC

Lodging Source, LLC South Carolina, 14 employees

Green Power Chemical, LLC - Veteran Owned Small Business, NJ, 10 employees

Winema Electric, Inc. Oregon, 22 employees Service Disabled Veteran Owned Small Business

TS Turf, California, 6 employees (turf installation)

# 1.3.8. Certifications and

*Licenses.* Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

**NOTE**: Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.

FieldTurf's licensures are maintained and current.

FIELDTURF USA, Inc.								
STATE	License Number	License Class						
Alabama	51948	General Contractor						
Alabama	S-40652	Sub-Contractor						
Alaska	CONE33631	General Contractor						
Arizona	314411	Dual KA						
Arkansas	172490623	General Contractor						
California	1000004625	DIR license						
(Public Works License-DIR)								
California	849044	Contractor Registration						
Delaware	2008203565	331-Contractor-Resident						
Florida	CGC1507328	General Contractor						
Georgia	GCCO005138	General Contractor Company						
Idaho	PWC-C-16674-AAA-4	20790, 02740, 02310						
(PWC)								
Idaho	RCE-38454							
(Burreau of Occupational								
Licenses - non-public bids)								
Illinois Department of	IDHR # 120963-00	n/a						
Human								
Rights								
Indiana	20230616	General Contractor						
Iowa	C106260	Registered Contractor						
Louisiana	CL.0045097	artificial turf, specialty, recreation &						
		sporting facilities & golf courses						
Minnesota	IR714564	Contractor Registration						
Mississipi	16435-SC	Asphalt, Excavating, Grading &						
		Drainage						
Montana	156033	Construction Contractor						
Nebraska	44678-22	Contractor Registration						
Nevada	68611	C10 Limited to synthetic turf only						
*New Jersey	631021	Public Works Contractor						
*New Jersey		School Development Authority Prequal						
New Mexico	363013	GF05 and GB98 (General Builder);						
New Mexico	2471720120608	Department of Public Works						
		(Workforce Solutions)						
North Carolina	66648	General Contracting						
North Dakota	49661	Class A Contractor						
Oregon	181583	GC - Commercial & Residential						
Rhode Island	40614	Class C Commercial						
South Carolina	G116980	BD5 GD5 H15 BT5 MS5 RR5 WL5						
Tennessee	57455	S-Athletic & S-Running						
Utah	7330453-5501	E100, S310, S500						
Virginia	2705106035	Class A Highway & Rec Facility						
Washington	CC01 FIELDU1955JH	Construction Contractor						
West Virginia	WV043760	General Building						
Wyoming	3564	General						
*depends on county/city								
Wyoming	3074	Excavation & Grading						
*depends on county/city								
Wyoming	3075	Miscellaenous						
*depends on county/city								

# 1.4. Public Sector Experience

# 1.4.1. Public Sector Cooperative Contracts.

Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar years. Please exclude information and data associated with federal agencies or GSA contracts.

Contract Name	Contract #	Contract Expiration	2024	2023	2022	
1GPA	25-06PV-02	10/12/25	¢2.040.220	¢416 394	¢025.769	
1GPA	23-01DP-01	8/15/27	\$2,049,328	\$416,384	\$935,768	
AEPA	AEPA IFB #024-A	2/28/28	\$97,120,734	\$105,411,872	\$59,109,3589	
Bergen County, NJ	BC-C-24-004	12/3/25	\$0	\$0	\$0	
BuyBoard	#737-24	5/31/27	\$14,727,196	\$9,227,428	\$3,544,345	
Choice Partners	23/040MR-01	8/15/27	\$52,150	\$328,342	\$8,478,176	
CMAS-GSA	4-06-78-0031A	11/30/26	Excluded	Excluded	Excluded	
CMAS-AEPA	4-24-03-1000	2/28/28	\$19,269,510	\$41,496,517	\$12,386,087	
Co Stars	014-E23-307	2/16/26	\$1,960,479	\$3,016,022	\$2,722,612	
E & I	CNR01447	8/31/27	\$9,780,836	\$8,192,346	\$9,614,500	
ESCNJ – Turf	22/23-37	3/21/26	\$16,042,487	\$11,879,644	\$19,859,527	
ESCNJ-Track/Court	22/23-47	6/1/25	\$22,101,008	\$14,957,806	\$19,859,527	
Equalis Group	#2020.052	8/31/25	\$42,592,185	\$9,361,510	\$5,444,504	
GSA	GS-07F-9631S	8/2026	Excluded	Excluded	Excluded	
Kinetic GPO	RFSO 23-14	2/28/29	\$3,774,007	\$5,843,083	\$2,257,129	
KPN	KPN #202401-01	2/28/2028	\$102,406,984	\$135,902,064	\$73,548,678	
NCPA	#08-30	12/31/25	\$4,263,732	\$908,517	\$3,982,570	
Omnia Partners (NIPA/TCPN)	R220503	3/31/27	\$14,245,976	\$4,190,453	\$5,084,428	
UTAH DAS-OMNIA	# PA4631	3/31/27	\$15,429,942	\$5,278,648	\$9,453,732	
Sourcewell	#031622-FTU	5/26/26	¢0.453.733	ĆE 270 C40	\$9,453,732	
Sourcewell - Indoor	#031022-FTU	5/26/26	\$9,453,732	\$5,278,648		
TIPS	#23020101 & 23020102	4/30/25	\$361,565	\$6,018,080	\$1,716,588	

# 1.4.2. Education

Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?

- i) See chart below for total sales dollar amount in past 3 years to Educational Institutions.
- ii) 85% of FieldTurf sales are to local governments and educational institutions. 45% to Educational Institutions such as K-12 School Districts, Colleges, and Universities. 40% to cities, counties, and park and recreation entities.

	Tark	cett Sports Total Sales	85%	6 to Municipalities	45%	6 K-12/Higher Ed
2024	\$	1,104,558,000.00	\$	938,874,300.00	\$	422,493,435.00
2023	\$	1,132,846,000.00	\$	962,919,100.00	\$	433,313,595.00
2022	\$	928,155,320.00	\$	788,932,022.00	\$	355,019,409.90

# Key Elements to achieve sales projection:

SmartBuy is the dedicated Cooperative Purchasing Division of FieldTurf/Beynon. With over 25 years of combined experience and over \$1 billion revenue in cooperative purchasing, the SmartBuy/FieldTurf/Beynon teams have enabled hundreds of municipalities including public schools, colleges, universities, cities, park/recreation departments, and counties to purchase their desired FieldTurf sports field, Beynon running track, or Beynon court. The following steps will be used to market the Equalis contract and to meet the projected sales volume:

- Corporate Top Down Instruction to incorporate Equalis into sales presentations.
- Continued Education for the nationwide Beynon and FieldTurf sales teams and regional Vice President Team

- SmartBuy-Dedicated Team to Market and Manage Equalis Contract
- Promoting Equalis Contract to Municipalities
- Print Advertising and direct mailing
- Trade Show attendance
- Electronic, Web, and Social Media site advertising

# 1.4.3. Government

Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?

FieldTurf, Beynon, and Tarkett Sports all actively currently work with local government agencies such as municipalities, cities, counties, and park and recreation agencies.

	Tarkett Sports Total Sales		85%	ó to Municipalities	40% to Cities, Counties, Park and Rec, State Agencies		
2024	\$	1,104,558,000.00	\$	938,874,300.00	\$	375,549,720.00	
2023	\$	1,132,846,000.00	\$	962,919,100.00	\$	385,167,640.00	
2022	\$	928,155,320.00	\$	788,932,022.00	\$	315,572,808.80	

# 1.4.4. Customer References.

Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years.

Each reference should include:

a. Customer contact person and their title, telephone number, and

# 1. Belpre City Schools - Belpre HS track (Ohio)

a.) Jeffrey Greenley, Superintendent 740-423-9511 bc\_jgreenley@belpre.k12.oh.us

b.) Remove existing/Install Beynon BSS 1000 w/all track lane lines and event markings

c.) March 2022-December 2023

d.) Contract Value: \$1,036,709.00

# 2. Huber Heights City School District - Wayne HS Track (Ohio)

a.) Pamela Moore

937-237-6388 Pamela.Moore@myhhcs.org

b.) Removal of existing/install Beynon BSS 1000 + site work

c.) June 2023-June 2024

281-850-2748

d.) Contract Value: \$1,096,594.00

### 3. Humble Independent School District - Four high schools (Texas)

a.) Troy Kite

troy.kite@humble.k12.tx.us

b.) Installing turf systems + site work at 4 schools (Summer Creek HS, Atascocita HS, Kingswood HS & Kingswood Park HS), 2 fields per school: DoublePlay Natural w/softball markings, logos & DoublePlay Natural w/baseball markings, logos.

c.) November 2022-December 2023

d.) Contract Value: \$3,298,479.00

# 4. City of Midland Reyes - Mashburn-Nelms Park Baseball complex (Texas)

a.) Laurie Williams Asst. Community Services Director 432-685-7370 <u>lwilliams@midlandtexas.gov</u>

email address;

- b. A brief description of the products and services provided by your company;
- c. Customer relationship starting and ending dates; and,
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

- b.) FieldTurf DoublePlay Natural w/baseball markings on 6 fields w/site development
- c.) February 2024-June 2024
- d.) Contract Value: \$12,547,422.00

# 5. Leander Independent School District - Cedar Park & Vista Ridge HS (Texas)

a.) Clint Walker Maintenance Project Manager 512-570-0649 <u>clint.walker@leanderisd.org</u>

- b.) FieldTurf ClassicHD 2.25" w/ CoolPlay, end zone letters, football & soccer markings, site work at both high schools
- c.) May 2023-June 2023
- d.) Contract Value: \$1,085,283.69

# 2. CAPABILITIES

# 2.1. PRODUCTS & SERVICES

# 2.1.1. Product Offering & Description(s).

Provide a detailed description of the products you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to performance characteristics differentiators,

About FieldTurf USA, Inc.: When it comes to artificial turf sports fields, FieldTurf is the most trusted brand in the industry. Whether its football, soccer, baseball or any other sport, FieldTurf fields provide athletes with the safety and performance they need to perform at their best, while giving field owners the durability they want to maximize the value of their investment. FieldTurf was developed and engineered for athletes, by athletes. Before we came along, artificial turf was something to be avoided. The very phrase conjured up images of carpet and concrete, non-contact injuries, and careers ended prematurely. Natural grass was considered the only solution — even though it required constant maintenance and care. This was the environment in which we asked ourselves one question: "Can we make synthetic turf that is equal to or better than the best natural grass?" In seeking the answer to this question, we worked closely with athletes, former players, coaches, trainers, and doctors. Development included years of trials, tests, samples, equipment innovations and advanced formulas — all with the goal of developing an artificial turf system that combined the performance properties of natural grass with the benefits of a synthetic solution. It worked.

The first company in the synthetic turf industry to own and operate its own manufacturing plant. One of the only artificial turf manufacturing operations in North

manufacturing capabilities & advantages, innovation and technology, regulatory & safety standards, or any other piece of information that would help understand the breadth and depth of the proposed product offering.

IMPORTANT. This description along with the products and services included in the

#### Attachment B - Cost

<u>Proposal</u> will be utilized to define the overall products and services available under a resulting contract.

America and Canada to have received three specific ISO certifications 450,000+ square-foot facility in Calhoun, Georgia· World Headquarters in Montreal, Quebec, Canada· Over 40 employees at the plant with a combined 300+ years of experience in the artificial turf industry. Annual production capacity that exceeds the worldwide yearly demand for artificial turf; rigorous quality control and inspection; in-house fiber manufacturing; in-house coating line; and in-house tufting operation. With a fully dedicated cooperative purchasing team.

FieldTurf also reached triple ISO Certification (Environmental 14001, Occupational Health and Safety 18001, and Quality 9001) in 2010 which is the only turf company in North America with this distinction. FieldTurf performs the following directly:

- Manufacture, supply and installation of turf
- Design and engineering
- Design assist
- On-site supervision
- Maintenance
- Recycling of infill
- Removal/disposal services
- Infilling
- Sewing
- Stitching
- Gluing
- Painting
- Drafting
- Logo Design, manufacture and installation

In addition to these items, FieldTurf is one of the most vertically integrated companies in the industry with sales, manufacturing, project management, marketing and installation/ construction resources capable of supporting more than 500 fields per year. As FieldTurf's development and innovation teams are committed to creating the world's leading turf product, our sales force is committed to delivering the best surfacing solution for our clients. Whether its football, soccer, baseball or any other sport, FieldTurf fields provide athletes with the safety and performance they need to perform at their best, while giving field owners the durability they want to maximize the value of their investment. FieldTurf is a world leader in artificial turf with over 20,000 installations worldwide.

**About Beynon:** Over 40 years ago, our founder, John T. Beynon, set out to revolutionize the sport surfacing industry. Since then, we have over 2500 installations worldwide and built an industry leading reputation for unmatched quality, durability, performance and most importantly, service. Beynon surfaces are found in North America and Canada's most prestigious track and field facilities, reputed collegiate campuses, high schools, and city parks. Not only do we strive to make you fast, but we help keep you safe. Our specialized, high performance synthetic athletic surfaces are designed for speed, competition, and most importantly, daily training. Should it be one of our thousands of outdoor tracks, indoor fieldhouses or multipurpose gymnasiums, you will feel the difference a Beynon surface makes.

In the spring of 2008, Beynon Sports joined the Tarkett Sports family, which combined the most recognized and prestigious name in the artificial turf market in FieldTurf with

Beynon Sports track and field, fieldhouse and gymnasium surfacing systems and a dedication to innovation, customer service, and excellence.

Tarkett Sports: Tarkett Sports is a world leader in athletic surfacing and is a division of Tarkett Group, which was established in 1886. Tarkett Sports covers all types of sports surfaces. It boasts a dominant position on its market, a full product line and key expertise at every level of sports. Tarkett Sports is a sports subsidiary of the Tarkett Group. Both FieldTurf and Beynon are part of the Tarkett Sports Division. The Tarkett Sports approach to indoor sports flooring is to be a knowledge resource for all sports facility stakeholders and provide the right flooring solutions for the needs and values of our customers. To accomplish this, we offer a wide range of gym flooring options, suitable for many different activities and level of competition. In addition, we strive to offer expertise and knowledge that will help make each project a success. Tarkett Sports also provides comprehensive environmental data for each of its gym flooring options, allowing each customer the opportunity to make informed decisions according to their values.

FieldTurf, Beynon, Tarkett manufacture our own products in house all under one company name of Tarkett Sports. FieldTurf is the selected division to respond to cooperative purchasing contracts on behalf of our parent company Tarkett Sports.

#### **FieldTurf Manufactured Products Provided:**

#### **FieldTurf Synthetic Turf Systems**

FieldTurf CORE 2.5"/2.25"/2.0"

FieldTurf Revolution 360 2.5"/2.25"/2.0"

FieldTurf Classic HD 2.5"/2.25"/2.0"

FieldTurf XM7 2.5"/2.25"/2.0"

Fieldturf XT 2.5"/2.25"/2.0"

FieldTurf Vertex Prime 2.5"/2.25"/2.0"

FieldTurf Vertex Prime CORE 2.5"/2.25"/2"

FieldTurf Vertex 2.5"/2.25"/2.0"

FieldTurf Hockey Gold

FieldTurf EasyField – Removable Tray System

FieldTurf DoublePlay Speed Baseball Infield/Outfield

Fieldturf Double Play Natural Baseball Infield/Outfield

FieldTurf TripleThreat Speed Softball Infield/Outfield

FieldTurf TripleThreat Natural Softball Infield/Outfield

FieldTurf Recover – Replacement Overlay

FieldTurf Removable Batter/Umpire Area Baseball System

FieldTurf Pitching Mound and Home Plate System

FieldTurf Change Pitching Mound or Easy Change Home Plate

CCS CoolTop court System

#### **Turf Inlaid Markings and Ancillary Items**

FieldTurf Inlaid Football Numbers/Arrows

FieldTurf Inlaid Hash marks

FieldTurf Inlaid Soccer Markings

FieldTurf Logo

FieldTurf – Endzone Letters

FieldTurf - Field Hockey Lines

FieldTurf - Lacrosse Lines

FieldTurf - Baseball Lines

FieldTurf – Flag Football Lines

FieldTurf - Softball Lines

FieldTurf – Football Restraining Lines

FieldTurf - Lacrosse Tick Marks

#### **Testing/Field Monitoring/Misc Services:**

FieldTurf – GMAX

FieldTurf Preshipment Testing

FieldTurf Genius

Turf removal/disposal

Supply and Installation of Natural Grass

#### **FieldTurf Underlayment Options**

Beynon E-Layer

**PDS Drain Tiles** 

Proplay – Proplay

PowerBase Pro

ThermaGreen 23mm

ThermaGreen V

**Brock Powerbase** 

Brock SP 14

Beynon Shock Base 19mm-26mm

Versatile

#### **FieldTurf Alternate Turf Infill Options:**

FieldTurf CoolPlay

**EPDM** 

EASY Fill - Coated Sand

EnviroFill

**ECO-GRIND** 

**ECO-GREEN** 

ECO-MAX

PUREFILL - Cork

PURESELECT - Olive Pits

**PURE GEO- Coconut** 

TrueBlend

CoolCob Infill

PureCob (Corn Cob) Infill

#### **FieldTurf Turf Grooming and Maintenance Options**

FieldTurf GroomRight

FieldTurf SweepRight

FieldTurf SweepRight Pro

FieldTurf Groomright Wings

FieldTurf Tow Behind Magnet

FieldTurf Static Brush

FieldTurf Sweep

FieldCare Maintenance Packages: 1, 5, 8

PureCare Maintenance Packages 1, 5, 8

SaniSport

FieldTurf Cleanse Complete

#### Synthetic Turf for Playground, Pet, Commercial, Landscaping applications

FieldTurf Command CORE

FieldTurf Command Play

FieldTurf Command Duo

FieldTurf EasyPlay

FieldTurf EasyPlay Color

FieldTurf Classic HD Sports Turf

FieldTurf EZ Putt 2 Putting Green

FieldTurf Playground Pad 2"

FieldTurf Playground Pad 1"

FieldTurf VersaTile for Landscape

FieldTurf AirField/FieldTurf Classic HD 2.5"

FieldTurf Command Agility

#### **Running Track Surfacing Solutions**

#### **Latex and Beynon Urethane Track Surfaces**

L-2000

Black or Red Polyresin (13mm)

Poly-4000

Beynon - BSS 50

Beynon-BSS-100

Beynon-BSS-200

Beynon-BSS-300

Beynon-BSS-1000 10mm

Beynon-BSS-1000 13mm

Beynon-BSS-1000 ML

Beynon-BSS-2000 13mm

#### **Resurfacing on an Existing Rubber Running Track**

Top-Coat (latex track)

Black or Red Polyresin Resurfacing

Beynon BSS-50RE

Beynon-BSS -100RE

Beynon-BSS-200RE

Beynon-BSS-300RE

Beynon-BSS-2000 RE 5mm

Beynon-BSS-2000 RE 7mm

Beynon WaterBased Spray WBSS

**Beynon Hobart Coating** 

**Beynon Retention Coat** 

#### **Track misc. items**

Beynon-In-situ-Base

**Track Restriping** 

**Track Cleaning** 

Fast Track 1

Fast Track 3

Fast Track 5

Fast Track 8

#### Field/Track/Court Equipment and Accessories

Pole Vault Pit

Take off Boards

**Shot Put Toe Boards** 

**Shot Put Rings** 

**Discus Rings** 

Combination Hammer/Discus Cage

Hammer/Discus Conversion Ring

Water Jump Hurdle with Sleeves

Water Jump Cover

Removable Track Curbing

Long jump Sand pits and traps

Sand for Sand Pits and Traps

Football Goal Posts-Set

Access Frame Kit with Infill retainer System for Adjust Right

Football Goal Posts Set

Soccer Goals-Set

Soccer Goal Wheel Kit

**Batting Cages** 

Tennis Court nets, posts anchors

Portable Pickleball net system

**Protective Netting System** 

#### **Indoor/Outdoor Court Options**

Outdoor Court Surfacing - Plexipave

Court Crack Repair

Classic Court

CoolTop Court

#### **Tarkett Indoor Court Synthetic Systems**

Omnisports

PolyTurf Plus Pad and Pour: 7+2- Polyurethane Single Color

Dancefloor Lumaflex Dropzone Clutch Court

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

Omnisports is becoming one of the most popular, versatile gym floors in North America. Omnisports can accommodate tables and chairs, while its performance characteristics are ideal for basketball, volleyball, martial arts, yoga, and many other activities. This make Omnisports the perfect gym floor for schools, universities, and community centers, where a variety of sports or events might occur. Omnisports 7.1mm offers Class 2 shock absorption according to the ASTM F2772 Standard.

Maintenance is that easy with Omnisports. Our systems are finished with our factory applied polyurethane surface treatment, TopClean XP. The application delivers leading resistance to scratches, scuffs, stains and abrasion. As the TopClean XP surface treatment does not promote organism microbial growth, the system reduces the possibility of bacteria and micro-organisms build up on the surface.

**Polyurethane Pad and Pour** is one of the most versatile and durable sports flooring solutions. It is suitable for basketball and other indoor activities while standing up to high point loads and rolling loads and is commonly seamless.

PolyTurf Plus Pad and Pour is a seamless sports flooring option, manufactured by Beynon Sports Surfaces an ISO 9001 Certified manufacturer. This ensures a level of quality and consistency in production.

**Combi-Elastic System: LumaFlex** is a substructure of sturdy birch plywood and shock absorbing foam that raises the profile of a resilient sports floor to create a combination system.

The area of deformation on point-elastic flooring is much smaller than area-elastic systems: the surrounding areas of the floor remain relatively unchanged by activity in a particular area. Area-elastic floors disperse downward force over a wide surface area, engaging more of the surface area in absorbing and returning energy to the athlete. A Combi-Elastic system combines point-elastic surface properties with an area –elastic substructure. By engaging both types of elasticity, all LumaFlex systems respond to impact both locally and across the wider surface area. As a result of this dual response, they are widely regarded as one of the best sports floor for comfort, safety, Multi-use, and sports performance.

**Vulcanized Rubber flooring** is comprised of a recycled rubber underlayment with a virgin rubber wear layer on the top for color. Durability is a key characteristic. It is engineered to hold up under constant traffic including ice skates and heavy fitness equipment. Vulcanized rubber reduces sound transmission and resists impact from weights, cleats,

and skates. DROPZONE FLEX and IMPACT are the Tarkett Sports' rubber flooring for this application.

**Recycled Rubber with EPDM** is a particular type of rubber flooring is intended for practicality rather than competitive play. If you are considering flooring options for a weight room or training room, this is the ideal surface. Recycled rubber with EPDM chips is commonly available in easy-to-install rolls or tiles in various thicknesses.

#### **Site Work:**

Site Work includes but is not limited to any construction necessary to build base for Turf, Track, or Court surfaces to be placed on.

New Construction – Sq. foot/yard pricing is for supply and installation of sports surfacing only. FieldTurf is prepared to offer turn-key solutions for the construction of the base of running tracks, courts, indoor flooring projects and fields through use of RS Means. The best value pricing for base or civil work is obtained through this costing method.

Site work or new construction may include but is not limited to: removal and disposal of existing sports surface, lighting, demolition, excavation, rock base aggregate, top rock, asphalt, concrete, sidewalks, turf shock absorption underlayment such as e-layer or padding, tie in to existing drainage, drainage systems, conduits, fencing, crack repair, asphalt repair, etc. which can be purchased through RS MEANS.

RS MEANS is self-contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount or "adjustment down" to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.

#### Professional Services for any site work project

- Project design, design build, development or consultant/construction management.
- Professional engineering services.
- Installer/admin (tradesman) (not related to turf, track, or court installation.
- Project Administrator costs for site work.

# 2.1.2. Service & Solution Capabilities.

Provide a detailed description of the services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to turnkey capabilities,

#### Site Work:

Site Work includes but is not limited to any construction necessary to build base for Turf, Track, or Court surfaces to be placed on.

New Construction – Sq. foot/yard pricing is for supply and installation of sports surfacing only. FieldTurf is prepared to offer turn-key solutions for the construction of the base of running tracks, courts, indoor flooring projects and fields through use of RS Means. The best value pricing for base or civil work is obtained through this costing method.

Site work or new construction may include but is not limited to: removal and disposal of existing sports surface, lighting, demolition, excavation, rock base aggregate, top rock, asphalt, concrete, sidewalks, turf shock absorption underlayment such as e-layer or padding, tie in to existing drainage, drainage systems, conduits, fencing, crack repair, asphalt repair, etc. which can be purchased through RS MEANS.

RS MEANS is self-contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a

project management, design, engineering, installation or set-up, training services, maintenance services, testing, field and court marking, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the Attachment B – Cost

Proposal will be utilized to define the overall products and services available under a resulting contract.

discount or "adjustment down" to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.

#### Professional Services for any site work project

- Project design, development or consultant/construction management.
- Professional engineering services.
- Installer/admin (tradesman) (not related to turf, track, or court installation.
- Project Administrator costs for site work.

#### **Sports Turf Base Construction Process:**

#### **Base Construction Process (3-6 weeks)**

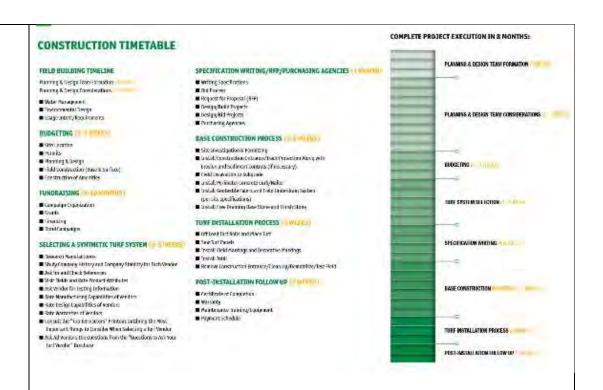
- Site Investigation & Permitting
- Install Construction Entrance/Track Protection Along with
- Erosion and Sediment Controls (if necessary)
- Field Excavation to Subgrade
- Install Perimeter Concrete Curb/Nailer
- Install Geotextile Fabric and Field Underdrain System (per site specifications)
- Install Free Draining Base Stone and Finish Stone

#### **Turf Installation Process (3 weeks)**

- Off Load Turf Rolls and Place Turf
- Sew Turf Panels
- Install Field Markings and Decorative Markings
- Install Infill
- Remove Construction Entrance/Clean Up/Demobilize/Test Field

#### POST-INSTALLATION FOLLOW UP (2 weeks)

- Certificate of Completion
- Warranty
- Maintenance Training/Equipment
- Payment Schedule



#### **Running Track Construction and Installation:**

- The Synthetic Track Surfacing System shall be laid on an approved subbase. The General Contractor shall provide compaction test results of 92-96% for the installed subbase and asphalt surface.
- For NCAA certification the following criteria must be followed. The track surface, i.e. asphalt substrate, shall not vary from planned cross slope by more than +/-0.2%, with a maximum lateral slope outside to inside of 1%, and a maximum slope of 0.1% in any running direction. The finished asphalt shall not vary under a 10' straight edge more than 1/8".
- It should be the responsibility of the asphalt-paving contractor to flood the surface immediately after the asphalt is capable of handling traffic. If, after 20 minutes of drying time, there are birdbath evident, it shall be the responsibility of the architect, in conjunction with the surfacing contractor, to determine the method of correction. No cold tar patching, skin patching or sand mix patching will be acceptable.
- The construction of the subbase should be built so it may support, without
  deformation or failure, the traffic of all the necessary equipment in the
  construction of the sports facility. The subbase compaction should be clearly
  identified in the project specifications to a minimum of 95% Proctor.
- The subbase construction should manage all the designated loads on the
  athletic surface from not only the athletes, but all required facility maintenance
  equipment as well, with no risk of sub-surface deviations telegraphing through
  to the surface. The Owner/CM should provide test results & proof rolls
  verifying that the subbase meets specification requirements.



# **UNDERSTANDING RS MEANS**

# WHAT IS RS MEANS? A PLATFORM TO HELP ESTIMATE CONSTRUCTION COSTS

RS MEANS, a division of Reed Business Information, is a construction cost estimating tool that has been in place for over 74 years.

RS MEANS provides current, regionally-customizable data that reflects cost information to the construction industry so contractors can provide accurate estimates and projections for project costs. There are over 20 specialized cost data titles for various construction categories.

RS MEANS has become a data standard for government work in terms of pricing and is widely used by the construction industry as a whole.

RS MEANS pricing books are updated annually and have over 50,000 material and labor unit line items associated with various types of construction. The unit prices are adjusted for location/labor rates using a "City Index."

#### HOW DOES FIELDTURF USE RS MEANS?

FieldTurf is required to use RS MEANS on cooperative purchasing projects for any items that are not specifically line item priced through our cooperative purchasing agencies. This includes a majority of the site work and ancillary items outside of artificial turf, track or tennis surfacing.

The standardized cost data book title that is best suited to price FieldTurf site work related line items is: Facilities Construction Cost Data.

Many of the cooperative purchasing agencies in the SmartBuy portfolio require an RS MEANS summary estimate report to meet cooperative purchasing compliance for items that are not specifically listed in the FieldTurf bid response.

Cooperative purchasing contracts incorporate RS MEANS language into their bid documents to meet governmental audit compliance standards and use it as a system of checks and balances for construction and site related pricing.







Sarah Morehead 503 563 6390 | Sarah.Morehead@smartbuycooperative.com

fieldturf.com

#### 2.1.3. Value-Add or **Additional Offering.** Please address any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract's participating agencies.

FieldTurf and Tarkett Sports offer a wide variety of value added components to the offering, including turf surface research and development, environmental advances (noted in a separate section of the bid), and several technological advances regarding the sports surfacing industry noted below:

#### **Design Build & Construction capabilities**

FieldTurf with Tarkett Sports has significantly increased staff to meet design build & construction demands.

#### **Technology Advancements:**

#### **FIEDLTURF Field Visualizer Tool:**

We're excited to introduce our NEW FieldTurf Field Visualizer tool. You and our customers can now create their dream field and explore different sport line combinations, colors, logos and more.

This has tremendous potential to excite and impress clients in the early stage of the selling process. Please take note, this is to create a sketch of the field design and is intended for illustrative purposes only.

You / Customers will have the capability to download their drawing for future sharing, as the project advances. The download feature is gated for lead generation purposes.

**Visit the tool:** https://fieldturf.com/en/field-visualizer/

#### **GENIUS**

The future has arrived! Introducing FieldTurf Genius, powered by Intelligent Play. This game-changing technology is designed to help maximize the longevity, playability, and safety of your sports field. As well as allow you to track maintenance, plan more efficiently and monitor usage.

Imagine a sports field that could automatically track the number of athletes playing, hours of use, and send maintenance alerts when needed. Imagine that it could then deliver in depth reporting on executed maintenance and usage, allowing you to optimize scheduling, utilization, and care.

HOW DOES IT WORK? Two sensors are mounted to the facility lights or stadium press box and automatically process and convert the recordings into anonymous data for analysis. Through advanced computer vision and deep learning algorithms, live field participation is translated into tangible data.

#### FIELDCLEANSE SANITIZATION PROGRAM

The FieldCleanse Program, part of FieldTurf's multi-pronged service platform, is designed to increase safety measures for our clients and their athletes. FieldTurf, which for over 25 years has been recognized as the leader in artificial turf and player safety is proud to introduce the FieldCleanse program designed to elevate the cleanliness standards of our fields and to meet the new health and safety challenges presented by the recent Coronavirus (COVID-19) pandemic environment. This multi-faceted approach includes our standard guidance for Brushing, Aerating, Raking and Sweeping along with new options for those who want to sanitize their turf fields.

#### **EPA APPROVED CORONAVIRUS (COVID-19) SANITIZER**

FieldTurf's NEW FieldCleanse program will help deep clean your surface to combat COVID-19. Utilizing an EPA approved coronavirus sanitizer: mPerial ™, by MPact™ Environmental Solutions, LLC, which confirms results that demonstrates the ability of

the mPact™ technology to prevent and protect against the spread of the COVID-19 Virus.

#### mPerial™ PRODUCT DETAILS:

- EPA registered, FDA compliant
- EPA Registration #: 10324-59-83129

#### FieldTurf Innovation and Performance Center (FIPC)

It's no secret that FieldTurf pioneered what is now commonly accepted as "artificial turf." What started with our invention of long pile, infilled artificial turf has continued with numerous industry-changing innovations. Fieldturf has introduced the engineered products that are tailor made for each segment of the business and owns numerous patents that protect the company's product offering for sporting and non-sporting applications.

All of Fieldturf's systems are tested using the latest equipment in the FieldTurf Innovation and Performance Center (FIPC). Located at the company's headquarters, the center ensures that any and all of FieldTurf's existing and new systems set superior standards for performance in their respective classes.

The state-of-the art facility is one of, if not the most, advanced research laboratories in the industry. FieldTurf's development focuses on delivering safe, durable, and high-performance turf systems with great value. The FIPC helps ensure that these objectives are being met.

#### **Penn State Center for Sports Surface Research**

In July 2009, FieldTurf and Penn State joined forces to mark a historic industry-first related to sports surface safety and development- the creation of Penn State's Sport Surface Research Center (SSRC). Today, the SSRC is the longest standing University based research center in America and is regarded as one of the foremost experts in the field of agricultural sciences and has developed a strong reputation for their efforts in synthetic turf research.

#### WHAT Makes FieldTurf stand apart from the competition:

- 1. FieldTurf has a patented infill system for the highest performance that layers silica sand with cryogenic rubber. The rubber and sand particles are a similar size to stay in suspension. Total infill exceeds 9 lbs. per sq. foot on a typical FieldTurf field. The FieldTurf infill allow for optimal safety and playability. Testing proves that all rubber fields like our competitors tend to migrate easily in the rain creating divots and changes in the infill levels. This infill variation that can be found in our competitor's all rubber infill fields impacts the safety of the turf system.
- 2. PROVEN SAFETY: FieldTurf's focus on Safety has led to numerous injury reducing innovations and improvements. The main reason FieldTurf continues to outperform all other turf companies in reducing injury is our patented sand/rubber layered infill system. The findings of long-term testing programs show that FieldTurf is safer than any other synthetic turf system and equal to if not better than- natural grass in most critical areas of player safety. No other company can make this claim.
- 3. FieldTurf fiber innovation also stands out from our competitors. Our fibers are produced at our very own facility in Germany. This state-of-the-art facility was opened in 2010 and as a result has turned FieldTurf into one of the most vertically integrated companies in the world. The quality control process at the facility

- includes stringent testing of the yarn properties (tensile strength, uniformity, color verification.)
- 4. SURELOCK COATING- for maximum drainage. FieldTurf's patented backing offers drainage performance unequaled by any artificial turf product in the industry. A FieldTurf field is designed for all weather playability. Unlike the rest of the industry, the innovators at FieldTurf came up with a superior drainage solution for its Elite system. It's called SureLock coating. This patented system coats only the rows of fiber, leaving the rest of the carpet untouched and naturally porous.
- 5. MULTI-SPORT SOLUTIONS for all sports and all levels. FieldTurf has long been the #1 choice for all sports and all levels. FieldTurf's safety, performance, and durability levels are far superior to any other system. As the world's largest synthetic turf company, you will find FieldTurf in many major stadiums, colleges, and high schools. Over 7,500 fields installed.
- 6. SINGLE SOURCE RESPONSIBILITY- for customer security and satisfaction. FieldTurf has brought "single source responsibility" and quality to the forefront with its own manufacturing plants and quality control standards. Integrated, vertical manufacturing has paved the road toward true innovative and customer security, with fiber manufacturing, tufting, coating and testing all done in house in FieldTurf plants.

# FieldTurf is the only artificial turf company on the market to meet the most rigorous and comprehensive quality control standards:

- ISO Certified manufacturing Plants
- In-house fiber manufacturing
- In-house coating of all turf products
- In-house testing of each turf roll and its tuft bind
- Testing of infill and the verification of its grade
- Installation by FieldTurf certified installation crews.
- 7. INSURED WARRANTY- for complete peace of mind. FieldTurf was the first company in the industry to offer a third-party insured warranty. And while you'll probably never need to use it, you can rest easy knowing that you are protected by the industry's best warranty. It's peace of mind that sets FieldTurf apart from the competition.
- 8. INSTALLATION METHOD for a stronger field. FieldTurf does not cut corners when it comes to installation of artificial turf fields. In order to lower their prices, many competing companies will cut corners on important installation procedures. This severely compromises the durability of the entire field.
  - FieldTurf has Sewn seams not glued like our competitors.
  - FieldTurf meticulously shears the fiber for inlaid sports markings- competitors cut the turf backing.
  - Precision infill layering = a safe surface
  - Experienced installation crews = quality assurance.
- 9. PROVEN DURABILITY- for a better investment. Since its inception, FieldTurf has proven to be the most durable and longest —lasting synthetic turf system in the marketplace having installed more fields that are currently 8 years or older than all other competitor installations combined.

10. FIRST-CLASS SERVICE – for your FieldTurf Experience. FieldTurf does not sever its customer relations once the contract has been signed. We take the time to follow up with each and every one of our customers in order to ensure complete and consistent customer satisfaction. Customer satisfaction remains FieldTurf's number one priority.

# WHY FIELDTURF



#### VERTICALLY INTEGRATED

FieldTurf controls all aspects of the manufacturing value chain. From start to finish, we're in control of your field.



#### LEADING DURABILITY

Manufactured and Installed with high attention to detail, FieldTurf systems showcase proven durability. There are over 2,000 FieldTurf fields still in use that are 8 or more years old.



#### FINANCIALLY STABLE

Part of Tarkett Sports, a division of the Tarkett Group, a worldwide leader of innovative flooring and sports surface solutions, FieldTurf has unprecedented financial support and stability. You can rest easy.



#### **EXPERT INSTALLATION**

FieldTurf has some of the most experienced and knowledgeable installations crews in the industry. The success of your fields is heavily dependent on the quality of your installation crew.



#### EXPERIENCED

With over 20,000 installations worldwide, FieldTurf has been the surface of choice for the last 20+ years.



#### SERVICE

We are as committed to your program as you are; and we're with you for the long term. When you buy a field from FieldTurf, you're buying from a company that knows how to take care of you. It's what we do best.



#### **ENDLESS PURSUIT OF INNOVATION**

From the original 3-layer infill system; to our SureLock coating drainage system; to our game-changing CoolPlay system our innovations continue to change the game.



#### PROVEN SAFETY

The findings of long-term independent research show that FieldTurf's heavyweight systems are safer than, or equal, to competitive systems and numerous published peer-reviewed studies show FieldTurf as safer than natural grass in the most critical areas of player safety.

#### WHAT Makes Beynon Sports stand apart from the competition:

Unlike competing systems, Beynon products are resilient by formulation. The physical properties of our World Athletics Certified systems do not change as they are exposed to the elements. Competing systems can firm upon installation and tend to become harder over time as plasticizers are released from the product due to UV exposure.

If speed and performance rank at the top of your list, Beynon Sports' full pour systems have long been recognized as one of the leading tracks surfaces in North America.

Beynon Sports understands that one track does not fit all. That's why we are one of the only athletic surfacing companies that offers customizable track & field and fieldhouse surfaces with our Performance Series - BSS 1000 & BSS 2000 systems.

Our Performance Series can be TUNED to the force reduction specifications that match your desired feel under foot. Customizing your track is the key to your athletes' top performance and only Beynon Sports can achieve the force reduction range of the track and field surface to make it more forgiving for distance, or firmer for explosive events.

#### A few record-breaking performances of note:

- Sydney McLaughlin-Levrone set a world record in the women's 400-meter hurdles at the 2024 Olympic Trials, clocking 50.65.
- During the 2012 Olympic trials at the same Hayward track Ashton Eaton broke the world record for the Decathlon with an impressive score of 9039 points
- At the 2012 Canadian Olympic Trials Jessica Zelinka broke the Canadian Heptathlon record with a score of 6599.
- Five-time NCAA champion and 14-time all-American Galen Rupp, broke his own American record in the 10,000 meters during the Prefontaine Classic.
- Tyson Gay set a new American record on the Hayward track at the Olympic Trials during the weekend of June 27, 2008. Gay ran two memorable 100-meter times first 9.77 seconds and then 9.68

#### WHY TARKETT SPORTS: FieldTurf Brings You the entire Tarkett Sports Brand...

**Tarkett Sports Brand:** Tarkett Sports offers a comprehensive portfolio of sports flooring solutions through its renowned brands: Tarkett Sports Indoor, FieldTurf, Beynon Sports, Renner Sports, EasyTurf/FieldTurf Commercial, Desso, GrassMaster, and PlayMaster.

**Experience:** With over 50,000 installations worldwide, Tarkett Sports has been the trusted surface of professional, elite, school and municipal facilities.

**Design & construction experts includes design build capabilities:** Tarkett Sports and our partners are some of the most experienced and knowledgeable teams in the industry. When it comes to the design and construction of your sports surface, we are the experts.

**Trusted:** In an industry where installation plays such a vital role, Tarkett Sports is proud to showcase one of the most experienced and knowledgeable teams available. Dedicated to training and quality standards, Tarkett Sports places high importance on ensuring its crews are knowledgeable, led and share the company's values and mission.

**Financially stable:** The Tarkett Group is a worldwide leader of innovative flooring and sports surface solutions. Tarkett Sports Indoor is backed by unprecedented financial support and stability. You can rest easy.

**Endless Pursuit of Innovation:** Continuously striving to deliver the ultimate surface experience, Tarkett Sports has positioned itself as a leading supplier of athletic surfacing in North America and abroad by offering a wide range of products including artificial, hybrid and residential turf; running tracks, tennis courts and indoor athletic surfaces. Our innovation and versatility extend beyond just sports. We're there to support your team.

**Service:** Simplicity is the name of the game. Why manage several suppliers when you can entrust your project to one firm. With the increased complexity and diversity of new athletic facilities, organizations are often faced with the struggle of overseeing multiple suppliers to accomplish their project.

Manufacturing Excellence: ISO 9001 certified for leadership in quality, environment and safety management systems, Tarkett Sports' facilities in Calhoun (FieldTurf, EasyTurf/FieldTurf Commercial & Tarkett Sports Indoor) Chagrin Falls (Tarkett Sports Indoor) and Hunt Valley (Beynon Sports and Renner Sports) represent three of the most advanced manufacturing operations in North America. With international manufacturing facilities in Auchel, Sedan (France), Narni (Italy), Abtsteinach (Germany), Bačka Palanka (Serbia) and Botany (Australia), Tarkett Sports showcases an extended network of production capabilities.

To accelerate our strategy **to Grow in Design & Construction, both organically and through acquisitions**, I'm happy to announce the creation of Ampere, a new Tarkett Sports brand specializing in master planning, architecture, renovations, and conceptual visualizations. This exciting initiative will be critical to establishing Tarkett Sports as a leading provider of these essential services for elite sports venues.

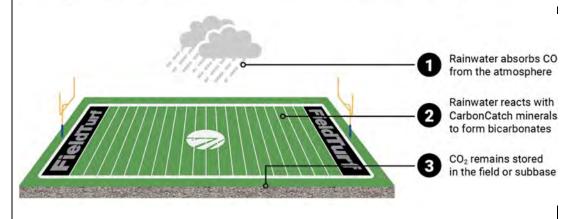
#### ELEVATE PLAY & LOWER CARBON WITH FIELDTURF CARBONCATCH

03/25/2025 - Way, Justin

At FieldTurf, innovation isn't just about performance—it's about purpose. As part of our Sustain The Game program, we're introducing a new breakthrough in sustainable design for artificial turf by integrating Enhanced Rock Weathering (ERW) into our systems. This cutting-edge, patent-pending technology passively captures carbon, helping turn every FieldTurf field into a driving force toward carbon neutrality.

#### DON'T JUST HOST THE GAME. SUSTAIN IT.

Every raindrop is an opportunity to capture carbon. When rainwater absorbs CO2 from the atmosphere, it becomes slightly acidic—just like how sugar dissolves into tea. But with CarbonCatch, this rain interacts with minerals, setting off a natural reaction that locks carbon away.



Think of it like an antacid for the planet—neutralizing acidity and transforming CO2 into stable minerals that remain safely stored. Without CarbonCatch, much of that carbon would simply evaporate back into the air. Now, your field isn't just a place to play—it's actively working to reduc greenhouse gases and support a more sustainable future for the planet and your community.

The farming industry has utilized Enhanced Rock Weathering (ERW) for over 25 years. With CarbonCatch, your FieldTurf field can capture the equivalent amount of carbon dioxide as acres of forest with no impact on the performance, durability, or drainage of the surface.

"For years, Enhanced Rock Weathering has proven its ability to capture carbon in agriculture. Bringing this proven technology to artificial turf is testament to FieldTurf's forward-thinking approach to sustainability and innovation. This initiative redefines what a sports field can do for its community—not just as a place to play, but as an active contributor. We're excited to work with FieldTurf and see this significant step taken in t world of sports." - Bob Vasily, President & Founder, Canadian Wollastonite

#### HOW IS CARBONCATCH INSTALLED?

There are three ways to integrate the minerals in your FieldTurf field:

- 1. In the infill mix of the system New construction or replacement
- 2. In the sub-base, under the carpet New construction or replacement
- 3. As a topdressing Existing installations

#### SUSTAIN THE GAME

FieldTurf's sustainability program, Sustain The Game, is rooted in a commitment to protect people and planet.

That means our innovation isn't limited to product specs. Our promise to keep players safe on our turf has naturally evolved into an obsession — one with a singular focus to completely eliminate its potential to harm not just people but the environment, too. Now in everything we do, we strive for the lowest impact on people and the planet — from our zero turf to landfill commitment, to circular design, to the utmost care for those who play on and handle our products.

Integrating ERW into our turf systems aligns with our key pillars, which keep us focused on offering purpose-led products that empower customers to make environmentally conscious choices. CarbonCatch exemplifies our drive to enhance lives within the communities where we work by conserving local ecosystems. We look forward to sharing this exciting game-changing to make it part of your next field project.

Tarkett has reached the highest level of maturity a company can achieve in the CDP. The company is now part c the top 2% best performing companies out of 24 800 companies that are assessed by CDP on climate data.

CDP is a global non-profit that runs the world's leading carbon disclosure platform and is considered as the gold standard in the assessment of corporate climate strategy.

Early in 2023, Tarkett's climate roadmap was approved by the Science Based Targets initiative (SBTi). Since 2023, the company is included in the annual Europe's Climate Leaders Ranking by Financial Times and Statista. In September 2024, Tarkett had achieved a Platinum Medal by sustainability rating platform EcoVadis, setting a new benchmark in the flooring and sports surfaces industry.

#### 2.1.4. Open Market

**Products.** Provide a detailed description of your ability to accommodate requests for Open Market Products. Open **Market Products** is a category of products that cannot be found in your standard catalog offering or non-inventory products.

NOTE: For a definition of Open Market Items, please refer to <u>Part One,</u> <u>Section 5.4 – Other</u> <u>Pricing Scenarios.</u>

#### Site Work:

Site Work includes but is not limited to any construction necessary to build base for Turf, Track, or Court surfaces to be placed on.

New Construction – Sq. foot/yard pricing is for supply and installation of sports surfacing only. FieldTurf is prepared to offer turn-key solutions for the construction of the base of running tracks, courts, indoor flooring projects and fields through use of RS Means. The best value pricing for base or civil work is obtained through this costing method.

Site work or new construction may include but is not limited to: removal and disposal of existing sports surface, lighting, demolition, excavation, rock base aggregate, top rock, asphalt, concrete, sidewalks, turf shock absorption underlayment such as e-layer or padding, tie in to existing drainage, drainage systems, conduits, fencing, crack repair, asphalt repair, etc. which can be purchased through RS MEANS.

RS MEANS is self-contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount or "adjustment down" to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.



### **UNDERSTANDING RS MEANS**

## WHAT IS RS MEANS? A PLATFORM TO HELP ESTIMATE CONSTRUCTION COSTS

RS MEANS, a division of Read Business information, is a construction cost actimating tool that has been in place for over 74 years.

RS MEANS provides current, regionally-customizable data that reflects cost information to the construction industry occurrectors can provide accurate estimates and projections for project costs. There are over 20 specialized cost data titles for various construction estegories.

RS MEANS has become a data standard for government work in terms of pricing and is widely used by the construction industry as a whole.

RS MEANS pricing books are updated ennually and have over 50,000 material and labor unit line items associated with verticus types of construction. The unit prices are adjusted for location/labor rates using a "City Index."

#### HOW DOES FIELDTURF USE RS MEANS?

FieldTurf is required to use IS MEANS on cooperative purchasing projects for any tome that are not specifically line item priced through our cooperative purchasing agencies. This includes a majority of the site work and snollary items outside of artificial turf, track or tennis aurfacing.

The standardized cost data book title that is best suited to price FieldTurf site work releted line items is: Facilities Construction Cost Data.

Many of the cooperative purchasing agencies in the SmartBuy portfolio require an RS MEANS aummary estimate report to meet ocooperative purchasing compliance for items that are not specifically listed in the FieldTurf bid response. Cooperative purchasing contracts incorporate RS MEANS innoyage into their bid documents to meet governments! sudit compliance standards and use it as a system of checks and balances for construction and site related pricing.







Sarah Morehead 503 563 6390 | Sarah Morehead@smartbuycooperative.com

fieldturf.com

## **MOST ASKED QUESTIONS**

#### Q: WHAT IS RS MEANS DATA?

A: RS MEANS data from Gordian is the leading construction cost database. A dynamic collection of data points actively monitored by experienced Cost Engineers, RS MEANS data is used by construction professionals to create budgets, estimate projects, validate their own cost data and plan for ongoing facilities maintenance. Localized, accurate and complete, RS MEANS data is the construction industry standard.

## Q: WHY DOES FIELDTURF USE RS MEANS FOR COOPERATIVE PURCHASING PROJECTS?

A: Cooperative purchasing agencies require RS MEANS estimates so municipalities meet procurement compliance for items that are not specifically listed in the FieldTurf bid response. Cooperative purchasing contracts incorporate RS MEANS language into their bid documents to meet governmental audit compliance standards and use it as a system of checks and balances for construction and site related pricing.

#### Q: WHAT CAN BE PURCHASED THROUGH RS MEANS?

A: The list of items municipalities can purchase through RS MEANS is extensive and includes but is not limited to: cut and fill, excavation, asphalt, lighting, fencing, sidewalks, concrete work, drainage systems, tie in to existing drainage, windscreens, aggregate base, top rock, conduits, crack repair, demolition or any other project necessary site work.

#### Q: HOW ARE REGIONALLY SPECIFIC LABOR COSTS ACCOUNTED FOR IN RS MEANS?

A: RS MEANS unit prices are adjusted for location/labor rates using regionally specific "City Index Coefficient."

#### 2.1.5. Warranty.

Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included

FieldTurf's Standard Multi-Field 8-year warranty is our standard warranty.

FieldTurf provides the following warranty options as well:

- FieldTurf Court Warranty 1 Year
- FieldTurf Full Depth Track Warranty 5 year
- FieldTurf Warranty 8 year
- FieldTurf Warranty 5 year
- EasyField Warranty
- FieldTurf CORE 10 Year Warranty Standard
- FieldTurf Warranty

   Baseball 5 Years
- FieldTurf Warranty Baseball 8 Years
- FieldTurf Maintenance Track Warranty 1 year

FieldTurf Standard MULTI-SPORT 8 Year Warranty

# in <u>Attachment B</u> - Cost Proposal.

#### **BEST INSURED WARRANTY IN THE BUSINESS**

It takes a lot of hard work and dedication in order to bring an artificial grass or synthetic turf system to life. The size of the investment, whether in time, energy or money, can be daunting. That's why we were the first company in the industry to offer a third-party insured warranty. And while you'll probably never need to use it, you can rest easy knowing that you're protected by the industry's best warranty in the unlikely event something goes wrong with your artificial turf system. It's piece of mind that sets FieldTurf apart.

- ▶ Per Claim Limit of \$33,000,000 USD
- » All fields are automatically covered upon issuance of the Warranty Certificate
- No deductible
- Pre-Paid for 8-Years

The full product line warranty documents are included as an attachment to this bid. Below are a few select samples that contain language that answer the notable features and characteristics that the public sector customer would find interesting or appealing including 3<sup>rd</sup> party warranty:



#### Manufacturer's Limited Warranty

FieldTurf warrants that if FieldTurf (product code) (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, therefore, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, within five (5) years from the date of completion of installation as indicated in this Warranty, FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourses which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, but without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder

Field Markings: (sport markings to be specified)

#### Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTAINCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.

Furthermore, this Manufacturer's Limited Warranty does not cover.

1. Any damage resulting, directly or indirectly, from force majeure, accident, misuse, intentional and unintentional abuse, infill displacement, neglect; or from usage, unintentional or otherwise, that cannot reasonably be considered as normal play or ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas including, but not limited to, home plate, pitcher's mound, base areas, base paths, soccer penalty mark/spot areas, goal areas, sideline areas and lacrosse crease areas, all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and which may require regular replacement. This Warranty is expressly conditioned upon the Customer completing and submitting the FieldTurf Maintenance Log provided in FieldTurf's Maintenance Guidelines.



7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 • Website: http://www.fieldturf.com



#### Manufacturer's Limited Warranty

- Damage resulting from failure to maintain the Product in accordance with FieldTuri's Maintenance Guidelines provided to the Purchaser. The Purchaser shall keep a log of all maintenance performed on the Product and supply FieldTurf with a copy upon request.
- Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf, an authorized FieldTurf distributor or an authorized FieldTurf maintainer.
- Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
- Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
- FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the
  product is installed. FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR
  IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.
- Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which does not constitute a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty and without limitation, the extent of the wear and tear depends on the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field is more fully explained in the "Field Settling" document, provided in the FieldTurf After-Sales Service Package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product be used for purposes other than the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization. FieldTurf shall not be responsible for damages resulting therefrom and, therefore, this Warranty, as well as any and all applicable legal warranties, shall become null and void as Purchaser understands that FieldTurf has tested the Product for use in connection with the said sporting activities and/or uses, and that it may not have tested the Product for other such uses. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser. Date of Completion! Location: Address: State: Tel: Signature: Date: Sporting Activities: Installed by: City: Multi-Sport Use

FieldTurf USA, Inc.

installed by: City: Zip: Fax/email:

Name : Reference:

Disclaimer. The Information in this document is subject to change without notice and should not be construed as a commitment by FieldTurf USA, Inc. FieldTurf assumes no responsibility for any errors that may appear in this document.

This warranty is insured by a third party.

For more information please contact Customer Service at FieldTurf at the number listed below.

7443 Côte-de-ujesse Road Suite 200, Montrest, Qc, Canada H4T 152 • Toll Free: 1-800-724/2969 •

WARRANTOR: Beynon Sports Surfaces, Inc. ("BSS")

16 Alt Road - Hunt Valley, Maryland 21030

OWNER: ("Owner")

PROJECT: BSS(TYPE PRODUCT) Track Surface (the "Surface(s)")

Installed at

WARRANTY: BSS warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of five years from the Effective Date as defined below.

RESPONSE FOR WARRANTY REPAIRS. BSS agrees to performall depairs required by this Warranty within a reasonable time upon redening proper written notice from Owner as provided below and after BSS carries out all inspections and tests which that deep necessary or advisable.

LIMITATIONS AND EXCLUSIONS: This Warrant, does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications which were not provided by BSS; (b) an inadequate or defective pre-existing base or surface under the Surface covered by this Warranty, including but not limited to separations of concrete slab(s) or deterioration of asphalt not installed by BSS; (c) the inherent characteristics of the surface or other supporting materials upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) excessive static or dynamic loads; (g) use of improper cleaning methods; (h) moisture accumulation under the Surface after installation which may cause: 1) bubbles under the Surface, 2) adhesion problems or failures, or 3) other problems or failures not related to defects in materials; or (i) Owner's failure to care for and maintain the Surface in accordance with BSS's written instructions.

This Warranty does not cover any staining, discolorations, or other damage caused by excessive moisture from such things as flooding, plumbing and appliance leaks, or other water leakage. BSS does not warrant or guarantee the accuracy or sufficiency of any drawings, plans or specifications not prepared by BSS and which were used in connection with installing the Surface. This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without BSS's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON BSS'S PART. BSS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY. THIS WARRANTY SHALL BE VOID IF CONTRACTOR HAS NOT BEEN PAID IN FULL FOR ITS WORK.

BSS'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. BSS'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

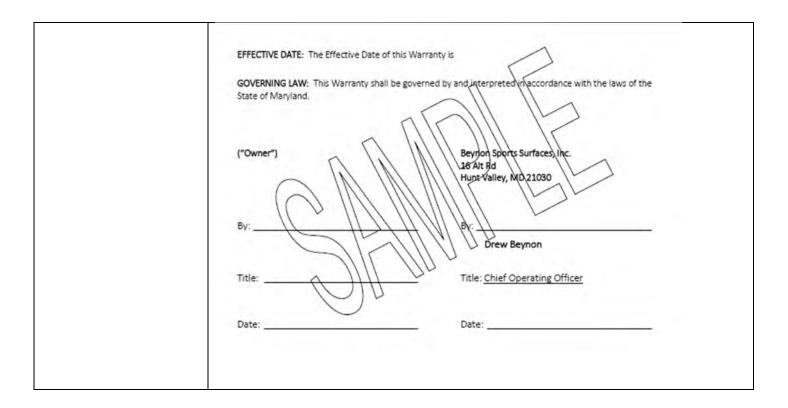
BSS neither assumes nor authorizes any person to assume for it any other flability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with BSS's contract for the Surface and shall not be enforceable against any such party. Labor and materials needed for any repair work not covered by this Warranty will be billed to Owner at BSS's regular hourly rates and materials charges.

WARRANTY DISCLAIMER ON PRE-EXISTING BASE AND UNDERLYING SURFACE COATING: All pre-existing base and surface coating (if any) upon which the new BSS surface has been installed is specifically excluded from any coverage under this Warranty. BSS(s previous acceptance of any such pre-existing base or surface coating for installation of the Surface shall not be deemed to constitute a warranty or other guaranty thereof. Depressions in any pre-existing base or surface coating have been patched by BSS only as specified in the written plans and specifications for the Surface. Owner further acknowledges and agrees that any damage caused to the Surface by (a) any pre-existing base or surface coating and (b) any cracks which are now in or which may develop hereafter in the pre-existing base or surface coating are specifically excluded from any coverage under this Warranty.

MAINTENANCE INSTRUCTIONS as supplied Owner with a copy of the written Maintenance Instructions containing directions for the care and maintenance of the Surface. Owner acknowledges receipt of said Instructions and agrees to comply with and carry out the directions contained in it as a condition of this Warranty. The terms of the Instructions are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator, Beynon Sports Surfaces, Inc., 16 Alt Road, Hunt Valley, MD 21030.

INSPECTION AND TESTS: BSS shall be allowed to inspect the Surface during reasonable business hours regarding any claim which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as BSS in its discretion may deem advisable. Owner shall promptly furnish BSS with a copy of all written reports of any tests performed by Owner or on Owner's behalf. BSS shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that BSS shall pay for the costs of all tests and analyses conducted or directed by BSS's representatives.





#### MANUFACTURER'S LIMITED WARRANTY

WARRANTOR: FieldTurf, USA Inc.

175 N Industrial Boulevard NE

Calhoun, Georgia 30701

OWNER: ("Insert Owner's Name and Address")

SURFACE: OMNISPORTS 7.1mm ("Surface")

#### WARRANTY DESCRIPTION AND WARRANTY PERIODS:

LIMITED PRODUCT DEFECT WARRANTY: FieldTurf USA, Inc. ("FieldTurf") warrants to Owner, subject to all terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, as long as the Surface was installed in accordance with the Installation Systems section of this Warranty, FieldTurf installation guidelines, and drawings, plans and specifications for the Surface. The Limited Product Defect Warranty shall be in force for a period of fifteen (15) years from the Effective Date as defined below.

LIMITED WEAR WARRANTY: FieldTurf warrants to Owner, subject to all terms and conditions contained in this Warranty, that there will be no wear-through of the Surface's wear layer under normal use and service, as long as the Surface was installed in accordance with the Installation Systems section of this Warranty, FieldTurf installation guidelines, and drawings, plans and specifications for the Surface. For purposes of the Limited Wear Warranty, "wear-through" refers to the top layer of the Surface and means a complete loss of the wear-layer so that the printed layer (pattern or color) is materially changed or affected. The Umited Wear Warranty only shall be in force for a period of fifteen (15) years from the Effective Date.

LIMITED MOISTURE WARRANTY: FieldTurf warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface shall free from defects caused by subfloor moisture, as long as the Surface was installed in accordance with the Installation Systems section of this Warranty, FieldTurf installation guidelines, and the building or structure in which the Surface is installed maintains a relative humidity ("RH") level (according to ASTM F2170) as provided in the Installation Systems section of this Warranty, at all times during the Warranty period. This Limited Moisture Warranty shall be in force for a period of ten (10) years from the Effective Date as

RESPONSE FOR WARRANTY REPAIRS: FieldTurf agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after FieldTurf carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by FieldTurf within a reasonable time after FieldTurf's receipt of Owner's written notice requesting such repairs. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Surface, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, and/or accelerated, undue or excessive wear in or to the Surface caused by or connected with: (a) the installation process of the Surface on the Owner's subfloor surface; (b) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (c) an inadequate

For more information please contact the Indoor division of FieldTurf at 888-364-6541.

THE ULTIMATE SURFACE EXPERIENCE.

or defective pre-existing subfloor or surface; (d) the inherent characteristics of the earth and/or surface upon which the Surface is installed; (e) misuse, abuse, or deliberate acts of vandalism; (f) accident, negligence, or acts of God; (g) static or dynamic loads exceeding FieldTurf's recommendations; (h) use of improper cleaning methods; (i) the introduction or accumulation of moisture around or under the Surface beyond the tolerances permitted by FieldTurf's installation guidelines; (j) high moisture and/or other adverse conditions; (k) Owner's failure to care for and maintain the Surface in accordance with FieldTurf's Maintenance Manual and other written instructions; (l) use which is not generally accepted as a typical use of the Surface; (m) improper installation; (n) improper protection from excessive loads; and/or (o) floods and/or other events introducing water to the Surface.

Furthermore, this Warranty does not cover nor will be FieldTurf be liable for (1) damages due to personal injury; (2) change of the Surface appearance due to excessive ultraviolet (UV) exposure and/or or heat; (3) damage due to unpredictable and/or unknown causes; (4) damage and/or performance reductions due to improper control of atmospheric soiling and/or contamination; (5) stains and/or discoloration of the Surface; and (6) costs associated with the temporary and/or permanent closing of the facility in which the Surface was installed. FieldTurf does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by FieldTurf and which are used in connection with installing the Surface. This Warranty shall be of no force and effect if FieldTurf is not paid in full for the Surface and FieldTurf's obligations under this Warranty are expressly contingent upon FieldTurf being paid in full for the Surface.

This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without FieldTurf's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON FIELDTURF'S PART. FIELDTURF USA, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY AND/ OR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY.

FIELDTURF'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. FIELDTURF'S LIABILITY FOR ANY SUCH REPAIR OR REPALCEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

MAINTENANCE INSTRUCTIONS: FieldTurf has made available or supplied Owner with a copy of the Maintenance Manual containing written instructions for the care and maintenance of the Surface. Owner acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference. If a Maintenance Manual is not received by Owner at the time of issuance of this warranty, it is the owner's obligation to request and maintain record of receipt.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: FieldTurf USA, Inc. Indoor Division, 175 N Industrial Blvd. Calhoun, Georgia, 30701.

INSPECTIONS AND TESTS: FieldTurf shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as FieldTurf in

For more information please contact the Indoor division of FieldTurf at 888-364-6541.



# 3. **BUSINESS** OPERATIONS

#### 3.1. Logistics

# 3.1.1. Distribution & Shipping Capabilities.

Describe how supplier proposes to distribute the products/ services in Respondent's defined geographic reach.

Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability

<u>Lead time</u>: Minimum 30 days, due to many reasons schedules are always case by case and 30 days cannot be guaranteed.

<u>Shipping costs</u> are included in our customer proposals. Shipping to Alaska or Hawaii can cause the shipping price to rise as noted on our pricing notes.

Shipping and Freight to Canada, Hawaii, Alaska or other areas outside of the continental US is not included in standard. Primary pricing and will be an additional cost based on site location. Additional shipping costs will be based on the cost to transport equipment and materials from the closest US port to the job site. Additional costs may also be added for crew transportation and accommodations to any site outside of the continental US.

<u>Packaging</u>: Turf Rolls are packaged in plastic wrap and floor loaded onto trailers. We do ship some other materials that are palletized and shrink wrapped.

<u>Delivery:</u> The delivery is clearly communicated between FieldTurf and the customer. These delivery date & time would be at the customer's choice and approval.

Shipping and delivery timing is communicated when we book a shipment. All necessary parties are included in that communication. For truckload shipments, drivers and/or dispatchers also reach out to the receiving party to schedule via phone call.

FieldTurf manufactures each product it offers. FieldTurf controls all aspects of the manufacturing value chain. From start to finish, we're in control of your field.

to accommodate expedited orders.

FieldTurf products are manufactured in Calhoun, GA then distributed to the warehouses in CA, OR, TX.

Beynon products are manufactured in Hunt Valley, Maryland and distributed to warehouses in CA, OR, TX, GA.

## 3.2. Customer Service

# **3.2.1.** Customer Service Department.

Describe your company's customer service department & operations.

Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company of if they are a network of subcontractors.

FieldTurf: Maintenance & Commitment to Service

Hours of Operation: 24 hours/7 days a week

We respond to customers within 24 hours. Should something be an emergency, we do try to get on site ASAP - weather and crew availability permitting. We will evaluate the nature of the complaint and see how we can assist or fix the issue. If there is an unresolved complaint that we cannot resolve, we would direct the customer to the appropriate department/manager. Both FieldTurf and Beynon have 10-15 customer service teams across the nation and regionally.

Customer & Support Manager:
Thomas Mullins, Vice President of Installations
706-280-6548
thomas.mullins@tarkettsports.com

FieldTurf does not sever its customer relations once the contract has been signed. Providing a high-quality product and outstanding customer service has been a part of FieldTurf's successful business model since Day One. Our customers are our number one priority, which is why we have taken the time to assemble an experienced and dedicated customer service department. We proactively follow up with each and every one of our customers to ensure complete and continuous satisfaction.

In addition to our constant commitment to exceptional customer care, our customer service department has assembled a comprehensive manual that covers all field care issues. Each FieldTurf customer receives a maintenance guideline that covers everything from field grooming to gum removal, and field protection. The guidelines also come with a complete maintenance video – the perfect tool to educate field managers and groundskeepers.

There are not any geographic regions of the US that FieldTurf cannot provide a certified technician to perform warranty work. Please see our Customer Service Representative Region map below to see that the entire US is covered.





#### 3.3. Customer Set Up; Order & Invoice Processing; Payment

# 3.3.1. Proposal Development, Order, and Invoice Process.

Describe your company's proposal development, order, and invoice process.

- Client/ owner/ owner's representative makes contact with FieldTurf or Beynon Sports.
- FieldTurf or Beynon Sports Representative (or authorized representative) sets up a site visit.
- A FieldTurf/ Beynon Sports/ Equalis proposal is produced for review by the client/owner/owner's representative.
- Proposal is reviewed and if changes or additions are needed, they are completed.
- Once approved the client/ owner/ owner's representative sends FieldTurf or authorized representative a PO

- A sales agreement, AIA contract or similar form of agreement is entered into (owner's choice if they want a contract at all or if they only want to issue a PO.)
- Construction begins with progress payments throughout.
- Schedule of Values can be provided for customer.
- Construction is substantially complete and 100% of the contract price (including any retention) is acquired.
- Equalis is remitted their fee for the project.
- Project is closed.

As part of the Tarkett Group, FieldTurf USA, Inc. has the ability to produce a variety of reports including but not limited to:

- Private client lists
- Federal client lists
- National Sales (annual)
- Sales by Agency (co-op, city, state, school district, etc.)
- Quarterly sales reports by region, state, product type, etc.
- Annual Sales reports by region, state, product type, etc.
- Outstanding billings
- Subcontractor reports and billings
- Activity reports
- Pipeline reports (upcoming project info)

In summary, FieldTurf has the capability to produce necessary reports, as needed.

No Quick Payment Discounts. FieldTurf does accept ACH Transactions. Payment terms are Net 30 and FieldTurf's preferred payment terms are as follows:

- (i) 50% of the Price upon Customer's execution of contract;
- (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and
- (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer. Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

# 3.3.2. Financing. Does your company offer any financing options or services? If yes, describe the financing options available to

FieldTurf FINANCIAL – Municipal Financing options.

FieldTurf Financial offers FieldTurf clients customized financing through TCF Capital Solutions. Our mission is to provide overall fiscal financing solutions to help you achieve your unique budget objectives and meet fiscal requirements. We aim to provide our clients the opportunity to use and own a premium artificial turf system with monthly payment and tailored financing solution to meet your needs. FieldTurf has chosen to work with TCF Capital Solutions, a leader in financing, to provide customized and comprehensive budget and payment solutions for FieldTurf products and projects.

Members.



#### OPTIMIZE YOUR BUDGET

With Tarkett Sports Capital, you begin saving from day one. Our payment program allows you to retain sub-base, and other additional items. your cash while your sports surface generates savings to help cover the monthly, quarterly or annual payment.

#### PRESERVE BANK CREDIT LINES

Payment solutions generally don't affect your ourrent borrowing limits with your bank. You can still utilize credit lines for other needs, such as working capital.

#### PAYMENT SOLUTIONS INCLUDE ALL ANCILLARY COSTS

You can finance the system, site preparation,

#### IMPROVED CASH FLOW

Not only can you improve cach flow right from the start by keeping your cash receives, but after your final payment you own the surface and may continue to benefit from ongoing

#### RENTAL REVENUES COULD PAY YOUR MONTHLY PAYMENT

Let your system pay for itself on a real-time basis to help cover your monthly payments.

#### ..... MUNICIPALITIES & EDUCATION:

Tarkett Sports' Municipal & Education Payment Program is tailored to meet the needs and requirements of municipalities, public and private school systems, allowing flexible and efficient operations.

#### KEY BENEFITS INCLUDE:

Payment program for entirety of the project

12 to 96-month terms

Interest may be exempt from federal and state income tax\*

All payment progressives adject to create approved by farket Sports Copilist Any progress, pricing and other deciding better and conditions are subject to create approved by the adversarial progress and consistent or the new large greater adversarial indicates and conditional transportment or of manipular adversarial adversarial conditions and conditional transportment or of manipular adversarial or adversarial progress is any professional transport assembly of manipular adversarial or adversarial progress is any professional transport assembly of manipular adversarial or adversarial progress is any professional transport assembly of manipular adversarial.



Tarkett Sports Capital offers clients oustomized payment programs. Our mission is to provide overall fiscal financing solutions to help you solvieve your unique budget objectives and meet fiscal requirements. We aim to provide our clients the opportunity to use and own a premium sports surface system with various payment terms to meet your needs.

Tarkett Sports Capital provides oustomized and comprehensive budget and payment solutions for our entire portfolio of surfaces and systems.

Tarkett Sports Capital offers exclusive payment programs for Tarkett Sports oustomers, including public, private, and non-profit organizations.

#### TARKETT SPORTS CAPITAL SOLUTIONS

Make the most of your budget with total project solutions, including complete project design, construction and integration costs

Generally compatible with municipal financing annual budget appropriation Ease the costs of your project with monthly, quarterly or annual payments that match the timing of fiscal budgets

Helpe hedge inflation by budgeting today's costs to current revenues and tomorrow's costs to future revenues Coeta are aligned to the systems useful life, allowing the playing surface to pay for itself over time

> Efficient payment solution allocated over multiple

# THE SOLUTION FOR YOUR ENTIRE PROJECT

From single-facility turf and track projects to coloseal multi-application sports complexes, we have a comprehensive portfolio of surfacing systems to answer all your needs. The Tarkett Sports family showcases industry-leading brands specialized in their application.

Meet our family.





APPLICATIONS: Artificial Turf - Sports PROJECTS: +25,000 STEPMS: Football, Socoer, Baseball, Softball, Rugby, Leorosse, Field Hookey and Multi-Use.

A leader in artificial turf, FieldTurf is the trusted ohoice of professional franchises, powerhouse collegiste programs, elits high schools and municipalities. FieldTurf systems have been proven to deliver leading performance and safety for over 20 years.





APPLICATIONS: Running Treck PROJECTS: +8,600 SYSTEMS: Outdoor treck, indoor treck, hydraulio banked treck, permanent benked treck end gymnasiums.

Beynon Sports is the premier choice for treak & field surfacing. With the most World Athletics Certified Class I Facilities in the U.S., Beynon Sports is the trusted choice of Heyward Field, powerhouse collegists programs, elite high schools and municipalities. Beynon Sports' appoisized high-performance synthetic ethletic ourfaces are designed for speed, competition, and dely training.





APPLICATIONS: Athletic Flooring PROJECTS: +6,000 SYSTEMS: Basketbell, volleybell, bedminton, gymnesiums, fitness and dence.

Tarkett Sports Indoor offers leading surfacing systems for athletic flooring. Leaders in viryl, wood and polyurethene, Tarkett Sports Indoor can help provide the right flooring solution and design. The systems are certified by leading institutions for eir quelity and outstinability. Designed for performance, sefety and easy maintenance, Tarkett Sports Indoor delivers an unmatched surface experience.



66

"Offering our cliente a turnkey solution is at the core of our values.

These projects are costly, complex, and important purchases for our clients. We pride ourselves on offering innovative products and value to our customers, all while making the entire process easy."

Eddy Sohmitt, President & CEO - Tarkett Sports

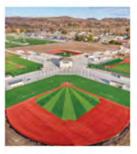




APPLICATIONS: Sports fields, running trecks, & recquet courts PROJECTS: +6,000 SYSTEMS: Post-tensioned concrete base construction.

Renner Sports specializes in post-tensioned concrete base construction for courts, trecks, and fields. Based in Denver, CO, Renner Sports is a leader in post-tensioned concrete, and their experience and expertise deliver an unmatched quality and experience.





APPLICATIONS: Civil construction SYSTEMS: Bese construction, welkways, perking areas and most ancillary facility areas.

Terkett Sports Construction helps bring your feelility to life. Offering leading civil construction expertise and experience, our team helps lead and guide your project from start to finish. From you sport field to walkweys and more, Tarkett Sports Construction has the knowledge and proven results to deliver true value for your program.

## CLASSIC TURF



APPLICATIONS: Sports fields, running trecks, & recquet courts PROJECTS: +600 SYSTEMS: Post-tensioned concrete base construction.

Classic Turf specializes in post-tensioned concrete base construction for courts, tracks, and fields. Based in Woodbury, CT, Classic Turf is a leader in post-tensioned concrete, and their experience and expertise deliver an unmatched quality and experience.

The branch and segments meditioned benefic all firm part of the further Sports division, and the respective legal estates are havely during business as further Sports Daystal.

# 3.4. Bonding Capabilities

#### **3.4.1.** *Bonding.*

Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding company's surety rating.

FieldTurf is owned by Tarkett Group.

See Bonding letter below for additional details.



February 05, 2025

Re: Fieldturf USA, Inc.

To Whom It May Concern:

Please be advised that Federal Insurance Company, a member of the Chubb Group of Insurance Companies, currently has the privilege of bonding Fieldturf USA, Inc. They are licensed and authorized to do business in all states. They have a Treasury Listing of \$462,516,000 and are rated A++ (Superior) with financial size category XV by A. M. Best.

Federal Insurance Company has extended surety credit to Fieldturf USA, Inc. in an aggregate amount of \$250,000,000 with a single job limit of \$30,000,000. However, these numbers do not represent the largest amount the surety would consider. Fieldturf USA, Inc. is completing all current projects in a satisfactory manner.

It is our understanding that Fieldturf USA, Inc. has or will be submitting a proposal to you. We anticipate no problem in providing, should they be awarded, a 100% Performance and Payment in the full amount of the proposal. As always, the surety reserves the right to perform normal underwriting at the time of any bond request, including without limitation to, prior review and approval of relevant contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request. Our consideration and issuance of bonds is a matter solely between Fieldturf USA, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration. Please contact me should you have any questions regarding this valued customer.

Very truly yours,

Jeffrey M. Wilson

McGriff Insurance Services, LLC

2000 International Park Drive, Suite 600 I Birmingham, AL 35243

McOrff Insurance Services, LLC.

## 3.5. Sustainable Company Initiatives

## 3.5.1. Sustainability, Reclamation, and Recycling Initiatives.

Describe the ways in which your company is addressing the issue of sustainability.

#### FieldTurf's Commitment - Sustain the GAME...

#### Building for tomorrow. It's our Sustainability commitment.

That means our innovation isn't limited to product specs. Our promise to keep players safe on our turf has naturally evolved into an obsession — one with a singular focus to completely eliminate its potential to harm not just people but the environment too. Now in everything we do, we strive for the lowest impact on people and the planet.

#### People. Planet. Period. Our Sustainability is focused:

We Conserve Water-Water is essential to life and a human right, and its stewardship is core to our sustainable strategy. From manufacturing to installation, our products address water efficiency, scarcity, and quality.

#### We Build for the Future:

We focus on efficient production, reducing the environmental impact of our own operations, and achieving the highest quality manufacturing certifications. (ISO 9001-2015, ISO 14001-2015, ISO 45001-2018.

#### We Use Sustainable Materials:

We innovate our choice of product components and materials using closed-loop design thinking that respects works and the planet, resulting in a more sustainable product, and the only artificial turf product to obtain Cradle to Cradle™ Bronze certification.

#### We Nurture Human Potential:

People are central to what we do. We make unlocking their innate talents a focus, ensuring they have the agency to take action and fulfill their potential, and we motivate them through transparency and open communication.

#### We Safeguard Athletes:

We were founded with the promise to make athletes safer during the game- and now we extend that promise to all the lives we touch through rigorous safety testing, product performance, and respect for the wellbeing of our people and our communities.

#### The Solution? Artificial Turf!

If you want to find an alternative to pesticides but don't want to sacrifice having a gorgeous lawn free of insects — artificial grass is your environmentally friendly answer! Because synthetic turf doesn't grow and is therefore inhospitable to pests, you won't need weed killers, herbicides, or pesticides.

#### **Running Track, Tennis & Athletic Courts**

FieldTurf USA, Inc. and Beynon Sports Surfaces are industry leaders in LEED certifications and environmental initiatives. FieldTurf has recycled many fields using the raw materials to create many other products including school bags, coasters and even T-shirts. The "green machine" is a patented device that physically separates the needed raw materials for re-processing and eventual integration into new products.

#### How FieldTurf is good for the Environment

Believe it or not, it *is* easy being green. Reducing your shower time by just one minute can save 365 gallons of water a year. Not hosing down your patio or driveway can save 960. And filling your bathtub up halfway can save 3,650. Just imagine how much water installing a FieldTurf artificial grass or synthetic turf system can save.

Actually, you don't have to imagine. Installing a FieldTurf artificial grass system for home landscaping alone can save a whopping 56,000 gallons of water per year. And on an average-sized sports field, that number skyrockets to millions of gallons per year.

When it comes to carbon footprints, there's simply no comparison between natural grass and FieldTurf artificial grass and synthetic turf systems. FieldTurf is lead free and 100% recyclable. We are a proud member of the U.S. Green Building Council and the Environmental Protection Agency's 'Greenscapes' program in addition to continuously setting new environmental standards throughout the synthetic turf industry.

FieldTurf innovates our choice of product components and materials using closed-loop design thinking that respects works and the planet, resulting in a more sustainable product, and the only artificial turf product to obtain Cradle to Cradle ™ Bronze certification.

By choosing FieldTurf artificial turf, you're becoming part of an environmental movement that not only saves clean drinking water, but also:

- Eliminates impact on water resources
- Eliminates the use of billions of pounds of harmful pesticides, fertilizers, fungicides and herbicides, used on natural grass, that can run off into ground water
- Significantly lowers the use of natural gas and other fossil fuels needed to produce lawn care chemicals
- Eliminates fuel-powered mowing, aerating, and re-seeding. Gas-powered lawn mowers alone can cause as much pollution in one hour as 10 cars. FieldTurf systems save millions of gallons of gas a year.
- Eliminates grass clippings that are among the biggest landfill contributors to the greenhouse effect. During the summer months, clippings alone can account for nearly half of a community's waste.
- Drastically lowers the use of paper and plastic products that support maintenance
- Removes millions of tires from landfill sites each year
- Can contribute toward numerous Leadership in Energy and Environmental Design (LEED) credits
- Is less likely to provoke asthma or allergy attacks
- Is not a breeding ground for the MRSA (staph) bacteria

#### We Even Recycle...

When a FieldTurf installation finally comes to the end of its long life – it continues to help our planet. FieldTurf is 100% recyclable, and we were the first company in the industry to remove entire systems and recycle them.

FieldTurf systems have become "new" materials for:

- School bags
- Batting cages

- Barn mats
- Top dressing for natural grass
- Lining for highway barrels and backing for road bases
- Tote bags
- T-shirts

#### **Proven Safe for the Environment**

The environmental benefits of artificial grass have been well documented for years. Hundreds of studies have been completed to discover the truth about any potential risks of artificial turf. Government health ministries and environmental bodies around the world have commissioned extensive research. So have world health organizations, leading universities and independent scientific committees. Elected officials have reacted to the concerns of their constituents by commissioning studies to get the facts – and each time artificial turf has been found to be safe.

Occasionally, groups opposed to artificial turf systems will use creative tactics to make it seem like it they are unsafe or untested – this simply is not true. There has been extensive testing, and ample research is available. You can read what the experts have to say in independent testing, studies and reports on the potential health and environmental impact of artificial turf by downloading this collection of the actual research and conclusions.

The chain reaction of pesticide runoff might go something like this: Well water used by farmers may contain toxins, the well water is consumed and used to water crops, and the crops are then sold to the public. Pesticides have been linked to birth defects and cancer, and the United States has a long history of heavy spray usage. It's vital to be mindful of our own pesticide usage and consider other alternatives, such as artificial grass, to reduce the negative impact of pesticides on the environment.

#### **Running Track, Tennis & Athletic Courts**

Every Beynon track is manufactured in our ISO 9001 certified headquarters in Hunt Valley, Maryland, USA.

#### **Environmental Partners**

Beynon Sports Surfaces maintains its awareness in the green market place by being actively involved with organizations such as:

- USGBC (US Green Building Council)
- ASTM (American Standard testing Methods)
- FSCT (Federal Society of Coatings Technology)
- ACS (American Chemical Society)
- SPE (Society of Plastic Engineers

#### How Beynon is good for the Environment

Beynon Sports Surfaces is committed to not only living up to environmental standards but exceeding them. We lead the industry in research and development to bring our clients the most environmentally friendly products available by using natural polyols and renewable resources as well as removing hazardous materials.

Every product designed and manufactured and every athletic surfacing and running track system installed by Beynon Sports Surfaces contains no heavy metals, by design. This

means that every product formulated by Beynon Sports Surfaces is zero-mercury or mercury free.

Our eco-components and research and development initiatives include:

- 100% SOLIDS PRIMER A two-component primer formulated for use on concrete substrates. Zero solvents are added. The primer is based on a new technology utilizing cashew oil.
- ALIPHATIC COATINGS Beynon Sports Surfaces manufactured and supplied coatings exceed all federal and state regulations for volatile organic compounds (VOC).
- **100% SOLIDS 1-C SPRAY** Beynon Sports Surfaces is the only manufacturer to supply a 100% solids structural spray, thus eliminating exposure to solvents.
- WATER-BASED 1-C SPRAY A superb polyurethane spray coating for use in the
  application of texturing layers with no free isocyanate. Made without harmful
  chemicals, it's ideal for use around turf fields and enclosed areas BEYPUR 160.
  The best way to improve times and the environment.
- **BEYPUR 250 2-C** urethane utilizing natural-based polyols for bio-based polyurethane formulations.
- WATER-BASED 2-C INDOOR COATING Odorless and solvent-free indoor coating for gymnasium and fieldhouse systems.
- **2-C URETHANES** Formulated without heavy metals to create an eco-friendly and non-hazardous system.
- POLYTURF PAD AND POUR LEED® CERTIFIED SYSTEM LEED is a rating system
  developed by the U.S. Green Building Council to set a benchmark for the design,
  construction, and operation of high-performance green facilities. PolyTurf Pad
  and Pour was designed specifically for this market.

GreenLay<sup>™</sup> was first developed and used by Tarkett Sports is 1995. The first installation was a gymnasium facing temperature variations and rising moisture levels due to a nearby river. Today, the same installation is in excellent condition and is still in use after 20 years, with no damage resulting from moisture conditions. Since 1995, there have been 12 million square feet of GreenLay<sup>™</sup> installed worldwide with over 4 million square feet installed in North America. Most notably, there have been zero failures to date when properly installed. GreenLay<sup>™</sup> has revolutionized sports flooring installations to become the new standard for performance and environmental responsibility.

GreenLay™ is a unique installation method for resilient sports flooring that is exclusive to Tarkett Sports' Omnisports Multi-Use, Active+ and PurePlay. It is 98% adhesive-free, tolerates moisture conditions up to 92% relative humidity per ASTM F2170, and saves costs relative to a moisture barrier. With less adhesive, GreenLay™ is also easier to remove and recycle at the end of its long life.

## PROTECT PEOPLE AND THE PLANET. THAT'S OUR SUSTAINABILITY COMMITMENT AT BEYNON SPORTS.

The goal of being an increasingly environmentally conscious organization has always been a key driver behind our product development and innovation objectives. Investment in sustainability has been part of our story for decades as we've continued to evolve as a trusted surfacing solution for countless communities of all sizes across the country.

By embodying a socially conscious design that embraces a commitment to both the environment and people, Beynon has remained focused not only on engineering solutions but also educating our customers on their benefits. We do this by harnessing the expertise of a team comprised of the world's most respected and knowledgeable track coaches, polyurethane research chemists, and installation personnel. Their pursuit of new environmentally sensitive technology is essential to driving our field surfacing innovation.

Empowered by their insights, Beynon's outdoor track & field and indoor fieldhouse systems are built to last and provide a surface that has unmatched durability and boasts the longest lifecycle of any sports surface on the market. The trust evoked by our track and field systems is evidenced by the over 7,500 installations in North America.

#### **BEYNON'S MANUFACTURING SUCCESS**

Fully vertically integrated, Beynon Sports is a leading producer of single and two-component polyurethane elastomers, coatings, and adhesives for sports and specialty applications. Manufactured in Maryland, Beynon products are proudly Made in America, with quality management systems certified to ISO 9001-2015.

When compared to sheet good (a prefabricated surface solution that cannot be resurfaced and is consequently disposed of) or latex systems, polyurethane offers a seamless surface with proven long-term durability, leading shock absorption, and easy maintenance.

The achievements below highlight Beynon's unwavering dedication to innovation and sustainability:

- 2022: Awarded EcoVadis Gold medal Tarkett Group.
- 2022: 8 systems achieve USDA Certified Biobased product certification, BioPreferred Program.
- **2013**: 14 systems achieve GreenGuard Gold, UL's highest level of certification for low air emissions.
- **2010**: Designed first polyurethane athletic surfacing system to feature a biobased gel layer containing more than 50% renewable plant-based material.
- **2007**: Introduced first high-performance environmentally friendly waterborne polyurethane structural spray.
- **2006**: Introduced first high-performance environmentally friendly waterborne polyurethane coating.
- **2005**: Designed unique thixotropic pore sealer supplied in IBC totes, eliminating the need for over 400 plastic pails per project.

#### STRIVING FOR A SUSTAINABLE FUTURE

In addition to offering track systems that have been tested and proven at thousands of locations across the U.S., we are backed by a wide field of experts across the Tarkett Sports family. This team ensures that we not only maintain our sustainability standards but also continue to strive for the next steps in innovation. The gains made from that commitment and ambition then get passed to our customers, who reap the benefits of having sustainable, world-class track systems that will endure for decades.

#### **Tarkett Indoor Synthetic Courts:**

#### **ENVIRONMENTAL RESPONSIBILITY**

Environmental responsibility is a broad endeavor in which Tarkett is committed to being an industry leader. As winner of the BFM/Ernst & Young Green Business Award in 2011 and a member the KKR Green Portfolio program, Tarkett is consistently proving its dedication to environmental progress. The Tarkett approach is based on Cradle to Cradle® principles, which account for environmental impact across the entire life cycle of a particular product, from initial manufacturing to end-of-life. It is a circular approach to design that attempts to create a sustainable loop of production, use, and reuse, with minimal environmental effect and optimal product performance in the process. To achieve these goals, Tarkett divides the product life cycle into four groups: good materials, resource stewardship, People-Friendly Spaces, and Reuse and Recycle. These categories not only assist Tarkett in focusing our design efforts, they offer consumers a framework to evaluate sports flooring across its entire life-cycle. Environmental data for each of Tarkett Sports' flooring options is presented in the context of these four criteria.

#### **Good Materials**

Good materials are safe for people and the environment. Ideally, they are capable of reentering a technological or biological cycle, meaning they can be recycled into newly manufactured products or be returned to the ecosystem. Tarkett's dedication to using good materials also involves meeting or exceeding all regulatory standards, such as the REACH program or California Proposition 65.

#### **People-Friendly Spaces**

The health of people during product use and maintenance is a consideration that cannot be overlooked in the pursuit of environmental responsibility. It incorporates factors such as indoor air quality that can affect the well-being of individuals who suffer from asthma and allergies in particular. Tarkett is the flooring industry leader in producing products with exceptionally low emissions of volatile organic compounds (VOCs) and exceeds all regulatory standards. In this way, Tarkett is committed to creating People-Friendly Spaces through healthier flooring options.

#### **Reuse and Recycle**

To create a truly circular product design, a product must be either reused or recycled at the end of its useful life. It is a priority that the materials contained in flooring do not prevent it from being incorporated back into new products. Tarkett has a history of recycling as the industry's largest recycling operation since 1957, including both preconsumer and post-consumer recycled content.

Several of Tarkett's indoor Flooring options have LEED credits. Omnisports flooring can be nearly 100% recycled at the end of its life especially with Tarkett Sports GreenLay, which is virtually 98% adhesive free.

https://www.tarkettsportsindoor.com/wp-content/uploads/2020/02/Booklets-OMNISPORTS-LEED-TS-Indoor-FEB2020.pdf

Lowering our product impact- Because sustainable sport is integral to the wellbeing of our communities, preserving our ecosystems is a part of what drives all of our product innovation. After all, if there's no planet, there's no play.



#### **MAKING A REAL DIFFERENCE EVERY YEAR**

#### **GREENER PRODUCTS**

Discover the FieldTurf products that are leading the change. Our unwavering commitment to quality and innovation helps power our drive to Change The Game for athletes and for the planet.

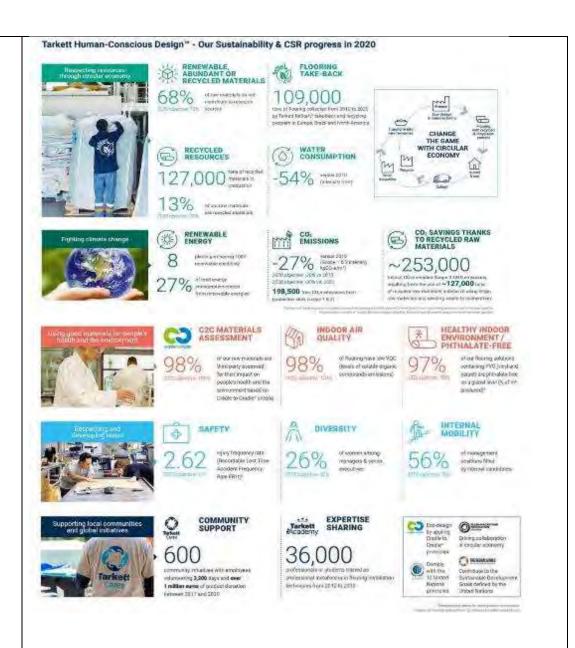
#### **DRIVING THE FIELD TO ZERO**

When it comes to waste, we have a simple mission: create a future where none of our products ever makes it to a landfill. Getting there isn't just a journey; it's a quest. It's why we've devoted our research and development efforts to tackle the complexity required to recycle old turf. It's why we repurpose key materials from end-of-life installations to create the advanced components of future products.

And it's why we continue to be the forefront of developing technology to expand end-of-life turf applications — transforming would-be waste and dispersed materials into useful new products with renewed value.

While we may not have an exact date, and don't want to throw out an obscure year in the future, our dedication of **DRIVING THE FIELD TO ZERO** is very much alive.

#### Follow our journey:



**Greener Products:** Discover the FieldTurf products that are leading the change. Our unwavering commitment to Quality and innovation helps power our drive to Change The Game for athletes and for the planet:

- VersaTile: The ultimate drainage and shock underlayment solution, VersaTile
  delivers the perfect mix of drainage and shock absorption. Made from recycled
  post-industrial turf and thermoelastomers, VersaTile transform excess into a
  green solution.
- ThermaGreen: SportLite by ThermaGreen is a nonwoven Geotextile shock and drainage pad. Made of post-industrial cross linked polyethylene, every field installed helps divert over twelve truck-loads of foam from landfills.
- **Re-Cover:** Instead of removing and disposing an aged field, FieldTurf Re-Cover installs a new field on top of the existing surface. The process repurposes the existing field to help provide added safety and performance to the new field.
- **Ecomax:** The infill system utilizes extruded composite pellets made up of recycled post-industrial turf and thermoplastic elastomer that offers a green solution without sacrificing performance and durability.

- **Finding New Homes:** Many aged sports fields have been repurposed for landscape or recreational use. The System might no longer be right for competitive activities but still has a lot of life for other settings. We encourage and help organizations donate their aged surface to local communities.
- Greenboard: The innovative technology combines "nonrecyclable" plastics and postconsumer turf to make a durable and 100% recycled fiber-reinforced composite board with zero wood content.

Tarkett has reached the highest level of maturity a company can achieve in the CDP. The company is now part of the top 2% best performing companies out of 24 800 companies that are assessed by CDP on climate data.

CDP is a global non-profit that runs the world's leading carbon disclosure platform and is considered as the gold standard in the assessment of corporate climate strategy.

Early in 2023, Tarkett's climate roadmap was approved by the Science Based Targets initiative (SBTi). Since 2023, the company is included in the annual Europe's Climate Leaders Ranking by Financial Times and Statista. In September 2024, Tarkett had achieved a Platinum Medal by sustainability rating platform EcoVadis, setting a new benchmark in the flooring and sports surfaces industry.

#### 4. PRICING

#### 4.1. Cost Proposal

#### 4.1.1. Pricing Model.

Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.

Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

FieldTurf is submitting line-item pricing for our products and services. Each line item not-to-exceed unit price includes materials, labor/installation, and freight (except outside of domestic US).

FieldTurf offers our best prices and the best value for CCOG members. Although all prices are not-to-exceed, often priced projects are less than the published not to exceed prices due to economies of scale and FieldTurf's commitment to pass on the best price possible to customers. There is no maximum quantity or limit for products that can be purchased. There are minimum purchase limits put in place but purchases can be made below the minimum threshold using RS MEANS UBP.

<u>Total Acquisition Cost</u>: The pricing included from FieldTurf per unit is fully described as the total cost of acquisition where products/services account for materials, products, labor, installation, so the goods are operational for the intended purpose at the member's location.

<u>Prevailing Wage:</u> FieldTurf and our subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis Bacon Act, applicable to this RFP and Equalis Group Members.

Discounts are available based on scope of work, economies of scale, and volume on a project by project basis (due to the nature of the individual projects). Additional courtesy discounts are also offered on RS MEANS site projects.

Site work or products services not listed on FieldTurf Equalis price schedule will be priced via RS MEANS.

Custom or owner specified products and services that are not listed on the FieldTurf Equalis price schedule or RS MEANS, will be priced via Alternative Costing Method as indicated in price schedule.

Equalis, the public sector, customers, and their legal or audit team will be able to use the FieldTurf Equalis price schedule, proposal, RS Means estimate and breakdown (all provided by FieldTurf upon request) to complete their audit to ensure compliance with the Master agreement. See sample proposal, RS MEANS estimate and breakdown below in section 4.1.2.

The first step in proposal compliance review is to assure that the current Equalis contract number, due diligence link, and logo are on the proposal. The second step is to confirm that the price per unit is equal to or less than the price per unit on the Equalis price schedule. The third step is to confirm that if there is any site work or unit book pricing scope of work that a RS MEANS estimate is generated for additional audit purposes. Finally, SmartBuy can generate an Equalis breakdown for the customer that links the proposal to the price schedule and RS MEANS estimate. See below for an example. SmartBuy also confirms that the Equalis fee is accounted for and eventually remitted to Equalis. The proposal, RS MEANS estimate, and breakdown can all be provided to the customer, their legal team, and their audit team for compliance purposes and review.

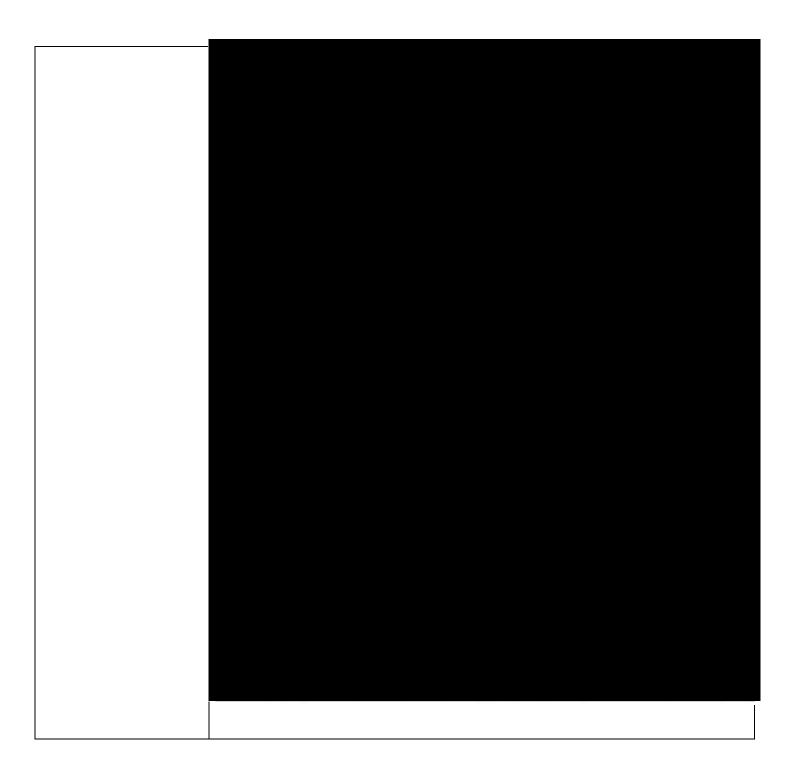
#### 4.1.2. Auditable.

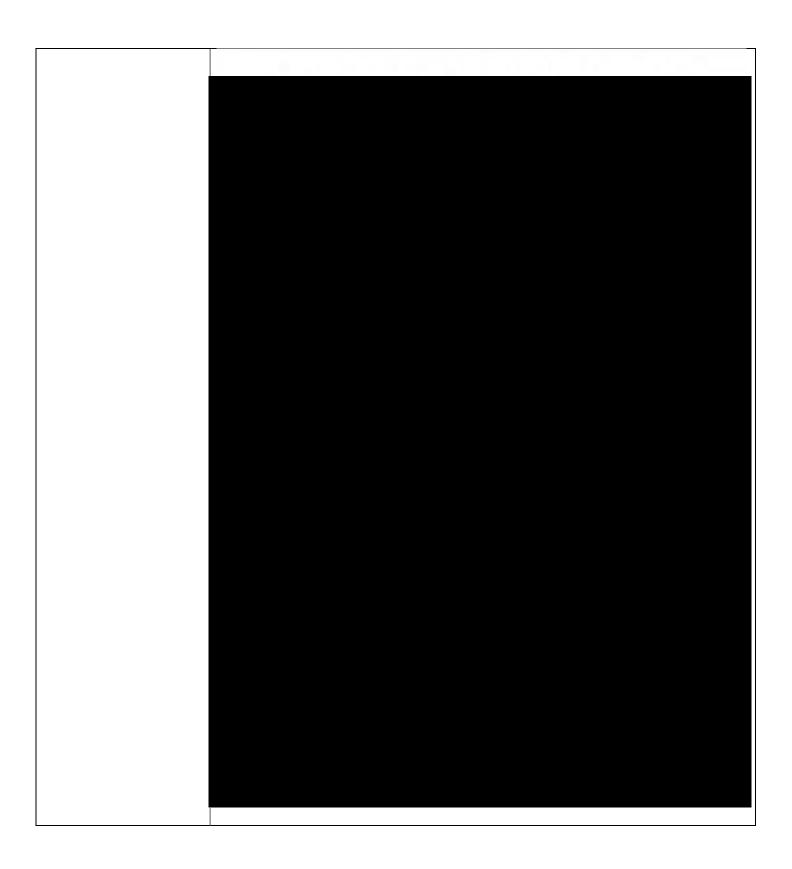
Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.

The public sector, customers, and their legal or audit team will be able to use the FieldTurf Equalis price schedule, proposal, RS Means estimate and breakdown (all provided by FieldTurf upon request) to complete their audit to ensure compliance with the Master agreement. See sample proposal, RS MEANS estimate and breakdown below.

The first step in proposal compliance review is to assure that the current Equalis contract number, due diligence link, and logo are on the proposal. The second step is to confirm that the price per unit is equal to or less than the price per unit on the Equalis price schedule. The third step is to confirm that if there is any site work or unit book pricing scope of work that a RS MEANS estimate is generated for additional audit purposes. Finally, SmartBuy can generate an Equalis breakdown for the customer that links the proposal to the price schedule and RS MEANS estimate. See below for an example.

SmartBuy also confirms that the Equalis fee is accounted for and eventually remitted to Equalis. The proposal, RS MEANS estimate, and breakdown can all be provided to the customer, their legal team, and their audit team for compliance purposes and review.





4.1.3.	Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.	The prices offered in your Cost Proposal are:  ☐ lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.  ☐ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.  ☐ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.  ☐ not applicable. Please explain below.
4.1.4.	Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.	Shipping costs are included in our customer proposals. Shipping to Alaska or Hawaii can cause the shipping price to rise as noted on our pricing notes.  Shipping and Freight to Canada, Hawaii, Alaska or other areas outside of the continental US is not included in standard. Primary pricing and will be an additional cost based on site location. Additional shipping costs will be based on the cost to transport equipment and materials from the closest US port to the job site. Additional costs may also be added for crew transportation and accommodations to any site outside of the continental US.

## 4.1.5. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.

NOTE: For a definition of Open Market Items, please refer to <u>Part One,</u> <u>Section 5.4 – Other</u> <u>Pricing Scenarios</u>. Pricing of Open Market, Sourced Goods, or site work will be addressed using one of the following formats:

1. **Alternative Method of Costing:** covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and /or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and /or produced to meet the requirements of an individual project or sole source. This is only for custom items that the customer specifies that cannot be priced via UPB or RS MEANS.

Alternative methods of costing - percent of overhead/markup to cost	Percent	25%
Discounts offered of alternative costing methods (cost + profit & overhead) Rate of discount.	Percent	10%

- 2. **Unit Price Book via RS MEANS** estimate will be obtained for projects with site work line items not included in FieldTurf Equalis product pricing spreadsheet. RS MEANS is self contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.
- 3. **R.S. Means or Equivalent Unit Pricing Book.** Pricing included in the Cost Proposal are calculated using R.S. Means or equivalent UPB and may be used for Labor and Materials. Pricing will be submitted as a coefficient of the UPB line-item pricing. State, local, or regional modifiers may be utilized (as per regional city index).

R.S. Means Multiplier/Factor - Normal Hours	Coefficient	0.99
R.S. Means Multiplier/Factor - Out Side of Normal Hours	Coefficient	1.15

# 4.1.6. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are NOT included in the Cost Proposal. This

FieldTurf's unit prices include supply, installation, and freight. Some projects may have additional permitting requirements that the customer is responsible for paying for and would be an increase in the cost of acquisition. Regarding some remote locations, there may be additional mobilization charges or to meet customer's requirements, additional mobilization charges may be incurred.

a.) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless listed in project proposal/scope of work.

would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.

- b.) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage.
- c.) Installation of any electrical, mechanical, or plumbing associated with the field construction area not listed in project proposal/scope of work.
- d.) This proposal is based on our designed dynamic base drainage system and internal storm water calculations. We anticipate the local municipalities accepting this system during the permitting phase. If not accepted, additional costs may be required to construct an alternate drainage system.
- e.) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees.
- f.) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; if unsuitable soils are encountered, a price to remedy these areas can be negotiated and priced via RS MEANS.
- g.) Union labor other labor law levies-unless specified in project proposal.
- h.) Taxes or Testing Fees- unless specified in project proposal.
- i.) Any work or costs not included in the project proposal, scope of work.

## 5. Go-To-Market Strategy

#### 5.1. Respondent

Organization

al Structure

& Staffing of

Relationship

#### 5.1.1. Key Contacts.

Provide contact information and resumes for the person(s) who will be responsible for the following areas;

- Executive Contact
- Contract Manager
- 3. Sales Leader
- Reporting Contact

- 1. Executive Contact: Darren Gill & Eddy Schmitt
- 2. Contract Manager: Sarah Morehead
- 3. Sales Leader: Eric Fisher & Jamie McDonald
- 4. Reporting Contact: Alanna Yellowbear
- 5. Marketing Contact: Iannick Disanza

Primary Points of contract for Equalis contract is Sarah Morehead & Eric Fisher.

5. Marketing Contact.

\*\*\*Indicate who the primary contact will be if it is not the Sales Leader.

FieldTurf has one of the most experienced and knowledgeable teams in the industry. By choosing us, you're selecting a partner that is committed to you; and we're with you for the long term. From start to finish, your team of FieldTurf experts is ready to help turn your dream facility into reality. Let's Change the Game together.

#### MEET OUR LEADERSHIP TEAM



Eddy Schmitt, MBA
President & CEO, Tarkett Sports
eddy.schmitt@tarkettsports.com

HEC Paris, University of Chicago Booth School of Business, Vienna University of Economics and Business



Drew Beynon, MBA Chief Operating Officer drew.beynon@tarkettsports.com

 Bucknell University University of North Carolina

Over 20 years with Tarkett Sports



Jamie MacDonald
Senior Vice-President of Sales,
North America
jamie.macdonald@tarkettsports.com

- Purdue University
- Over 15 years with FieldTurf

## 5.1.2. Sales Organization.

Provide a description of your sales organization, including key staff members, the size of the organization, inhouse vs. thirdparty sales resources, geographic territories, vertical market segmentation, etc.

FieldTurf, Beynon, and Tarkett Sports Sales teams span the entire United States. Tarkett Sports is vertically integrated, and the sales teams work together to provide customers a bundled package of products and services that meet their customers sports facility needs. See the lists below of the Senior Leadership Team, FieldTurf Sales Team, Beynon Sales Team, and Tarkett Sports Sales Teams plus other key staff members.

#### **OUR TEAM**



FieldTurf has one of the most experienced and knowledgeable teams in the industry. By choosing us, you're selecting a partner that is committed to you; and we're with you for the long term. From start to finish, your team of FieldTurf experts is ready to help turn your dream facility into reality. Let's Change the Game together.

#### MEET OUR LEADERSHIP TEAM



Eddy Schmitt, MBA
President & CEO, Tarkett Sports
eddy,schmitt@tarkettsports.com

 HEC Paris, University of Chicago Booth School of Business,
 Vienna University of Economics and Business



Drew Beynon, MBA Chief Operating Officer drew.beynon@tarkettsports.com

- Bucknell University
   University of North Carolina
- Over 20 years with Tarkett Sports



Jamie MacDonald Senior Vice-President of Sales, North America jamie.macdonald@tarketteports.com

- Purdue University
- Over 15 years with FieldTurf

#### **HOW WE CHANGE THE GAME**



WE MAKE

Everything we do, and the way we do it, is almed to make the process easier for you. We focus on ensuring your experience is memorable and hassle-free.



WE INSIST ON QUALITY

We don't cut corners.
We've invested in quality materials, quality menufecturing and quality teams to deliver sustainable surfaces that make a difference for your program.



WE INVEST IN INNOVATION

We're dedicated to an endless pursuit of innovation through science. Designed and tested at the FieldTurf Innovation and Performance Center, our systems set the bar in their respective classes. Our gamechanging innovations continue to change the game.



WE GIVE BACK

Giving back to communities and youth sports is at the core of our values. Through pertnerships with Make-A-Wish Georgia, Socoar in the Streets, USA Footbell and numerous others, Field furf continues to Change the Game.

#### **Jed Easterbrook**

Regional Vice President Rocky Mountain Region Tarkett Sports FieldTurf-Beynon-Renner

Denver Office: 303-775-6773 Salt Lake Office: 801-448-5656

Email: Jed.Easterbrook@tarkettsports.com

#### Jamie MacDonald

Senior Vice President of Sales - North America

**Tarkett Sports** 

FieldTurf / Beynon / Tarkett Sports Construction

175 N Industrial Blvd NE Calhoun Georgia 30701 USA

Tel: +1 815-482-8942 Mobile: 815-482-8942 Fax: +1 514-340-9374

Email: jamie.macdonald@tarkettsports.com

#### Jonathan Huard

Regional Vice President, Central Region

FieldTurf USA, Inc. 251 Newton Ave. Glen Ellyn IL 60137 USA

Tel: +1 630-474-9817 Mobile: +1 630-697-4566 Fax: +1 630-474-9818

Email: Jonathan. Huard@fieldturf.com

#### **Donny Jones**

Regional Vice President FieldTurf USA, Inc.

Arizona \* Alaska\* Washington WA Office: 360-668-8989 AZ Office: 602-284-8987 Mobile: 206-817-2048 Email: donny@ftnw.com

#### Perry DiPiazza

**NE Regional Vice-President of Sales** 

FieldTurf USA, Inc. Tel: +1 201-776-7767 Fax: +1 201-857-2142

Email: Perry.Dipiazza@fieldturf.com

#### **Rob Gloeckner**

Vice President, Western Region TSP FieldTurf USA, Inc. 19600 SW 129th Avenue Suite A Tualatin Oregon 97062 USA

Tel: +1 503 563 6396 Mobile: +1 503-803-3060

Email: rob.gloeckner@tarkettsports.com

#### **Construction/Design/Engineering Related Consultants:**

#### Fritz Ballard, PE (TX), LEED AP ND, CPESC

Director of Civil Engineering FieldTurf USA, Inc. FL CGC#1507328/#1527582 755 Causey Road

Murrells Inlet SC 29576 USA

Tel: +1 843 450 2104

Email: Fritz.Ballard@fieldturf.com

#### Lisa J. Rosauer, CFB (Certified Field Builder)

Civil Estimator and Construction Manager FieldTurf USA, Inc. 903 N Opdyke Road Suite A1 Michigan 48326 USA

Tel: +1 612-990-6522

Email: lisa.rosauer@tarkettsports.com

#### **Chris Hulk, PE (Professional Engineer)**

Director of Design and Construction – NE FieldTurf USA, Inc.

Cell: 203-676-4445

Email: christopher.hulk@fieldturf.com

#### **Christopher Chisam RLA, LEED AP**

Director of Construction Quality West Region Tarkett Sports 9792 Swan Lake Dr. Granite Bay Ca 95746 USA

Tel: +1 916-346-8543

Email: christopher.chisam@tarkettsports.com

#### **Jeff Yoos**

Regional Director Operations FieldTurf USA, Inc. 2555 Washington Rd. Suite 630 Pittsburgh PA 15241 USA

Tel: +1 412-835-7060 Mobile: +1 412-475-3339 Fax: +1 412-835-7063

Email: jeff.yoos@external.fieldturf.com

#### **Todd Grimes, CTB (Certified Track Builder)**

Director of Construction, Beynon Sports

Tel: +1 503-805-2637

Email: Todd.Grimes@tarkettsports.com

#### **Todd Bresee**

SW Regional Construction Manager FieldTurf USA, Inc. / Tarkett Sports

Tel: 817-690-5296

Email: todd.bresee@fieldturf.com

#### **Tarkett Sports Construction**

**Based in Texas** 

Specializes in the design and construction of Sports Facilities, focusing on artificial turf, running tracks, and tennis/pickleball courts.

Francisco Vazquez

Email: francisco.vazquez@external.tarkett.com

#### **Gregory Weisbrich**

Construction Manager WA/OR CESL FieldTurf USA, Inc. 25119 142nd Ave SE Meridian Valley, WA 98042 USA

Tel: +1 425 246 8087

Email: greg.weisbrich@tarkettsports.com

#### **Estimating:**

#### **Marie-Christine Raymond**

Vice President of Customer Operations FieldTurf USA, Inc. Tarkett Sports 7445 Cote-de-Liesse Suite 200 Montreal Quebec H4T 1G2 Canada

Email: mraymond@fieldturf.com

#### **Michael Vincent**

Vice President of Construction & Estimating FieldTurf USA, Inc.
903 N Opdyke Road Suite A1
Auburn Hills Michigan 48326 USA

Tel: 248-860-2893

Email: michael.vincent@fieldturf.com

Function	Name	Title	Phone	Email
Contract Manager	Sarah Morehead	Director of Operations - SmartBuy	503- 267- 0165	Sarah.morehead@smartbuycooperative.com
Coop Sales Manager	Eric Fisher	Director of Sales	503- 708- 6548	Eric fisher@smartbuycooperative.com

Marketing Manager	lannick DiSanza	Director of Marketing	514 885- 8638	iannick disanza@tarkettsports.com
Customer & Support Manager	Thomas Mullins	Vice President of Installations	706- 280- 6548	Thomas.mullims@tarkettsports.com
Distributors, Dealers, Installers, Sales Reps	Jamie MacDonald, Craig Yancy	Regional VP, Regional Sales Manager Installer, RS Global, Turf Dogs States: AL, MS, TN	815- 482 8942 205- 908 5608	Jamie MacDonald@fieldturf.com
	Donny Jones	Regional Sales Manager, Regional VP Installer: FieldTurf Construction States: AK, AZ, WA	707- 586- 8873	Donny.jones@fieldturf.com
	Tim Coury	Regional Sales Manager, Regional VP Installer FieldTurf Construction States: CA (South of Fresno), NV	707- 586- 8873 404- 229 4135	tcheldturf@gmail.com
	Andrew Rowley / Steven Sosa;	Regional Sales Manager, Regional VP States: CA (North of Fresno), NV	707- 529- 8459	androw@fioldturfnorcal.com
	Jed Easterbrook	Regional VP Southwest, Rocky Mountain Regional Manager Installer: Beyond the Turf, RS Global, FieldTurf Construction	512- 632- 9181	Jed Easterbrook@fieldturf.com
	Androw Dyjak	Regional VP, NE Regional VP of Sales Installer. RS Global, Beyond the Turf States: CT, ME, MA, NH, RI, VT	860- 333- 7839	Andrew.Dyiak@heldturf.com
	John McShane; Jim Shanahan	Regional Sales Manager, Regional VP States: MD, VA	301- 907- 4727 610- 585- 8707	John McShane@fieldturf.com james.shanahan@fieldturf.com
	Chris <u>Wedge</u> ; Jamie MacDonald	Regional Sales Managor, Regional VP of Sales Installer RS Global States: FL	352- 242- 7620 815- 482- 8942	Chris Wedge@fieldturf.com  Jamie.MacDonald@fieldturf.com
	Jonethan Hoard Brian Smykowski	Regional VP, Regional Sales Manager States: IL	440- 221- 9620 773- 569- 1038	Jonathan Huard@fieldturf.com brian.smykowski@fieldturf.com
	Blake Conters: Jonathan Huard	Regional Sales Manager, Regional VP States: IL (South), IN, MI, WI	440- 221- 9620 773- 569- 6814	blake centes@fieldturf.com Jonathan.Huard@fieldturf.com

Matthew Cole, Jonathan Huard	Regional Sales Manager, Regional VP States: IA, MN, NE, ND, SD	216 339 5393 773- 569 6814	Matthow.Colo@fieldturf.com Jonathan.Huard@fieldturf.com
JC Field; Jonathan Huard	Regional Sales Manager, Regional VP States: KY, OH	520- 241- 4118 773- 569- 6814	ic field@fieldturf.com Jonathan Huard@fieldturf.com
Bill Bamber, Jim Shanahan	Regional Sales Manager, Regional VP States: DE (North DE), East PA	484- 432- 9380 610- 585- 8707	bill bambor@fieldturf.com james.shanahan@fieldturf.com
Chris Patton, Jamie MacDonald	Regional Sales Manager, Regional VP States: LA, OK, TX	469- 534- 6398 815- 482- 8942	chris pallon@tarkettsports.com  Jamie.MacDonald@heldturf.com
Bryan Cox; Jamie MacDonald	Regional Sales Manager, Regional VP States: LA, TX	512- 925 9788 815- 482- 8942	bryan.cox@tarkettsports.com  Jamie MacDonald@fieldturf.com
Brandon Parrott Jamie MacDonald	Regional Sales Manager, Regional VP States: TX	815- 482- 8942	brandon parrott@tarkett.com  Jamie MacDonald@fieldturf.com
Eric Lutz, Jamie MacDonald	Regional Sales Managor, Rogional VP States: TX	512- 868- 7424 815- 482- 8942	eric.lutz@tarkettsports.com  Jamie.MacDonald@fieldturf.com
Steve Coury	Regional Sales Manager, Regional VP States: ID, HI, OR	404- 229- 4135	scouryfieidturf@gmail.com
David Ross: Jamie MacDonald	Regional Sales Manager, Regional VP States: AR, KS, MO	816- 886- 8097 815- 482- 8942	david.ross@fieldturf.com Jamie MacDonald@fieldturf.com
Will Johnson; Jim Shanahan	Regional Sales Manager, Regional VP States, DE (Dover & South), MD	302- 507- 6671 610- 585-	william johnson@fieldturf.com james.shanahan@fieldturf.com

	Josh Keov Jamie MacDonal		Regional Sale: Manager, Reg States: GA, T of Nashville)	ional VP	404- 556- 8265 815- 482- 8942	iosh keown@fieldturf.com Jamie.MacDonald@fieldturf.com
	Patrick Zent Jim Shanahan Regional Sales Manager, Regional States: NC, 30		ional VP	724- 825- 8765 610- 585- 8707	patrick zeni@fieldturf.com james,shanahan@fieldturf.com	
	Conner Schlegel Jim Shans	Conner Regional Sales Manager, Regional VP States: PA (West),		610- 301- 2462 610-	connor.schlegel@fieldturf.com james.shanahan@fieldturf.com	
	Perry DiPlazza		Regional VP States: NJ, N	Y	585 8707 201- 776 7767	perry dipiazza@external fieldfurf.com
	Darren Gil	r	Executive Vice President Canada		514 375- 2584	dq@@fieldturf.com
Consultants & Trainers	Thomas Mullins		Vice President Installations	t of	706- 280- 6383	Thomas Mullins@tarkettsports.com
Technical, Maintenance & Support Services	Christapo Papazian		AP&AR Mana Finance	iger -	514- 375- 2616	Christapor.Papazian@tarkettsports.com
Quotes, Invoicing & Payments	Thomas Mullins		Vice President Installations	t of	706- 280- 6383	Thomas Mullins@tarkettsports.com
Warranty & After the Sale	Christapo Papazian		AP&AR Mana Finance	iger -	514- 375- 2616	Christapor Papazian@tarkettsports.com
Financial Manager	Jennifer Hopper		Chief Financia	al Officer	514- 375- 2591	jennifer.hopper@tarkettsports.com
Running Track Sales and Beynon Sports President	John Beynon	Pre	sident	410-93	5-4058	ibeynon@beynonsports.com
Tarkett Sports COO	Drew Beynon	Tari	kell Sports O	443-41	7-6797	Drew.Beynon@tarkettsports.com
Marketing Manager	lannick DiSanza	annick Direct DiSanza Mark		514 885	5 8638	iannick.disanza@tarkettsports.com
Indoor Synthetic Sports Flooring Technical Manager	William Thornton	Indo Floo Tec	th American oor Sports oring chnical	706 383	3 5847	William.Thomton@tarkettsports.com
Indoor Synthetic Court Surfaces	Stephane Leudet de la Vallee	Indo	e President oor Products th America &	770-510	0-3423	Stephane Leudet@tarkettsports.com

#### **Tarkett Sports Indoor RSM 2024 Territory Coverage**



#### TarkettsPOF

#### **Beynon Sports Sales Teams for Running Tracks and Outdoor Courts:**

- Everett Bratsch ND, SD, NE, MN, IA
- Dennis Regan-KS, MO, OK, AR
- Doug Wilson- TX, LA, GA, FL
- Seth Sheridan-MS, KY, TN
- Kenny Smith-NC, SC
- Bill Teten-IL, MI, IN, OH, IL
- Tom Mitchell-NY, NJ
- Bryan Mitterling-PA, WV
- Mark Scrivano/Beynon VA, Wash DC, MD, DE
- Andrew Dyjak ME, VT, NH, MA, RI, CT
- Renner Sports CO, UT, MT, WY
- Reed McNeil & James Traynor- OR, WA, ID,
- Mason Farnsworth- CA
- Cody Taylor OR, WA, ID (Courts)



#### 2025 BSS East Sale, PM, Contracts Contact Information

Region	Name	Sales Cell	Sales Email	PM	PM Cell	@BeynonSports.com
1	Main Office	410-771-9473	Jreinke@BeynonSports.com	Justin Reinke	443-401-2528	Jreinke@beynonsports.com
2	Bill Teten Bill Moffitt	402-250-1826 614-784-5152	Bteten@BeynonSports.com Bmoffitt@beynonsports.com	Brooks Michel	443-761-2862	Bmichel@beynonsports.com
3	Bryan Mitterling	610-608-4998	Bmitterling@BeynonSports.com	Ivan Carrico	443-761-8156	Icarrico@beynonsports.com
4	Tom Mitchell	443-610-4661	Tmitchell@BeynonSports.com	Justin Reinke	443-401-2528	Jreinke@beynonsports.com
5	Kenny Smith	336-848-9112	Ksmith@BeynonSports.com	Ivan Carrico	443-761-8156	Icarrico@beynonsports.com
6	Seth Sheridan	615-892-0382	Ssheridan@BeynonSports.com	Kyle Cross	443-800-2167	Kcross@beynonsports.com
7	Serge Silva	315-436-8892	Ssilva@BeynonSports.com	Bryan Divenanzio	443-834-9586	Bdivenanzio@BeynonSports.com
	Everett Bratsch	612-900-5130	Ebratsch@BeynonSports.com	Luke Gerbes	443-987-5868	Lgerbes@BeynonSports.com
,	Dennis Regan	316-641-5970	Dregan@BeynonSports.com	Bryan DiVenanzio (Jeff Taylor)	443-834-9586 410-960-1226	Bdivenanzio@BeynonSports.com Raylor@beynonsports.com
10	Doug Wilson	512-639-3466	Doug.Wilson@TarkettSports.com	Connor Smith	443-761-0773	Jreinke@beynonsports.com

Region	Contract Administrator	<b>Cell Phone</b>	Email Address
1, 2, 3, 4	Katy Frederique	443-761-8156	Kfrederique@BeynonSports.com
5, 6, 7	Mardel Miller-Kowalewski	443-933-1508	Mmiller-kowalewski@BeynonSports.com
8, 9, 10	Lisa August	443-690-8144	Laugust@BeynonSports.com

FieldTurf USA, Inc. is owned by Tarkett Group.

The following FieldTurf Authorized Distributors/Resellers can issue Equalis proposals, accept PO's, contracts, payment on behalf of FieldTurf USA, Inc. for Equalis Projects include:

- Beynon Sports Surfaces Inc.
- L.E.R. Inc. (dba as Renner Sports)
- Classic Turf Company LLC
- Tarkett Sports Construction a division of FieldTurf USA, Inc.
- Tarkett Sports Indoor- a division of FieldTurf USA, Inc.
- Precision Construction & Contracting LLC (PCC)
- FieldTurf USA, Inc.
- Benchmark Contracting Inc.
- Mid-Atlantic Sports Construction- a division of FieldTurf USA, Inc.

## 5.2. Contract Implementation

Strategy & Expectations

## 5.2.1. Contract Expectations.

What is your company's strategy to increase market share in the public sector

FieldTurf will continue to promote and increase use of the Equalis contract nationwide. Equalis is a very beneficial coop contract that we will continue to leverage across all divisions of Tarkett Sports including indoor courts, outdoor courts, synthetic turf fields, running tracks, and related construction/site work projects. SmartBuy will educate our internal sales teams on how to promote Equalis and how to incorporate Equalis into their sales presentation to municipal customers.

while leveraging an Equalis Group Master Agreement? FieldTurf will continue to market and promote Equalis contract to internal sales teams, external partners and municipalities nationwide.

- FieldTurf: 50% market share

- Beynon: 80% market share

#### 5.2.2. Five (5) Year Sales Vision & Strategy.

Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years.

Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.

FieldTurf, Beynon, and Tarkett Sports have nationwide sales teams that are educated on the Equalis cooperative purchasing experience. The sales teams will be updated on the Equalis Group contract which they will continue to incorporate into their sales presentations immediately upon award. FieldTurf and Beynon websites will continue to provide information regarding the Equalis Group contract information. Sales teams are required and incentivized to use cooperative purchasing contracts over the RFP option. Equalis Group will be specifically preferred due to their innovative cooperative purchasing approach, contractual viability, and their partnership commitment. FieldTurf will pursue new field/track/court options as well as the field replacement arena across all municipalities. FieldTurf starts the selling process early with municipalities so that we can educate the owner on the benefits of cooperative purchasing over the RFP process. This technique helps to significantly increase new business opportunities and drive more projects to cooperative purchasing and Equalis Group. We also encourage cross marketing with other Equalis vendors and customers.

FieldTurf and Tarkett Sports have had several new company acquisitions in the past year. When new companies are incorporated into the organization, they are required to participate in on going cooperative purchasing training sessions where they are introduced to Equalis and educated on how to sell, promote, and justify for customers the benefits of Equalis.

FieldTurf USA, Inc. is very familiar with how to successfully market or leverage cooperative purchasing contracts to a variety of public and private institutions.

Immediately upon award, FieldTurf will begin marketing the Equalis contract. These steps include but are not limited to:

- FieldTurf SmartBuy Division explain to current and future EQUALIS members the
  value and benefits on Contract Selling. Attend requested board meetings, council
  meetings, etc. as part of our team to provide owners complete procurement
  information and opportunities for their sports surfaces project.
- Provide familiarity/knowledge of member cooperative procurement options.
- Include FieldTurf logo, product information, and when applicable, project.
   Testimonies and articles in the EQUALIS cooperative marketing literature and brochures and website.
- Attendance of national and local conferences promoting partnership.
- Integrate current subcontractors and architects into the EQUALIS fold by explaining the value-added nature of the contract highlighting:
  - a) Its simplicity and ease of use.
  - b) Its defined, preferential pricing
  - c) Its proven potency in the marketplace
  - d) Which entities have used it and why
  - e) Attend customer/ client meetings to promote the EQUALIS contract in conjunction with architects/ subcontractors

f) Demonstrate (through sales figures and other data) the current success of the contract and its potential to grow with continued understanding and participation. Many subs and architects do not fully realize the potential of the contract- our job is to change that.

#### **FieldTurf Marketing Plan for Equalis:**

Below are several sections that describe the strategic steps FieldTurf/Beynon/SmartBuy will use to market the EQUALIS contract:

#### **Information About SmartBuy**

SmartBuy is the dedicated Cooperative Purchasing Division of FieldTurf/Beynon. With over 50 years of combined experience and over \$1 billion revenue in cooperative purchasing, the SmartBuy team has enabled hundreds of municipalities including public schools, colleges, universities, cities, park/recreation departments, and counties to purchase their desired FieldTurf sports field, Beynon running track, or Beynon court. The following steps will be used to market the EQUALIS contract:

- Corporate Top Down Instruction to incorporate EQUALIS into sales presentations.
- Continued Education for the nationwide Beynon and FieldTurf sales teams and regional Vice President Team
- SmartBuy-Dedicated Team to Market and Manage EQUALIS Contract
- Promoting EQUALIS Contract to Municipalities
- Print Advertising and direct mailing
- Trade Show attendance
- Electronic, Web, and Social Media site advertising

FieldTurf is aware that the marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to end user.

FieldTurf and Beynon have developed unique partnerships throughout the US enabling us to serve all our clients in all 50 states and abroad. In addition, FieldTurf USA, Inc has a dedicated Cooperative Purchasing Team. The team consists of:

SmartBuy Sales Director: Eric Fisher

Operations Director: Sarah Morehead

Project Managers: Mistie Beaudoin, Kelly Taylor

Project Administrator: Alanna Yellowbear

Eric Fisher is responsible for implementing sales strategies, attending lunch & learns, conferences and educating the FieldTurf and Beynon Sales Personnel. Eric has over 18 years' experience in cooperative purchasing.

Sarah Morehead is responsible for the proposal, bid compilation and pricing aspects of the program. Sarah has more than 20 years of experience in cooperative purchasing.

Mistie reviews Turf, Track, Court, Indoor Flooring, and Customer Service proposals for Equalis pricing compliance; provides Cost Breakdowns and other documents requested by customers. She monitors customers' PO's, job status, and payment completion to schedule payment of Equalis admin fees.

Kelly reviews Track, Court, Indoor Flooring, and Customer Service proposals for Equalis pricing compliance; provides Cost Breakdowns and other documents requested by customers. She monitors customers' PO's, job status, and payment completion to schedule payment of Equalis admin fees.

Mistie & Kelly are responsible for sending proposal submittals and other information to owners, responsible for reporting, contract documentation and any additional client needs.

Alanna supports the team by providing supporting coop documentation such as cooperative purchasing project lists, state statutes and project administration.

The FieldTurf Cooperative Purchasing "SmartBuy" Division Team has worked with many cooperative state agencies successfully to market, educate and guide municipal members in their purchase FieldTurf synthetic fields. Our division has generated more than 1 billion dollars in total co-op contracts resulting in approximately 10 million dollars in revenue for cooperative purchasing agencies.

#### **SECTION A:**

Sales teams work with Equalis member regarding project scope of work, sports surfacing products, budget, and time frame. FieldTurf and Beynon project managers generate customer proposals with relative EQUALIS pricing and language. Customer reviews and approves proposal and then issues a PO to FieldTurf. Simple, legal, quick process to meet the customer's needs.

#### **SECTION B:**

SmartBuy is the dedicated full time, Cooperative purchasing division for FieldTurf/Beynon. Eric Fisher, SmartBuy Director of Sales, is responsible for working with the FieldTurf Marketing and Sales Divisions to personally implement sales strategies with municipalities and to educate the FieldTurf and Beynon Sales personnel. Eric is committed to marketing the Equalis contract.

SECTION C: The marketing plan will be managed by SmartBuy in the Tualatin, Oregon office. SmartBuy works nationwide to EDUCATE THE FIELDTURF AND BEYNON SALES TEAMS.

There is absolutely a stated corporate commitment to using the Equalis Contract. The CEO of FieldTurf will require that the turf and track sales teams promote Equalis in their sales presentations. SmartBuy already has a sales team education process in place and processes in place to handle a high volume of Cooperative Purchasing projects through EQUALIS.

SmartBuy has substantial resources committed to marketing the Equalis Contract including the power of the entire FieldTurf corporate marketing division which puts us in the position to:

 Explain EQUALIS contractual language to EQUALIS members so <u>all</u> parties are on the same page.

- Explain the "who/ what/ when/ where/ why" with sales forces and EQUALIS members to successfully land EQUALIS based accounts.
- Market at trade shows with EQUALIS.
- Generate co-branded fliers.
- Sponsor & attend events to get in front of EQUALIS clients. Attend requested board meetings, council meetings, etc. as part of our team to provide owners complete procurement information and opportunities for their sports surfaces project.
- Provide familiarity/knowledge of member state's cooperative procurement options.

Sample Equalis Proposal provided in section: 6.1.4 (Self-Audit) of this bid response.

Sample Equalis Marketing/Project list provided below:



### **PURCHASING MADE EASY**

THE ULTIMATE SUFACE EXPERIENCE AND SELECTION FROM SMARTBUY



SPORT SURFACES AVAILABLE THROUGH THE EQUALIS CONTRACT:



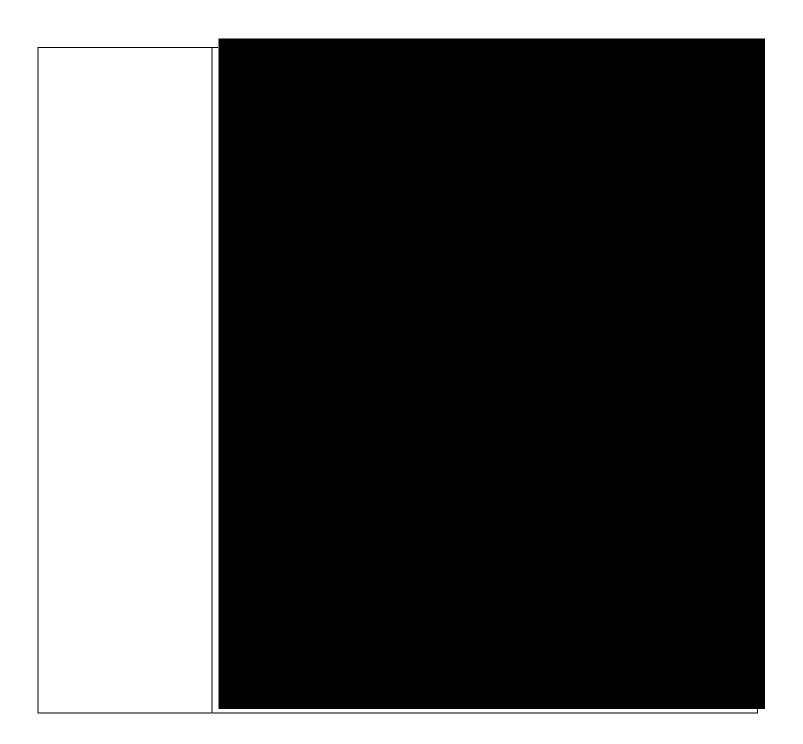
- Beynon Running Tracks
- FieldTurf Synthetic Turf
- Tarkett Sports Indoor/Outdoor Courts
- · Complete Surface Construction

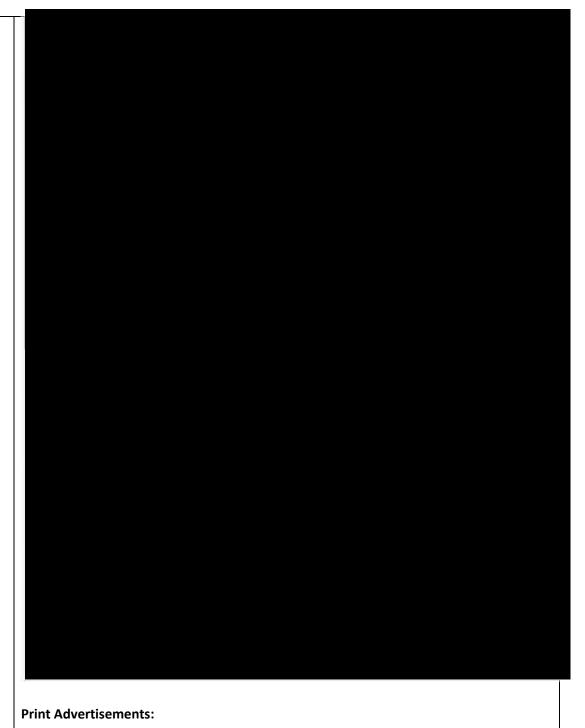
Equalis Group' utilization of the lead agency model for competitively bid contracts, provides our participants' the savings they expect and the efficiencies and peace of mind they deserve within the procurement process.

Surfaces have already been bid at a national level so there is no need to duplicate the Bid process per Equals #2020.05.2.

BENEFITS OF THE SMARTBUY PURCHASING PROGRAM:

- Pre-determined, preferential pricing.
- Eliminate duplication and expense of bid process.
- Turn-key process.
- Expedite the purchase/installation of sport surface.
- . Obtain the products you want at the competitive prices.





FieldTurf advertises in several industry nationwide publications and in over 30 state/regional publications. Our typical advertising budget exceeds \$120,000 annually.

#### FieldTurf & Beynon Print Advertising

FieldTurf advertises in all major industry publications including:

- o American Football Monthly
- o Athletics Administration
- o Athletic Business
- o Athletic Management
- Coach & Athletic Director

- Coaching Management
- Collegiate Directories
- Government Recreation & Fitness
- Park & Recreation Business
- Recreation Management
- Sportsfield Management

In addition to these nationwide publications, FieldTurf advertises in over 30 state/regional

publications. Our typical advertising budget exceeds \$120,000 annually.

#### **Trade Shows**

FieldTurf attends well over 200 trade shows per year nationwide. At each of these shows FieldTurf makes our best efforts to educate potential clients about the benefits of using EQUALIS.

Our Equalis program managers will personally attend a large number of the shows as well.

Alabama High School Athletic Directors & Coaches Association

Alberta Recreation and Park Association

Alberta School Business Officials

All-Star Sports Week

American Baseball Coaches Association

American Football Coaches Association

American Institute of Architects

American School Administrators

**American School Business Officials** 

American Society of Landscape Architects

AQLM – Association of Quebec municipalities

Arizona Interscholastic Athletics Administrator's Association

Arizona Parks and Recreation Association

Arkansas High School Coaches Association

Arkansas School Boards Association

Association of School Business Officials Intl.

Association of the U.S. Army Exposition

**Athletic Business** 

Athletic Business K-12 Summit

**Athletic Equipment Managers** 

Boys & Girls Club

British Columbia Recreation and Parks Association

California Association of School Business Officials

California Association of Recreation and Park Districts

California Foundation of Community Colleges

California Park & Recreation Society

California State Athletic Directors Association Conference

Coalition for Adequate School Housing

Colorado Association of School Boards

Colorado Athletic Directors Association

Connecticut Association of Independent Schools

**Connecticut Association of Athletic Directors** 

Connecticut Conference of Municipalities

**Connecticut Recreation & Parks Association** 

Council of Educational Facility Planners Intl.

Eastern Collegiate Athletic Conference

**Facilities Operators Conference** 

Federation of Canadian Municipalities

Florida Association of Counties

Florida Association of School Business Officials

Florida Educational Facility Planners Association

Florida Interscholastic Athletic Administrators Association

Florida Recreation & Park Association

Georgia Association of School Facility Administrators

Georgia Athletic Coaches Association

Georgia Recreation & Park Association

Golden Triangle Coaches Clinic

**Golf Industry Show** 

Greenbuild

Greenbuilders 2010

Home Builder's Show

Idaho Association of School Administrators

Idaho Athletic Administrators Association

**IHRSA** 

Illinois Association of Park Districts

Illinois Association of Park Districts (IPRA/IAPD) Conference

Illinois Association of School Boards

Illinois Athletic Directors Association

Illinois Park & Recreation Association

Indiana Interscholastic Athletic Administrators Association

Indiana School Boards Association

International County Management

Iowa High School Athletic Directors Association

Kansas Association of School Boards

Kansas Interscholastic Athletic Administrators Association

Kansas Recreation & Park Association - Administration

Kentucky High School Athletic Association

Louisiana High School Athletic Association

Maryland Association of School Business Officials

Maryland Recreation and Parks Association

Michigan Interscholastic Athletic Administrators Association

Michigan Interscholastic Athletic Administrators Association Conference

Michigan School Business Officials

Minnesota Football Coaches Clinic

Mississippi Coaches Association

Missouri Association of School Administrators

Missouri Interscholastic Athletic Administrators Association

Missouri School Boards Association

**Montana Coaches Association** 

NAHB International Builders' Show

National Association of Basketball Coaches

National Association of Church Business Administration

National Association of Collegiate Directors of Athletics

National Association of Collegiate Directors of Athletics Convention

**National Association of Counties** 

National Athletic Directors Conference & Exhibit Show

**National Athletic Trainers Association** 

National High School Athletic Coaches Association

National Institute of Governmental Purchasing

National Intramural Recreation & Sports Association

National Intramural-Recreational Sports Association Conference & Expo

**National League of Cities** 

National Recreation and Park Association

**National School Boards Association** 

**National School Plant Managers Association** 

National Soccer Coaches Association of America

**National Soccer Coaches Convention** 

New England Football Coaches Clinic

New Jersey - Directors of Athletics Association of New Jersey

New Jersey Chapter of the American Society of Landscape Architects

**New Jersey Conference of Mayors** 

New Jersey Park and Rec

New Jersey School Board Association

New Jersey School Building & Grounds Association

New Jersey State League of Municipalities

**New Mexico Activities Association** 

New York State Athletic Administrators Association

Northwest All Sports Clinic

Ohio Association of School Business Officials

Ohio Interscholastic Athletic Administrators

Ohio School Board Association

Oklahoma Coaches Association

Oklahoma State School Boards Association

Ontario - Park and Rec Ontario

Ontario Association of School Business Officials

Ontario Colleges Athletic Association

**Ontario School Business Officials** 

Oregon Association of School Business Officials

Oregon Athletic Directors Association.

Oregon Schools Facilities Management

Pennsylvania Association of School Business Officials

Pennsylvania Recreation & Park Society

Pennsylvania School Boards Association

Pennsylvania School Business Officials

Pennsylvania State Athletic Directors Association

Pet Care Services Association

Pet Care Services Association Convention & Expo

**PGA Merchandise Show** 

San Angelo Football Clinic

School and College Building Expo

Soccer Champions Coaches Clinic

South Dakota Interscholastic Athletic Administrators Association

**Sports Turf Association** 

**Sports Turfs Managers Association** 

Stadia Expo

Stadium Managers Association

Tennessee Interscholastic Athletic Administrators Association

TES - Education Show

Texas Association of School Administrators

Texas Association of School Business Officials

Texas High School Athletic Directors Association

Texas High School Coaches Association

**United States Specialty Sports Association** 

**US Youth Soccer Workshop** 

Utah Interscholastic Athletic Administrators Association

Virginia Association of School Business Officials

Virginia Interscholastic Athletic Administrators Association

Virginia Recreation & Park Society

Washington Association of School Business Officials

Washington Secondary Schools Athletic Administrators Association

Wisconsin Athletic Directors Annual Conference

Wisconsin Athletic Directors Association

Wisconsin State Education Convention

Worship Facilities Expo

**Wyoming Coaches Association** 

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

#### Website - 35,000 visitors per month

www.fieldturf.com

www.beynonsports.com

www.smartbuycooperative.com

http://www.fieldturf.com/smartbuy-purchasing-program/

#### **Direct Mailing**

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

#### **Social Media:**

**Twitter** 

Facebook

Instagram

#### **5.2.3.** *Sales Objectives.*

What are your top line sales objectives in each of the five (5) years if awarded this contract? Year 1 goal: 10 million in contract value. (FieldTurf has this in the Pipeline currently for

Equalis projects at about 85% confidence that customer will proceed)

Year 2 goal: 12 million contract value

Year 3 goal: 15 million in contract value Year 4 goal: 15 million in contract value

Year 5 goal: 15 million in contract value

The goals above are conservative based on Tarriff threats and other varying economic

factors. FieldTurf will strive to exceed the goals listed above.

# 6. ADMIN FEE & REPORTING

# 6.1. Administration Fee & Reporting

# 6.1.1. Administrative

Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically between two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

Please provide your proposed Administrative Fee percentage or structure.

**NOTE**: The proposed Administrative Fee language for this contract

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is based on the terms disclosed in the Attachment A – Model Administration Agreement.

# 6.1.2. Sales & Administrative Fee Reporting.

**Equalis Group** requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.

Yes, FieldTurf will meet this reporting requirement. FieldTurf does request quarterly admin fee reporting since our projects have a longer duration. Quarterly reports are more useful and productive. FieldTurf is well versed in providing accurate, timely coop admin fee reports and has a team dedicated to ensuring that the fees are properly tracked, reported, and remitted.

# 6.1.3. **Contract** Utilization *Tracking.* Define the specific, stepby-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in your Customer Relationship Management ("CRM"), sales system, or Enterprise Resource Planning ("ERP") system. Include any individuals and/or teams involved in this process.

FieldTurf uses a sophisticated sales and project management software system called Syspro to track all proposals, prices, coops, awards, change orders, invoices and payments. Syspro also tracks materials needed, ordered, delivered, installed, and allows for progress payment tracking.



Below is an abbreviated list of Equalis projects that are under contract and being tracked in Syspro for completion percentages, invoices, payments, change orders, etc. Every month this information is updated to reflect current status of the project. Each project has a Syspro Quote number, a job number and a coop identification number. Additionally, the project list is used to market FieldTurf's Equalis contract success to other municipalities. This list is also used in conjunction with Syspro to provide the Equalis quarterly report and admin fee payments to Equalis.



Teams involved include the previously shown Turf PM team, Turf Sales teams, SmartBuy Team and project managers, Tarkett Sports accounting team, Tarkett Sports Finance Team, and the Senior Leadership Team.

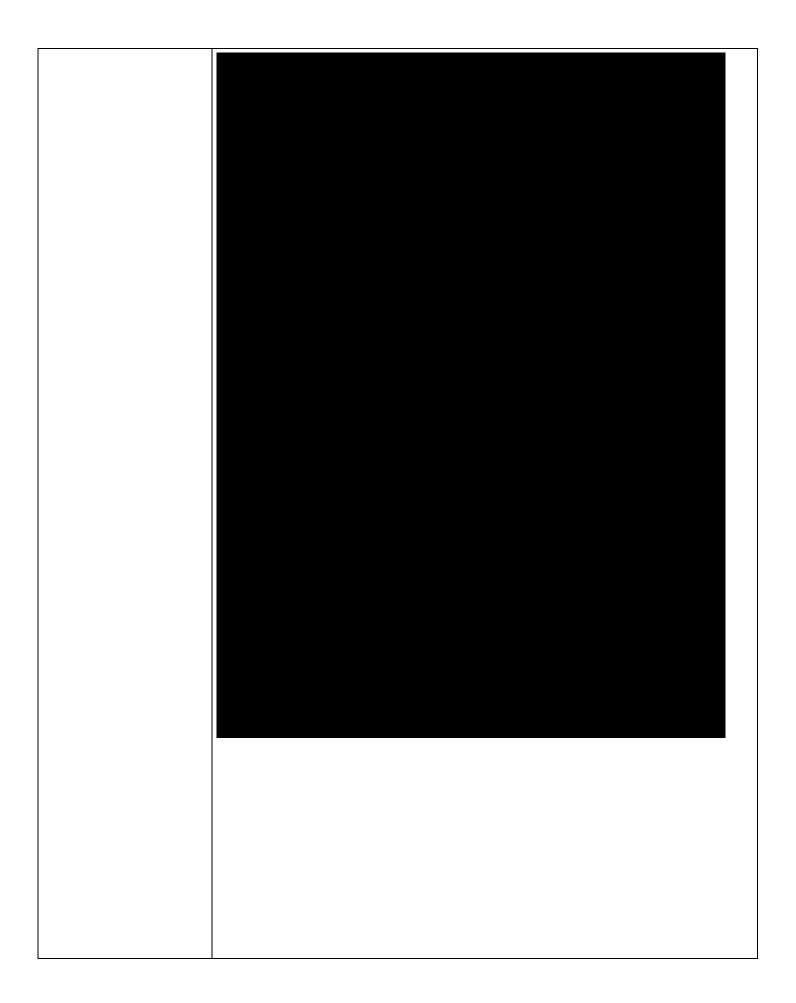
Consultants & Trainers	Thomas Mullins	Vice President of Installations	706- 280- 6383	Thomas.Mullins@tarkettsports.com
Technical, Maintenance & Support Services	Christapor Papazian	AP&AR Manager - Finance	514- 375- 2616	Christapor.Papazian@tarkettsports.com
Quotes, Invoicing & Payments	Thomas Mullins	Vice President of Installations	706- 280- 6383	Thomas.Mullins@tarkettsports.com
Warranty & After the Sale	Christapor Papazian	AP&AR Manager - Finance	514- 375- 2616	Christapor.Papazian@tarkettsports.com
Financial Manager	Jennifer Hopper	Chief Financial Officer	514- 375- 2601	jennifer.hopper@tarkettsports.com

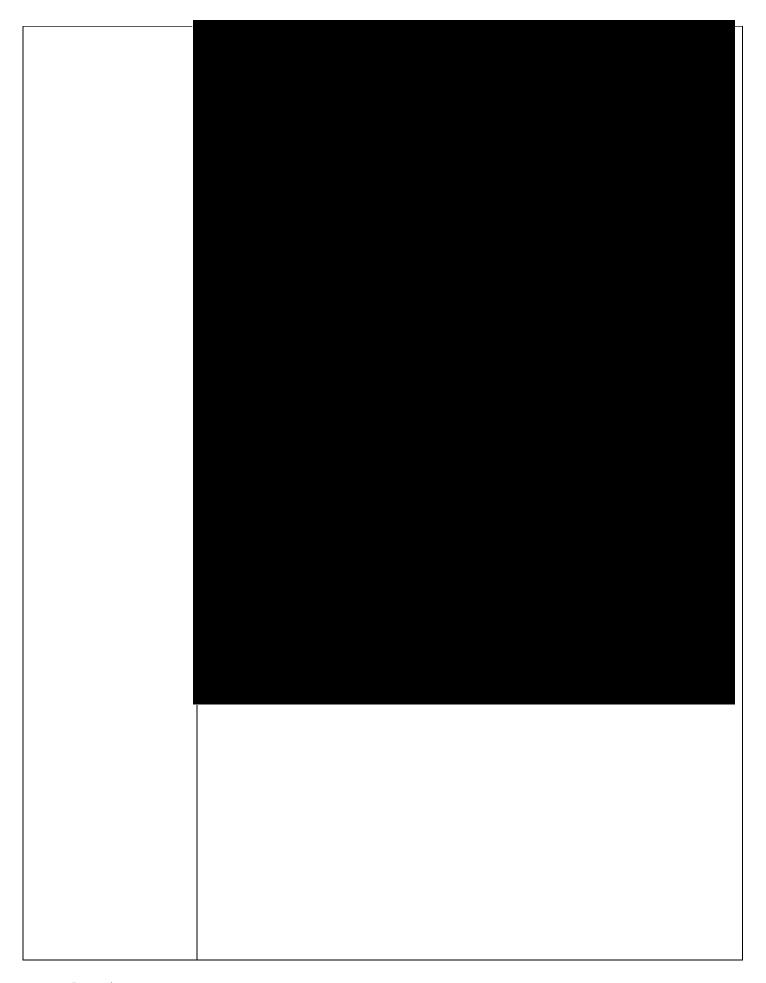
Contract Operations Manager	Sarah Morehead	Director of Operations SmartBuy	503-267-0165	Sarah morehead@smartbuycooperative.com
Coop Sales Manager	Eric Fisher	Director of Sales	503-708-6548	Enc fisher@smartbuvcooperative.com
Running Track Sales and Beynon Sports President	John Beynon	President	110 935 4058	ibeynon@beynonsports.com
Tarkett Sports COO	Drew Deynon	Tarkett Sports COO	443-417-8797	Drew Beynon@tarkettsports.com
Marketing Manager	lennick DiSanza	Director of Marketing	514 885 8638	iannick disenza@tarkettsports.com
Indoor Synthetic Sports Flooring Technical Manager	William Thornton	North American Indeer Sports Flooring Technical	706 383 5847	William Thornton@tarkettsports.com
Indoor Synthetic Court Surfaces	Stephane Leudet de la Vallee	Vice President Indoor Products North America & EMEA	770 510 3423	Stephane Leudet@tarkettsports.com

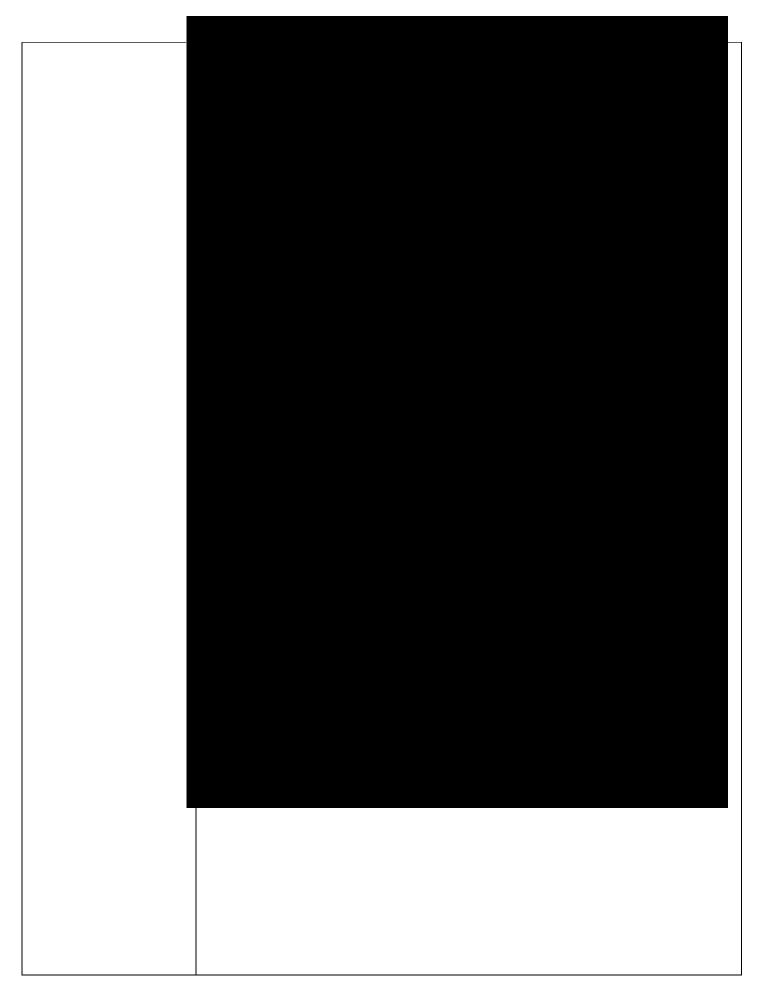
#### 6.1.4. Self-Audit.

Describe any selfaudit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that your sales organization provides, and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

FieldTurf's cooperative purchasing team, SmartBuy, is responsible for self-audit processes. SmartBuy reviews all Equalis coop proposals before they are published to the customer to confirm that they are compliant with the FieldTurf Equalis coop contract. The first step in proposal compliance review is to assure that the current Equalis contract number, due diligence link, and logo are on the proposal. The second step is to confirm that the price per unit is equal to or less than the price per unit on the Equalis price schedule. The third step is to confirm that if there is any site work or unit book pricing scope of work that a RS MEANS estimate is generated for additional audit purposes. Finally, SmartBuy can generate an Equalis breakdown for the customer that links the proposal to the price schedule and RS MEANS estimate. See below for an example. SmartBuy also confirms that the Equalis fee is accounted for and eventually remitted to Equalis. The proposal, RS MEANS estimate, and breakdown can all be provided to the customer, their legal team, and their audit team for compliance purposes and review.









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# **PROPOSAL FORM 2: COST PROPOSAL**

A template for the Cost Proposal has been included as <u>Attachment B</u> and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

# **PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**

<u>Diversity Vendor Certification Participation</u> - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans' business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a.	Minority Women Business Enterprise
	Respondent certifies that this firm is an MWBE: Yes No
	List certifying agency: Click or tap here to enter text.
L	Creal Dusings Enterprise (CDE) on Disadventered Dusings Enterprise (#DDE//)
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")
	Respondent certifies that this firm is a SBE or DBE: Yes No
	List certifying agency: Click or tap here to enter text.
c.	Disabled Veterans Business Enterprise (DVBE)
	Respondent certifies that this firm is an DVBE: $\square$ Yes $\square$ No
	List certifying agency: Click or tap here to enter text.
d.	Historically Underutilized Businesses (HUB)
	Respondent certifies that this firm is an HUB: Yes No
	List certifying agency: Click or tap here to enter text.
e.	Historically Underutilized Business Zone Enterprise (HUBZone)
	Respondent certifies that this firm is an HUBZone: $\square$ Yes $\bowtie$ No
	List certifying agency: Click or tap here to enter text.
f.	Other
	Respondent certifies that this firm is a recognized diversity certificate holder: Yes XNo
	List certifying agency: Click or tap here to enter text.

# **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

FIELDTURF USA, Inc.					
STATE	License Number	License Class			
Alabama	51948	General Contractor			
Alabama	S-40652	Sub-Contractor			
Alaska	CONE33631	General Contractor			
Arizona	314411	Dual KA			
Arkansas	172490623	General Contractor			
California (Public Works License-DIR)	1000004625	DIR license			
California	849044	Contractor Registration			
Delaware	2008203565	331-Contractor-Resident			
Florida	CGC1507328	General Contractor			
Georgia	GCCO005138	General Contractor Company			
Idaho (PWC)	PWC-C-16674-AAA-4	20790, 02740, 02310			
Idaho (Burreau of Occupational Licenses - non-	RCE-38454				
public bids)					
Illinois Department of Human Rights	IDHR # 120963-00	n/a			
Indiana	20230616	General Contractor			
Iowa	C106260	Registered Contractor			
Louisiana	CL.0045097	artificial turf, specialty, recreation & sporting facilities			
		& golf courses			
Minnesota	IR714564	Contractor Registration			
Mississipi	16435-SC	Asphalt, Excavating, Grading & Drainage			
Montana	156033	Construction Contractor			
Nebraska	44678-22	Contractor Registration			
Nevada	68611	C10 Limited to synthetic turf only			
*New Jersey	631021	Public Works Contractor			
*New Jersey		School Development Authority Prequal			
New Mexico	363013	GF05 and GB98 (General Builder);			
New Mexico	2471720120608	Department of Public Works (Workforce Solutions)			
North Carolina	66648	General Contracting			
North Dakota	49661	Class A Contractor			
Oregon	181583	GC - Commercial & Residential			
Rhode Island	40614	Class C Commercial			
South Carolina	G116980	BD5 GD5 H15 BT5 MS5 RR5 WL5			
Tennessee	57455	S-Athletic & S-Running			
Utah	7330453-5501	E100, S310, S500			
Virginia	2705106035	Class A Highway & Rec Facility			
Washington	CC01 FIELDU1955JH	Construction Contractor			
West Virginia	WV043760	General Building			
Wyoming *depends on county/city	3564	General			
Wyoming *depends on county/city	3074	Excavation & Grading			
Wyoming *depends on county/city	3075	Miscellaenous			

# PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under O.R.C. Chapter 9.24 prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

Is your c	company the subject of any unresolved findings for recoveries?
	Yes
$\boxtimes$	No

# **PROPOSAL FORM 6: MANDATORY DISCLOSURES**

#### 1. Mandatory Contract Performance Disclosure.

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. <u>As with any large company engaged in multiple construction markets throughout the United States, FieldTurf USA</u>, Inc. is occasionally added as a party to legal proceedings. However, FieldTurf is not currently involved in any breach of contract claims or lawsuits.

#### 2. Mandatory Disclosure of Governmental Investigations.

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. In the last 10 years, on one occasion, FieldTurf USA, Inc. used a subcontractor who, unbeknownst to FieldTurf, was not registered in the State of New Jersey. As the general contractor, FieldTurf received a citation but was not required to pay a fine. The matter is closed and has been fully resolved.

# PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

×	Yes							
	No							
If yes,	, how will Si	ipplier disclose which	n organization(s) v	will have access	to the Maste	Agreement? Th	nis list can be up	odated

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

# Respondent Response:

The following FieldTurf Authorized Distributors/Resellers can issue Equalis proposals, accept PO's, contracts, payment on behalf of FieldTurf USA, Inc. for Equalis projects:

- · Benchmark Contracting Inc.
- Beynon Sports Surfaces Inc.
- Classic Turf Company LLC
- EasyTurf/FieldTurf Commercial, a division of FieldTurf USA, Inc.
- FieldTurf USA, Inc.
- L.E.R. Inc. (dba as Renner Sports)
- Mid-Atlantic Sports Construction- a division of FieldTurf USA, Inc.
- Precision Construction & Contracting LLC (PCC)
- Tarkett Sports Construction a division of FieldTurf USA, Inc.
- Tarkett Sports Indoor- a division of FieldTurf USA, Inc.

# PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.

I, Darren Gill, hereby certify and affirm that\_FieldTurf USA, Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

#### AND

- I, Darren Gill, hereby certify and affirm that FieldTurf USA, Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:
- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard
  (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau
  of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

#### AND

I, Darren Gill, hereby certify and affirm that FieldTurf USA, Inc., is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

#### AND

I, Darren Gill, hereby certify and affirm that FieldTurf USA, Inc. either is not subject to a finding for recovery under <u>ORC</u> <u>Section 9.24</u>, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Darren Gill, hereby affirm that this proposal accurately represents the capabilities and qualifications of <u>FieldTurf USA</u>, <u>Inc.</u>, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

Darren Gull Executive VICe President Warch 27, 2025

# PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:

Printed Name:

Darren Gill

Company Name:

FieldTurf USA, Inc.

175 N. Industrial Blvd. NE, Calhoun, GA

Mailing Address:

30701

Email Address:

dgill@fieldturf.com

Job Title:

**Executive Vice President** 

# **PROPOSAL FORM 10: DEBARMENT NOTICE**

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: FieldTurf USA, Inc.

Mailing Address: 175 N. Industrial Blvd NE, Calhoun, GA 30701

Signature

Title of Signatory: Darren Gill, Executive Vice President

# **PROPOSAL FORM 11: LOBBYING CERTIFICATIONS**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by <u>Section</u> <u>1352, Title 31, U.S. Code</u>. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

- 1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Darrengal, Executive VicePresident

Signature:

Date:

March 27, 2025

# **PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS**

#### 1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

#### 2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Darren Gul, Executive Vice President

Signature:

Date: March 27, 2025

# PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? Click or tap here to enter text.

(Initials of Authorized Representative)

# PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### 2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree? Yes
(Initials of Authorized Representative)

# 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### 4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner or subrecipient must be prohibsited 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.

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### 5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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 Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### 7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

(3CFR Part 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 Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority ofher than Executive Order 12549.

Does Respondent agree? Yes

(Initials of Authorized Representative)

# 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### 10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Respondent agree? Yes

(Initials of Authorized Representative)

# 11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree? Yes

(Initials of Authorized Representative)

# 12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? Yes

(Initials of Authorized Representative)

#### 13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? Yes

(Initials of Authorized Representative)

# 14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? Yes

(Initials of Authorized Representative)

# 15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? Yes

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Printed Name:

Darren Gill

Company Name:

FieldTurf USA, Inc.

Mailing Address:

175 N. Industrial Blvd NE, Calhoun, GA 30701

Job Title:

**Executive Vice President** 

# PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?

No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 1. Access to Records

#### For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree?

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."
Does Respondent agree? (Initials of Authorized Representative)
2. Changes
FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.
Does Respondent agree: VES (Initials of Authorized Representative)
3. Use of DHS Seal, Logo, and Flags
The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
Does Respondent agree? (Initials of Authorized Representative)
4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding
This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
Does Respondent agree? (Initials of Authorized Representative)
5. No Obligation by Federal Government
The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
Does Respondent agree? YES (Initials of Authorized Representative)
6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? \_\_\_\_YES (Initials of Authorized Representative)

# 7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? (Initials of Authorized Representative)

# 8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? YE

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Printed Name:

Darren Gill

Company Name:

FieldTurf USA Inc.

Mailing Address:

175 N. Industrial Blvd NE, Calhoun, GA 30701

Job Title:

**Executive Vice President** 

# **PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS**

# Please answer the following question. If yes, please complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services	Yes
available to public agencies in the State of Arizona?	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

#### **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

#### AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

#### AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

#### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs

beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

# Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

#### Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree?

(Initials of Authorized Representative)

Date: March 27, 2025

# **PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS**

# Please answer the following question. If yes, complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the	Yes
State of New Jersey?	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	FieldTurf USA Inc.
Street:	175 N. Industrial Blvd NE
City, State, Zip Code:	Calhoun, GA 30701

#### Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

#### OR:

I, Click or tap here to enter text, a partner in Click or tap here to enter text, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

## OR:

I, Darren Gill, an authorized representative FieldTurf USA, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

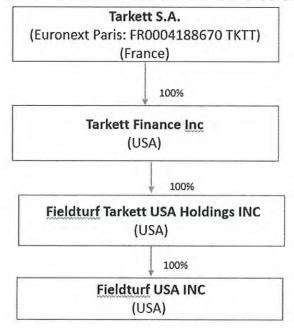
Name	Address	Interest
Ivanic	Addi C33	interest

FieldTurf Tarkett USA Holdings, Inc.	175 N. Industrial Blvd NE	100%	
noramgo, mar	Calhoun, GA 30701		
the first of the second control of the secon	tements and information contained h	erein, are complete and correct to the best of my know	vledge and
belief.	) /		1
Signature:	nf parren	Gul, Executive Vice Presid	lest

(The rest of this page is intentionally left blank)

Signature: Date:

# SHARE CAPITAL STRUCTURE OF FIELDTURF USA INC



B. Non-Collusion Affidavit

Respondent Name:

FieldTurf USA, Inc.

Street Address:

175 N. Industrial Blvd NE

City, State Zip:

Calhoun, GA 30701

State of New Jersey Province of Quebec

County of Insert County name City of Montreal

I, Darren Gill, of the Province of Quebec, in the City of Montreal, being of full age, being duly sworn according to law on my oath depose and say that:

I am the Executive Vice President of the firm of FieldTurf USA, Inc. the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Darren Gull

Authorized signature:

Job Title:

Executive Vice President

Subscribed and sworn before me

Notary Public of New Jersey

My commission expires

SEAL



#### C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name:

FieldTurf USA, Inc.

Street Address:

175 N. Industrial Blvd NE

City, State, Zip Code:

Calhoun, GA 30701

#### **Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

#### Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

#### Suppliers must submit with proposal:

A photo copy of their Federal Letter of Affirmative Action Plan Approval

A photo copy of their Certificate of Employee Information Report

OR

A complete Affirmative Action Employee Information Report (AA302)

#### Public Work - Over \$50,000 Total Project Cost:

X/No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

□ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and

March 27, 202

belief.

Date:

Authorized Signature:

Title of Signatory:

**Executive Vice President** 

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

#### PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

(The rest of this page is intentionally left blank)

Darren Gul Executive VicePresident

#### D. C. 271 Political Contribution Disclosure Form

#### **PUBLIC AGENCY INSTRUCTIONS**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 2005, 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html).

- The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions
  of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="https://www.state.nj.us/dca/divisions/dlgs/programs/pay\_2\_play.html">https://www.state.nj.us/dca/divisions/dlgs/programs/pay\_2\_play.html</a>
    They will be updated from time-to-time as necessary.
  - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.
  - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

#### CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

#### NOTE: This section does not apply to Board of Education contracts.

<sup>1</sup> N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Address:	175	75 North Industrial Blvd NE					
City:	Calhoun	State:GA	Zip:30701				

h the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Darren Gill **Executive Vice President** Signature of Vendor Printed Name Title

#### Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form. **Contributor Name Recipient Name** Date **Dollar Amount** None

Check here if the information is continued on subsequent page		Check here	if the informat	tion is continue	d on subsequent	nagels
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#### **Continuation Page**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To N.J.S.A. 19:44A-20.26

Page	of	

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)

List of	Agencies with Elected Officials Requ	ired for Political Co	ntribution Disclosure
N.J.S.	<u>A.</u> 19:44A-20.26		
Count	y Name:		
State:	Governor, and Legislative Leadership	Committees	
Legisla	ative District #s:		
State S	Senator and two members of the Gene	eral Assembly per di	strict.
County	v.		
Count	4. 4. (10) (10)	County Clerk	Sheriff
		Surrogate	JICIIII
Munic	ipalities (Mayor and members of gove	rning body, regardle	ess of title):
USERS		OR DOWNLOAD FR	OM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE
E. <u>St</u>	tockholder Disclosure Certification		
Name	of Business:		
ou ou	I certify that the list below contains itstanding stock of the undersigned.	the names and hom	e addresses of all stockholders holding 10% or more of the issued and
		OR	
	I certify that no one stockholder ow	ns 10% or more of t	he issued and outstanding stock of the undersigned.
Check	the box that represents the type of b	usiness organizatio	1:
	And the state of t		
$\boxtimes$	Corporation		
	Sole Proprietorship		
	Limited Partnership		
	Limited Liability Corporation		
	Limited Liability Partnership		
	Subchapter S Corporation		
Sign an	nd notarize the form below, and, if ne	cessary, complete t	he stockholder list below.
Stockh			
Name	e: FieldTurf Tarkett USA Holdings Inc. (	100%)	lame: Stockholder Name
Home	Address: 175 N. Industrial Blvd NE	1	Iome Address:
100	un, GA 30701		lome Address
Name	:: Stockholder Name	N	lame: Stockholder Name

Home Address: Home Address: Home Address Home Address Name: Stockholder Name Name: Stockholder Name Home Address: Home Address: Home Address Home Address Subscribed and sworn before me this dt day of (Affiant) (Print name & title of affiant) My Commission expires: (Corporate Seal) (The rest of this page is intentionally left blank



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** FIELDTURF USA INC.

**Trade Name:** 

Address: 175 N. INDUSTRIAL BLVD

CALHOUN, GA 30701

Certificate Number: 0933885

Effective Date: September 06, 2002

**Date of Issuance:** April 02, 2025

For Office Use Only:

20250402000050638

https://www1.state.nj.us/TYTR\_BRC/servlet/common/BRCLogin

Return

### STATE OF NEW JERSEY Certificate of Authority

DIVISION OF TAXALION TRENTON, N. J. 086888

The german permenants or corporation named below is turedly authorized to collect NEW JERSEY SALES & USE TAX.

persuant to N. J. S. A. 54:328-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein this authorization is null and void if any charge of ownership or address is effected.

FIELDTURF USA INC. 175 N. INDUSTRIAL BLVD CALHOUN GA 30701 Tax Respectation No XXX-XXX-410/000

Date bases 06-25-13

This Curtificate is NOT as riginable or transferable. If must be conspicuously displayed all above address

#### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Mar-2022 to 15-Mar-2025

FIELDTURF USA, INC.

175 N. INDUSTRIAL BOULEVARD NE

CALHOUN GA 30701

Clare M. Muon
ELIZABETH MAHER MUOIO
State Treasurer

Please note that we are currently in the renewal process for our new certificate. We will provide the new certificate once received.



Connie Vachon Senior Paralegal Direct Line: 514-375-2570 Email: connie.vachon@fieldturf.com

March 13, 2025

**VIA FEDEX** 

State of New Jersey
Department of Treasury
Division of Purchase and Property
EEO Monitoring Program
33 West State Street, 9<sup>th</sup> Floor
Trenton, NJ 08625

Re: FieldTurf USA, Inc.

Certificate of Employee Information Report Renewal (Certificate #34146)

Dear Sir, Dear Madam,

Enclosed please find FieldTurf USA, Inc.'s renewal documents for its Certificate of Employee Information Report (certificate #34146) together with the prescribed fee of \$150.00.

Should you have any questions or need further information, please do not hesitate to communicate with me.

Yours truly,

Connie Vachon Senior Paralegal

Encls.

Fieldturf USA Inc. 063282 SUPPLIER NO. : NAME: 46537 STATE OF NEW JERSEY DATE: 03/05/2025 REFERENCE DATE GROSS AMT. DISCOUNT **NET AMOUNT** 03/05/2025 03/05/2025 150.00 0.00 150.00

CHEQUE NO 063282 Bank of America. **A Tarkett Sports Company** R/T 111000012 32-1/1110 GL DATE Fieldturf USA Inc. 03/05/2025 175 NORTH INDUSTRIAL BLVD. CALHOUN, GA 30701 Ph: 514-340-9311 Fax: 514-340-0857 AMOUNT \*\*\*\*\*150.00 **US FUNDS** ONE HUNDRED AND FIFTY DOLLARS AND 00 CENTS PAY STATE OF NEW JERSEY DEPARTMENT OF TREASURY TO THE ORDER OF: 33 WEST STATE STREET TRENTON, NJ 08625-0206 USA CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BOR

0.00

150.00

"O632B2" #111000012#4427657126#

150.00

TOTAL >

Form AA302 Rev. 11/11

#### STATE OF NEW JERSEY

Division of Purchase & Property **Contract Compliance Audit Unit EEO Monitoring Program** 

#### **EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150,00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract\_compliance/pdf/aa302ins.pdf

				SECT	ION A - CO	MPANY	IDENT	FICATIO	N				
1. FID. NO. OR SOCI	AL SECURI	TY 2.	TYPE OF E	☐ 2. i	SERVICE 5. OTHER	□ 3, W	HOLESAI	LE C	OTAL NO. OMPANY 813	EMPLOYEE	S IN THE F	ENTIRE	
4. COMPANY NAME													
Field Turf US	AINC		.00.	_	_	-		-	-	210 C/	ane.		_
5. STREET 175 N. Industr	in Dlud I	NE	CII		COUNTY				GA ZIP CODE				
6. NAME OF PAREN	T OR AFFIL	IATED CO			O INDICATE		СП		STA	TE	ZIP CO	DE	-
FieldTurg Tark	cett USA	Holding	s Inc					-7/		2.00	201 100.15		=
7. CHECK ONE: IS T	HE COMPAN	NY: L	SINGLE-	ESTABLIS	SHMENT EM	PLOYER		MU	LTI-ESTAI	BLISHMENT	EMPLOYE	ER	-)
8. IF MULTI-EST, 9. TOTAL NUMBER 10. PUBLIC AGENC	OF EMPLOY	YEES AT E	STABLISH	E THE NU MENT WH	MBER OF ES IICH HAS BE CITY	EN AWA	RDED TH	IN NJ IE CONTR UNTY	ACT_ STA	TE	ZIP CO	DDE	-
Official Use Only		D	ATE RECEI	VED IN	AUG.DATE		ASS	SIGNED C	ERTIFICAT	ION NUMB	ER		_
					FERICALE	PAROL C	VIII	CDATA		_			-
10.		-	- 10-		ECTION B.					II Kaas aadda	all calumo	Where the	-
11. Report all perman no employees in a par ANEEO-1 REPORT.	nent, temporar ticular catego	ry and part- ry, enter a	time employ zero. Include	ALL empl	oyees, not just	those in r	ninority/no	ippropriate on-minority	rategories,	in columns 1,	, 2, & 3. DO	NOTSUBA	IIT
62	ALL EMPLO		1000		PERM	ANENTA	MINORITY	NON-MIN	ORITY EMP	LOYEE BREA	KDOWN	*******	*****
JOB CATEGORIES	COL. 1 TOTAL	COL. 2 MALE	COL. 3 FEMALE			AMER.	75.07	NON		100	AMER.	74/19064	NON
	(Cols.2 &3)	150	10	BLACK	HISPANIC	INDIAN	ASIAN	MIN.	BLACK	HISPANIC	INDIAN	ASIAN	9
Officials/ Managers	124	105	19	0	1	0	1	52	- /	2	0	0	-
Professionals	105	54	50	0		1	0	34	0	/	0	2	31
Technicians	130	120	10	3	34	0	1	25	0	3	0	0	6
Sales Workers	67	41	16	0	0	1	0	23	1	1	0	0	12
Office & Clerical	8	0	8	0	0	0	0	0	0	1	1	0	5
Craftworkers (Skilled)	14	14	0	0	3	0	0	8	0	0	0	0	0
Operatives (Semi-skilled)	55	48	7	1	16	0	1	18	0	1	6	0	4
Laborers (Unskilled)	186	119	66	9	79	0	1	23	1	41	1	0	17
Service Workers	2	2	0	0	1	0	0	1	0	0	0	D	0
TOTAL	650	503	177	13	126	1	4	184	3	61	2	7	83
Total employment	(2)	1.00	ar	13	140	10	1	100	3	11	Λ	0	18
From previous Report (if any)	530	1	75	and the first had		0	1	192		11	0	0	50
Temporary & Part- Time Employees		Th	e data belov	w shall NO	or be includ	led in th	e figures	for the a	ppropriat	e categorie	s above.		
	134	132	2	14	72	1	0	41	1	1	0	0	0
12. HOW WAS INFO	ORMATION .	AS TO RA	CE OR ETH	NIC GROU 3. Other	IP IN SECTIO (Specify)	в овт	AINED?	Emplo	HIS THE FI ayee Information	ation	REPOR	NO, DATI RT SUBM O,DAY ,Y	ITTED
13. DATES OF PAYI From:	16/2	D USED	To:	-/	28/2 SIGNATURE	026 AND IDE	YTIFICATI	I. YES	2. N	o <b>√</b> 02	2	12	2019
16. NAME OF PERSO	ON COMPLE	TING FOR	7.00	(sq(	SIGN	ATURE		m	LE		DATE	DAY	'EAR
	Marci Gr	egson		1	Marci Gregaon HR Director 3/				7	2025			
17. ADDRESS NO.	& STREET	(	ПҮ		con				P CODE PI	IONE (ARE/			
175 N. Indus	trial Blvd.	. NE	Calho	un	Gor	don	G	A 3	0707		706 -	671	- 661

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program VENDOR ACTIVITY SUMMARY REPORT NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY) NAME OF FACILITY: 30701 FEMALE JOB MALE Black CATAGORIES Hispanic Total Black Hispanic AM. Indian Asian Non-Min. Total AM. Indian Asian Non-Min. OFFICIALS & MANAGERS 29 33 PROFESS IONALS 25 TECHNICIANS SALES WORKERS OFFICE & CLERICAL CRAFTWORKERS 7 2 OP I SE TO

	10											
PERATIVES	24	1	10		1	10	6	1	1			4
ABORERS	97	8	65			22	47	1	32	1		10
SERVICE WORKERS	1					1	0					
TOTAL	2111	11	110	0	7	110	112	1	UL	1	17	11
I certify that the				s true and	correct	1/62	1/13	0	170	L &	3/12	2026
	informatic PLETING FOR SET)	RM (Pri	his Form intor Type	(STATE)	correct SIGNAT		of fi	PHONE (A	170			2025

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program VENDOR ACTIVITY SUMMARY REPORT NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY) TO 728/2025 CERTIFICATE NO. 34146 DATES OF PAYROLL PERIOD USED: FROM NAME OF FACILITY: County JOB MALE FEMALE CATAGORIES Total Black Rispanic AM. Indian Asian Non-Min. Total Black Hispanic AM. Indian Asian Non-Min. OFFICIALS & MANAGERS 22 PROFESSIONALS TECHNICIANS SALES WORKERS OFFICE & CLERICAL CRAFTWORKERS OPERATIVES LABORERS SERVICE WORKERS TOTAL I certify that the information on this Form is true and correct. NAME OF PERSON COMPLETING FORM (Print or Type) DATE SUBMITTED LAST FIRST (CITY) PHONE (AREA CODE, NO., EXTENSION) (STATE) (ZIP)

#### STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

Field Twif U	15A	Inc	•		County							
Field Twif U	Blue	d. NE	Calhe	our l	porder			GA		30701		
DB ATAGORIES	Total	-	MALE	lau a iraa					EMALE	1		
		Black	Hispanic	AM. Indian	Asian	Non-Min.		Black	Hi spanic	AM. Indian	Asian	Non-Min,
FFICIALS & MANAGERS	14		2		1	7	4			4		3
ROFESSIONALS	8		3		Anna -	3	5		2			2
CHNICIANS	5		1			1	1					1
LES WORKERS	4		<u> </u>			4	2					2
FICE & CLERICAL	1					/	5		7			2
AFTWORKERS	5					3	)		2			A
PERATIVES	4					1	7	1	-			
BORERS	27	1	13			2	18	1	8			7
RVICE WORKERS	0					8	-		1			
TAL	70	1	19		1	21	42	2	12			17
certify that the ir ME OF PERSON COMPLE ST FIRST ONLY NOWN DRESS (NO. & STREET)	TING FO	on on the	his Form	is true and	correct			<u></u>		SUBMITTED	3/13/	

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. 34  NAME OF FACILITY:  Lied Turf US  Street		nc.				S OF PA				m 46/202		
176 N Industria	I BI	vol.	VE	Calhoun	County	Pordon		GA		3070	1	
JOB CATAGORIES	Total	Black	MALE Hispanic	AM. Indian	Asian	Non-Min.	Total	Flack	EMALE Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	27		4		1	8	3					1
PROFESSIONALS	9		4			2	19		2	1		12
TECHNICIANS	124	5	35		2	52	5		1	1		2
SALES WORKERS	13		-			11	4					3
OFFICE & CLERICAL	3					11	3		1			1
CRAFTWORKERS	7	1				U	-					-
OPERATIVES	22	3	8			5	7	1	2			2
LABORERS	133	11	71		1	38	44	5	26			12
SERVICE WORKERS	1				•	1	1		100			701
TOTAL	339	20	122		4	121	116	Ь	32	1		33
I certify that the ir NAME OF PERSON COMPLE LAST FIRST	ETING FO	RM (Pri MI	nt or Type	is true and e)	correct	ORE 160	NA	_	DATE	SUBMITTED	3/13/8	2025



### State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

FIELDTURF USA, INC.

Responsible Representative(s):

Eric Daliere, President Jennifer Hopper, Treasurer Responsible Representative(s):

Registration Date:

**Expiration Date:** 

06/18/2023

06/17/2025

Marie-France Nantel, Secretary

Robert Asaro Angelo, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



#### **CONTRACTOR NOTICE OF PREQUALIFICATION**

for Fieldturf USA, Inc. 175 N. Industrial Blvd., NE Calhoun, GA 30701

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Expiration Date: September 11, 2025		Ag	gregate	e Limit: Unlimited				
Construction Manager as Constructor	TC	Sprinkler Systems	] [	☐ Pile Driving				
Design Build	ΤĒ	Sheet Metal (Mechanical)	]	Prefabrication Buildings				
General Construction	ŢĹ	Electrical		Prefabrication Music/Sound Clean Rooms				
General Construction/Alterations &	T	Communications Systems		Relocatable Buildings				
Additions	+-	7-1 10 10		7.1.				
Partitions/Ceilings	<u>+</u>	Fire Alarm/Signal Systems		Asbestos Removal/Treatment				
Doors & Hardware	<u> </u>	Security/Intrusion Alarms		Asbestos Removal/Mechanical				
Windows	<u> </u>	Audio Visual Systems		Waste Removal Toxic/Hazardous				
Siding & Gutters	<u> </u>	Site Work		Radon Mitigation				
Carpeting	<u> </u>	Sewage & Water Treatment Plants		Lead Paint Abatement				
Flooring/Tile	<u> </u>	Sewer Piping & Storm Drains	[	Detention Equipment Systems				
Millwork	<u> </u>	Landscape Construction	[	Energy Management Systems				
Insulation	<u> </u>	Underground Water & Utilities	[	Elevators				
Acoustical	<u> </u>	Road Construction & Paving		Museum Exhibits				
Concrete/Foundation Footings/ Masonry Work	5	Athletic Fields/Tracks/Courts	<u> </u>	Test Boring				
Gunite	F	Athletic Fields/Synthetic Turf		Well Drilling				
Demolition	丁苣	Pumping Stations	<del>     </del>	Microbial Remediation				
Fencing	ΤĒ	Landscape Irrigation	<del>     </del>	Food Service Equipment				
Historical Light Fixture Restoration	丁市	Roofing-Membrane EPDM	<del>     </del>	School Furnishings				
Historical Restoration	十市	Roofing-Membrane PVC/CPE/CSPE	<u> </u>	Lab Furniture/Equipment				
Pre-Cast Concrete	寸直	Roofing-Membrane Modified Bitumen	<u> </u>	Seating/Bleachers				
Curtain Walls	十市	Roofing-Urethane	<u> </u>	Swimming Pools				
Architectural Cast Iron	十市	Roofing-Built Up	<u> </u>	Dust Collectors				
Welding	寸青	Roofing-Metal	<u> </u>	Signage & Graphics				
Structural Steel & Ornamental Iron	丁市	Roofing-Tile/Slate/Shingles	<del>     </del>	Septic Systems				
Plumbing	十市	Caulking & Waterproofing	<u> </u>	Stage Equipment				
Oil & Gas Burners	<u> </u>	Scaffolding	i	Underground Storage Tanks/Closure & Installation				
HVACR	<u> </u>	Roofing-Historical Sites	Ti	Underground Storage Tanks/Installation				
Boilers (New Repair)	ŢĒ	Roofing-TPO		Underground Storage Tanks/Closure				
Service Station	ŢĹ	Painting-General	[	UST/Tank Testing				
Solar Energy Systems	ΤĒ	Painting-Tanks/Steel Structures/		Underground Storage Tanks/				
		Elevated Structures	`	Corrosion Protection Systems Analysis				
☐ Energy Services (ESCO)	$\prod$	Painting-Historical Sites		Above Ground Storage Tanks				
Geothermal Loop Systems	][	Sandblasting		Site Remediation				
Fireproof Applications	ΤĒ	Divers	T i	Inside Plant Cable				
Insulation (Mechanical)	Ī	Barges	T i	Outside Plant Cable				
Fire Suppression Systems	ΤĒ	Bulkhead & Docks	i i	Fiber Installation & Splicing				
Control Systems	][	Jetty & Breakwater						

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

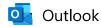
Information contained in this notice can be verified at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx

☐ Dredging

Parking & Control Systems

	FIELDTURF US	A, Inc.				
STATE	License Number	License Class				
Alabama	51948	General Contractor				
Alabama	S-40652	Sub-Contractor				
Alaska	CONE33631	General Contractor				
Arizona	314411	Dual KA				
Arkansas	172490623	General Contractor				
California	1000004625	DIR license				
(Public Works License-DIR)						
	0.400.4.4	0				
California	849044	Contractor Registration				
Delaware	2008203565	331-Contractor-Resident				
Florida	CGC1507328	General Contractor				
Georgia	GCCO005138	General Contractor Company				
Idaho (DA(C)	PWC-C-16674-AAA-4	20790, 02740, 02310				
(PWC)	205 20454					
Idaho	RCE-38454					
(Burreau of Occupational						
Licenses - non-public bids)	10110					
Illinois	IDHR	n/a				
Department of Human	# 120963-00					
Rights	222224					
<u>Indiana</u>	20230616	General Contractor				
lowa	C106260	Registered Contractor				
Louisiana	CL.0045097	artificial turf, specialty, recreation & sporting				
	10744564	facilities & golf courses				
Minnesota	IR714564	Contractor Registration				
Mississipi	16435-SC	Asphalt, Excavating, Grading & Drainage				
Montana	156033	Construction Contractor				
Nebraska	44678-22	Contractor Registration				
Nevada *New Jarana	68611	C10 Limited to synthetic turf only				
*New Jersey	631021	Public Works Contractor				
*New Jersey New Mexico	363013	School Development Authority Prequal				
New Mexico		GF05 and GB98 (General Builder);				
New Mexico	2471720120608	Department of Public Works (Workforce				
North Carolina	CCC 40	Solutions)				
North Carolina	66648	General Contracting Class A Contractor				
North Dakota	49661					
Oregon Rhode Island	181583 40614	GC - Commercial & Residential  Class C Commercial				
South Carolina	G116980	BD5 GD5 H15 BT5 MS5 RR5 WL5				
Tennessee	57455					
Utah	7330453-5501	S-Athletic & S-Running				
Virginia	2705106035	E100, S310, S500				
	CC01 FIELDU1955JH	Class A Highway & Rec Facility				
Washington West Virginia		Construction Contractor				
West Virginia	WV043760	General Building				

Wyoming ****depends on county/city	3564	General
Wyoming ****depends on	3074	Excavation & Grading
county/city	3075	Miscellaenous



#### **Notice of Classification**

From CClass@treas.state.nj.us <CClass@treas.state.nj.us>

Date Wed 9/4/2024 5:34 AM

To Vachon, Connie < Connie. Vachon@tarkettsports.com>

2 attachments (9 KB)

ATT00001.bin; ATT00002.bin;

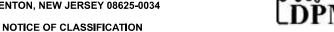
**CAUTION: EXTERNAL e-mail** - Be Aware - sent by CClass@treas.state.nj.us

FIELDTURF USA, INC. 175 N. INDUSTRIAL BLVD NE CALHOUN, GA 30701

#### State of New Jersey



DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
Unlimited	C061 -ATHLETIC FIELDS/SYNTHETIC TURF	09/12/2023	09/11/2025
	C060 -ATHLETIC FIELDS/TRACKS/COURTS	09/12/2023	
	C057 -LANDSCAPE CONSTRUCTION	08/30/2024	
	C059 -ROAD CONSTRUCTION & PAVING	08/30/2024	
	C056 -SEWER PIPING & STORM DRAINS	08/30/2024	
	C054 -SITE WORK	08/30/2024	
	C058 -UNDERGROUND WATER & UTILITIES	08/30/2024	

- · Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <a href="https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf">https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf</a>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE <a href="https://doi.org/doi.o

#### PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions. (**Note**: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

#### Click or tap here to enter text.

(**Note**: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

#### PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis

Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

<u>Redlined copies of this agreement should not be submitted with the response</u>. Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.



Respondent agrees to all terms and conditions in <u>Attachment A - Sample Administration Agreement</u>.

Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

#### PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

FieldTurf USA, Inc.

175 N. Industrial Blvd NE

# RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

City/Sta	ate/Zip (	Calhoun, GA, 30701	_	
Phone	Phone Number 514 375 2584			
Email A	Address	Dgill@fieldturf.com		
Printed	l Name	Darren Gill		
Job Titl	le _E	Executive Vice President		
Author	ized Signature	(/)	other,	
Initial Te	erm of the Master	Agreement		
Contrac	t Effective Date:	July 1, 2025		
Contrac	t Expiration Date:	June 30, 2029		
Contrac	t Number:	COG-2164A		
		(Note: Contract Number will l	be a <b>p</b> pli <b>ed</b>	prior to CCOG and Equalis Group countersigning.)
The Cooperative Council of Governments, Inc.		of Governments, Inc.	Equalis	Group, LLC.
6001 Cochran Road, Suite 333				ranite Parkway, Suite 200
Cleveland, Ohio 44139			Plano,	Texas 75024
Ву:	Sitt	Saler	Ву:	El M
Name:	Seth Cales		Name:	Eric Merkle
As:	CCOG Board Pre	esident	As:	EVP, Procurement & Operations
Date:	6/5/2025		Date:	6/5/2025

Company Name

Address