

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Polyloom Corporation of America dba TenCate Grass N.A. (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**" or "**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. Not-To-Exceed Pricing. 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. Pricing Adjustments. 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. Products & Services Additions and Deletions. 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. Respondent Contract Documents. 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. Entire Agreement. 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. Modification. 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. Order of Precedence.

- (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. **Indemnification.** 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. **Insolvency.** 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. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach.** 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. Notices. 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. Waiver. 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 **Section 4112.01** 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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PROPOSAL FORM 1: TECHNICAL PROPOSAL

**"Creating healthier more
beautiful communities."**



**Response to Equalis Group
RFP COG-2164
Sports Surfacing and Related Solutions**

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 Form 1: 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:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **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 15 FEMA Funding Requirements Certification Form**
- ☒ **Proposal Form 16: Arizona Contractor Requirements**
- ☒ **Proposal Form 17: New Jersey Requirements**
- ☒ **Proposal Form 18: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 19: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 20: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Polyloom Corporation of America dba TenCate Grass N.A.
1.1.2. Corporate Street Address:	736 Market Street, Ste 1700, Chattanooga, TN 37402
1.1.3. Website:	www.tencategrass.com
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Please see below.

PLEASE NOTE: We are responding as Polyloom Corporation of America doing business as TenCate Grass, N.A.. All future references to respondent will be as TenCate Grass, TenCate Grass Sports Division or TCG and is representative of the entire TenCate Grass organization of companies identified herein.. Our founding company's roots date back to the early 18th century beginning as a yarn distributor and linen product manufacturer in the Netherlands and worldwide. In the late 1960s, TenCate began developing the first generation of artificial turf fibers and backings for sports fields. TenCate evolved into a global manufacturer of synthetic yarns for giants in the aerospace industry, such as Boeing and NASA. TenCate's team of scientists and engineers continue to work cohesively to take those same revolutionary technologies and apply them to our line of artificial sports surfaces manufactured today. The TenCate family has grown in large part by establishing a significant U.S. presence through Polyloom Corporation of America dba TenCate Grass N.A. in 1982 beginning with the supply of its revolutionary synthetic turf to the top turf companies in the U.S. Through the years TenCate Grass has acquired the top sports turf and landscape companies across America to ensure quality control of the sports surfaces it manufactures. Now, our Ten Cate Grass Sports Division, a collective of industry-leading companies, is unified by a single goal: pushing boundaries to create and install the safest, most innovative, highest quality sports playing surfaces. TenCate Grass Sports Division has strengthened our capabilities and broadened our reach. Alongside our core sports surfacing products, we go beyond the surface, offering the distribution and complete turnkey construction of the athletic facilities that house them nationwide. We strive to be the clear market share leader in terms of percentage of the U.S. covered by TenCate Grass' synthetic sports surfaces from NFL Fields to back yards. Please visit our website for more information at <https://tencategrass.com/> and our subsidiary company websites listed therein. The Ten Cate Grass Sports Division's companies are made up of a vast network of locations and sales personnel strategically located throughout the entire country. There is no territory in the U.S. left untouched

1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Ruth Hawley
	Title:	Director of Cooperative Purchasing
	Phone:	512-809-9509
	E-Mail Address:	r.hawley@tencategrass.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same	Name:	Martin Olinger
	Title:	President, TenCate Grass Sports Division
	Phone:	404-229-4135

individual as in 1.1.9., provide the following information on each such representative and specify their function).	E-Mail Address:	m.olinger@tencategrass.com
1.2. Financial Strength & Legal Considerations		
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data.</p> <p>This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.</p> <p>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.</p>	<p>We are financially stable. Please see bonding capacity provided herein under 1.2.1 below. Financial Statements are available upon request.</p>	
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>None</p>	
<p>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.</p>	<p>This is confidential and privileged information. We do not have any past or present litigation, bankruptcy or reorganization that would negatively impact our performance under any awarded Master Agreement.</p>	
1.3. Industry Qualifications		
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>TenCate Grass N.A. is a manufacturer of synthetic turf products. Several of our subsidiary companies are manufacturers of sports surfacing products also offered under this RFP. All products manufactured by the TenCate Grass organization/family are herein offered for sale and installation by the TenCate Grass family of companies.</p>	
<p>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.</p>	<p>The TenCate Grass organization manufactures the sports surfacing products herein proposed. TenCate Grass certifies that our organization will not offer products that may be considered open market products to customers that we are not authorized to sell and/or install.</p>	
<p>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.</p>	<p>Please see response to this 1.3.3 provided below.</p>	

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 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.**

Contract will be made available through the TenCate Grass Sports Division comprised of our network of affiliated/subsidiary companies and network of dealers to include the following (TenCate reserves the right to add and remove from the below this as companies are acquired and/or dealers vetted and added or removed). All sales through any awarded Equalis contract are to be submitted through our Salesforce CRM system or otherwise reported to our dedicated TenCate Cooperative Purchasing Department immediately upon award by an Equalis Member. Our Cooperative Purchasing Department is responsible for tracking the sale and reporting it directly to Equalis.

Academy Sports Turf, Inc.
3740 South Jason Street
Englewood, CO 80110
800-372-6639
<https://www.academysportsturf.com/>

Established in 2000, Academy Sports Turf designs, builds and maintains premium sports surfaces in Colorado and neighboring states. It is known as the first adopter of TenCate Grass' Ironturf Woven Sports Turf and for its outstanding install capability.

Applied Landscape Technologies, Inc.
145 River Road
Montville, NJ 07045
973-402-6544

Applied Landscape Technologies is a Heavy Civil General Contractor that focuses on turnkey Ballfield Construction, both Synthetic Turf and Natural Grass.

Athletic Fields of America, Inc.
1179 Knoll Rd
Boonton, NJ 07005
973-794-3999
<https://www.athleticfieldsofamerica.com/>

Athletic Fields of America is an industry leader in synthetic turf serving the greater New York, New Jersey and Eastern PA regions delivering hundreds of both synthetic turf and natural grass sports fields from youth and recreational levels all the way up to the highest standards and requirements of the NCAA.

ATT Sports, Inc.
115 B. Cross Keys Road
Berlin, NJ 08009

856-767-3088

www.attsports.com

ATT Sports, Inc. was started in 2004 by Tony Cunningham in Berlin, N.J. bringing decades of experience in athletic facility construction around the country to a specialized, trust- and knowledge-driven all-weather running track company. His working philosophy at ATT Sports, Inc. has been and remains today that we will always do what is right by our customer. Certified Track Builder on staff issued by the American Sports Builders Association

Byrom-Davey , Inc.

13220 Evening Creek Drive South, Ste 103

San Diego, CA 92128

858-513-7199

www.byrom-davey.com

Byrom-Davey Inc., headquartered in San Diego, is the leading provider of athletic facility design and construction in Southern California. Founded in 2001 by Steve Davey and Joe Byrom, the company has built over 600 athletic facilities in the state.

GeoSport Lighting Systems LLC

7080 St Gabriel Ave suite B

St Gabriel, LA 70776

877-730-4762

<https://geosportlighting.com/>

GeoSport Lighting Systems LLC was formed in 2015 and functioned as a stand-alone division of Geosurfaces beginning in 2009. GSL was one of the first companies in the country to offer complete plug and play LED sport lighting systems. GSL is a turnkey provider of high performing LED sport lighting “plug and play” systems including poles, cross arms, harnesses, boxes, controls, dynamic scenes and RGB capabilities.

GeoSurfaces

7080 St. Gabriel Ave

St. Gabriel, LA 70776

800-777-1320

www.geosurfaces.com

GeoSurfaces NE Office

217 New Boston St.

Woburn, MA 01801

800-777-1320

GeoSurfaces SE Office

150 River Park Road

Mooresville, NC 28117

704-660-3000

GeoSurfaces Midwest Office

10170 State Route 00

Bloomsdale, MO 63627

636-937-1268

GeoSurfaces SW Office

14425 Wagg Way Rd.
Houston, TX 77041
636-937-1268

GeoSurfaces has specialized in turn-key sports surface solutions for over 25 years, from design to installation. GeoSurfaces installed the first field in the Gulf Shores South at West Monroe High School in Louisiana in 2002 followed by the first field in Arkansas at Shiloh Christian School later that year. GeoSurfaces has introduced more industry changing intellectual property than any other in the industry to include involvement in the original infill turf patent to leading shock pad and structural base technologies.

Greenfields USA
1131 Broadway Street
Dayton, TN 37321
855-773-6668
info@greenfieldsusa.com

In 2010, Greenfields officially became a part of TenCate group of companies. This historic partnership assisted Greenfields in us elevating their brand and company position as a leader in the industry of synthetic sports turf.

Hellas Construction, Inc. (Main office)
12000 West Parmer Lane
Austin, TX 78613
800-233-5714
www.hellasconstruction.com

Certified Field, Track and Tennis Court Builders on staff issued by the American Sports Builders Association.

Hellas Construction, Inc. began operations in 2004. The Company's core competencies have revolved around the construction, design, manufacture, sale and installation of high-quality synthetic sports playing surfaces, sports lighting and athletic facilities from coast to coast. Hellas has over 1,000 pieces of construction equipment and 1,000 employees to include installation and construction crews located throughout the U.S. Please refer to US locations below.

One Cowboy's Way, Ste 180
Frisco, TX 75034

25700 IH 45 North, Ste 160
Spring, TX 77386

5135 Avenida Encinas, Ste A
Carlsbad, CA 92008

23104 57th Avenue West
Mountlake Terrace, WA 98043

8260 North Loop Drive
El Paso, TX 79907

2312 South Loop 1604 West
San Antonio, TX 78264

1401 North University Drive, Ste 501
Coral Springs, FL 33071

221 Sunpac Avenue
Henderson NV 89011

5347 West Like Ave, Ste 100
Glendale, AZ 85301

755 Boardman-Canfield Rd, Ste F8
Boardman, OH 44512

1440 E. English Street
Wichita, KS 67211

Manufacturing Facilities:
Liberty Hill, TX – Polyurethane Plant
Dadeville, AL – Polymers Plant
Chatsworth, GA – Turf Manufacturing Plant

The LandTek Group
105 Sweeneydale Avenue
Bayshore, NY 11706
631-691-2381
<https://www.landtekgroup.com/>

LTG Sports Turf One LLC
2240 West Woolbright Road, Ste 11
Boynton Beach, FL 33426
561-225-1113
<https://www.ltgsportsturfone.com/>

The LandTek group is a leading provider of turnkey athletic facilities throughout the East Coast to include athletic field engineering, construction and project management services. Based in Bay Shore, NY, the Company has operations throughout the East Coast from New York to South Florida. LandTek offers a range of solutions intended to meet the needs of both municipal and private projects, including the initial engineering and design process, installation and continued maintenance services. **Landtek holds an existing Equalis contract for Sports Construction Services COG-2138.**

Midwest Sports & Turf Systems, LLC
10138 S. Bode Street Unit E
Plainfield, IL 60585
800-269-4305
<https://www.midwestsportandturf.com/>

Midwest Sports & Turf Systems sells and install state of the art synthetic turf systems, and provides full design-build services including overall design, engineering, permitting and complete start to finish turf field construction in the Midwest including IL, KS, MI, MO and WI.

Valley Precision Grading, Inc.
3330 Luyung Drive
Rancho Cordova, CA 95742
916-638-8800
<https://valleyprecisiongrading.com/>

Valley Precision Grading, inc. is a full-service synthetic turf and track specialty contractor. They cover any aspect of track and/or field service needed from planning for ground up construction to maintenance and repairs building and servicing over 300+ fields over the last 15 years of the company's lifetime. VPG are experts in the process of field assessment and finding solutions to client's needs.

CG&B Enterprises
221 Sunpac Avenue
Henderson, NV

Celebrity Greens
Scottsdale, AZ
www.celebritygreens.com
1-888-507-7960

Challenger Turf
743 Hill Road
Dalton, GA 30721

SGW
1400 North Daly Street
Anaheim, CA 92806

Turf Now
8565 Canoga Ave, Canoga Park, CA 91304
(213) 577-2757

Emerald Artificial Greenery
5780 NW 72nd Ave, Miami, FL 33166
(866) 579-8211

Envy Lawn
743 Hill Rd, Dalton, GA 30721
(888) 368-9596

Five Star Turf
743 Hill Rd,
Dalton, GA 30721
855-483-3546

1.3.4. Network Relationship. If 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 & Services proposed in your proposal. If applicable, is

Please see response below.

your network independent or company owned?	
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The TenCate Grass Sports Division is made up mainly of wholly owned subsidiaries of TenCate Grass and some independently owned authorized dealers each of which have a sales team of Business Development Managers with their own respective territories throughout the U.S. Each company is responsible for their own leads which are acquired through a variety of ways such as repeat customers, referrals, lead service subscriptions, trade shows, marketing campaigns, social media, cold calling.

The cooperative purchasing method of procurement is our organization's preferred method of delivering our products and services to customers. Our larger TenCate owned companies have years of experience in the use and understanding of cooperative purchasing agreements and have experienced great growth in cooperative sales each year. As we have strategically acquired smaller successful companies throughout the country, it is our goal to take the successes and knowledge of our larger companies to ensure the TenCate Sports Division is entirely educated on how to leverage a cooperative purchasing contract for every public sale.

SALES MEETINGS

Our sales teams meet regularly and would be provided with updates and continuing education on any awarded Equalis contract to include market trends and initiatives. Our sales force is in constant communication with our Estimators, Directors of Sales and full-time Director of Cooperative Purchasing who will be very familiar with our Equalis pricing and facilitate proposals to our customers.

These Sales Meetings are integral to reinforcing the central focus of our sales efforts – which is to utilize cooperative purchasing as a sales tool.

MARKETING

We have an in-house marketing department where it is here that all marketing materials, collateral, and campaigns are created, developed and managed. We have in-house printing capabilities allowing us to provide our sales force with Equalis and TenCate co-branded print materials on demand.

We exhibit at various venues including those that target School Boards, Administrators, Procurement Officials, Coaches, Athletic Directors, Facilities Managers, etc. at every level from K-12 through post-secondary education.

We can collaborate on marketing efforts with EQUALIS' current and future members in the following ways:

- Multimedia public relation campaigns
- Create brochures to explain partnership with EQUALIS and membership advantages
- Special event coordination
- Website
- Modify our website to include EQUALIS relationship
- Partnering at trade shows
- Communicate with Equalis regarding trade show schedules
- Display Equalis signs at tradeshow booths
- Attend meetings hosted by Equalis
- Invite Equalis to present information to TenCate Grass sales team
- Create videos highlighting projects procured through EQUALIS awarded contract

DEDICATED COOPERATIVE PURCHASING DEPARTMENT

We have a Cooperative Purchasing Department led by Ruth Hawley, our Director of Cooperative Purchasing, whose responsibility is to educate and support every TenCate company and their respective sales teams and customers ensuring they are aware of the benefits of any newly awarded Equalis contract. TenCate is unique in having an entire

department dedicated to personally guiding our customers through the cooperative purchasing process and is an asset that has proven to raise awareness and increase our sales dramatically since inception.	
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?	Please see response to 1.1.4 and response below.
<p>Our excellent reputation is deeply rooted. TenCate has been present in the synthetic turf market from the beginning of its existence, covering more than 300 years of textile technologies. During those years, we have repeatedly reinvented ourselves, responding to changes in the market and the world and allowing us to become the company we are today. We take pride in our journey, which reflects a commitment to innovation and excellence in the artificial grass industry.</p> <p>1704 First involvement of TenCate in the Netherlands' textile industry.</p> <p>1766 Hendrik TenCate founds new business in Almelo trading in textiles.</p> <p>1841 TenCate starts manufacturing yarns.</p> <p>1960 TenCate starts developing and producing artificial grass resulting in new generations of synthetic surfaces, particularly for sports fields.</p> <p>1980 New polypropylene extrusion techniques provided more wear resistance and softer grass fibers, while woven backings provided greater stability, making synthetic turf the perfect surface for hockey worldwide in the 1980s.</p> <p>1989 Already in 1989, TenCate switched its production of synthetic turf fibers towards fully environmentally friendly raw materials.</p> <p>2001 Start of TenCate's global expansion with the first manufacturing plant in the US, followed by the first operations in the Middle East. The development of multilayered synthetic turf systems was the primary focus of TenCate.</p> <p>2009 Start of forward integration into the supply chain by including companies in the group that offer system design and construction. This helps TenCate to be closer to the end user, a necessity to improve innovation.</p> <p>2016 TenCate is delisted from the Amsterdam Stock Exchange and starts the process towards becoming an independent artificial grass manufacturer, adding landscaping to its portfolio.</p> <p>2017 TenCate is fully committed to the forward integration process with various companies across the world joining the company, enabling us to serve the entire value chain, from R&D and manufacturing of grass, backing and turf to installation and maintenance.</p> <p>2019 Partnership with GBN Artificial Grass Recycling to fully recycle and reuse all end-of-life turf in the Netherlands</p> <p>2020 The Center for Turf Innovation is established. It plays a vital role in emphasizing the importance of user performance and offers solutions that are sustainable and foster circularity.</p> <p>2022 With the introduction of our OneDNA Technology and corresponding components, we are taking steps towards new circular solutions.</p> <p>2023 Today we are the largest fully integrated artificial grass company in the world. With our factories, TenCate Grass Components has global coverage while using sustainable processes and the latest techniques that enable us to offer our long-term partners in the industry a winning and full range of high-quality grass and primary backings for both sports and landscaping. All of our revenue stems for the sale of our manufactured products and services offered herein.</p>	

<p>1.3.6. <i>Geographic Reach.</i> Describe your company's current service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>All 50 states</p>
<p>1.3.7. <i>Socio-economically Disadvantaged Business Engagement.</i> 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.</p>	<p>YES.</p>
<p>1.3.8. <i>Certifications and Licenses.</i> 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?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>Prior to any sale or installation being completed, all of TenCate Grass Sports Division companies will have the licensing required from state and/or local levels to sell the products and perform the work. Our organization currently holds the required state certificates of authority to do business and state contractor licenses in each jurisdiction where work is to be performed. Required local business licenses are acquired prior to commencing work. Please see list of current licenses provided below. Further, our TenCate Grass Sports Division companies employ highly knowledgeable individuals many of whom hold certifications from the American Sports Builders Association in the building of synthetic turf fields, running tracks and tennis court construction and are incorporated herein by reference. Our manufacturing facilities have received ISO certifications in recognition of quality management, health and safety, environmental performance and sustainability. ISO Certificates are provided herein under Supplemental Information.</p>

Company: GeoSurfaces, Inc.

State	License No	Classification
Alabama	54897	MU-S; Recreational Areas, SC; Athletic Fields
Arkansas	0383350624	Building - Commerical & Residential
Louisiana	67614	Building Construction; Electrical; Specialty: Recreation & Sporting Facilities & Golf Courses
Mississippi	23140-SC	Athletic Fields/Golf Courses; Bleachers & Grandstands; Electrical
Tennessee	73676	BC; CE

Company: GeoSurfaces Southeast, Inc.

State	License No	Classification
North Carolina	L.81851	Unclassified
West Virginia	WV063492	General Engineering Specialty
Georgia	GCCO006836	General Contractor Company
Massachusetts	CS-118561	Unrestricted - Buildings of any use group >35k cubic ft of enclosed space
South Carolina	CLG.122331	BD5, HI5, HY5, WL5, WP5
Virginia	2705173460	Class A CBC

Company: Academy Sports Turf, Inc.

State	License No	Classification
Idaho	RCE-57318	
Montana	254561	
New Mexico	412414	
Utah	11717082-5501	

Company: Valley Precision Grading, Inc.

State	License No	Classification
California	783244	A - General Engineering / C-61 and D12 - Synthetic Products
Nevada	0089144	A - General Engineering
Nevada	0089587	C-10 Landscape Contracting - Artificial Turf Only

Company: Byrom-Davey, Inc.

State	License No	Classification
Utah	7299831-5501	S330 - Landscape and Recreation
Nevada	0059162	A-12 Excavating, Grading, Trenching and Surfacing, A22 Unclassified

Company: Hellas Construction, Inc.

STATE	LICENSE TYPE	LICENSE #
Alabama	State GC License Class BC-S : Concrete , Metal, Sitework, MU-S : Rec Areas, SC : Athletic Area Buildings, Install of Turf, Tracks & Tennis Courts.	<u>40384</u>
	State GC Subcontractor Installation Class SC : Athletic Turf/Tracks	<u>S-50209</u>
Alaska	State Business License: 23 Construction	<u>932849</u>
	State Construction Contractors License: General Contractor Without Residential Contractor Endorsement	<u>CONE34940</u>
Arizona	State General Commercial & Engineering License Class: A	
	State Specialty Dual License Class: CR-5	<u>ROC 201701</u>
Arkansas	State Commercial Contractors License Class: Sport & Recreational Surfaces	<u>153840625</u>
California	State Contractors License Class: C-61/ D12- Synthetic Products, A- General Engineering, B - General Building, C10- Electrical	<u>852751</u>
	State Public Works Contractor License Class: C61/D12, A,B,C10	<u>1000008779</u>
Florida	State Construction Industry License (General Contractor)	<u>CGC1520756</u>
Georgia	State General Contractor License	<u>GCQA005262</u>
Hawaii	State GC Business License Class: A General Engineering , C-17 Excavating, Grading and Trenching, C-68FF synthetic Field Surface	<u>CT-30516</u>
Idaho	State GC Business License	<u>RCE-40755</u>
	State Public Works GC License	<u>PWC-C-16872</u>
Iowa	State Contractor Certificate Division Of Labor	<u>C094005</u>
Kentucky	Secretary of State Business Registration	<u>625725</u>
Louisiana	State GC Business License Class: BUILDING CONSTRUCTION; SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES	<u>42197</u>
Maryland	State Business License Class: 66 Out-of-State Contractor (Not for home Improvement)	<u>11234853</u>
Massachusetts	State General Contractor License (Construction Supervisor)	
Mississippi	State GC License Class: Building Construction , Install of Athletic Turf, Running Tracks , Tennis Courts	<u>07329-MC</u>
Montana	State GC Registration	<u>69995544607</u>

Nebraska	State GC Registration Certificate	42346-23
Nevada	State GC License Class: A General Engineering	0059089
	State Business License	<u>NV20041450788</u>
New Jersey	State GC License Classifications: C061 Athletic Fields/ Synthetic Turf, C060 Athletic Fields/Tracks/ Courts, C019 Concrete, Found. Footings / Masonry Work, C022 Fencing, C059 Road Construction & Paving, C107 Seating /Bleachers, C056 Sewer Piping & Storm Drains, C054 Site Work.	
	State Business Registration	1063789
New Mexico	State GC License Class: GB98 General Building , GF05 Recreation Areas	90360
	State Certificate Of GC Registration Effective 09/16/2022	<u>71720050714</u>
	State Public Works	71720050714
North Carolina	State GC License Class: Unlimited Building & Highway	68065
North Dakota	State GC License Class: A	37269
Oregon	State GC License Class: Commercial General Contractor Level 1	196949
Rhode Island	State GC License Class: Commercial Contractor	<u>GC-38999</u>
South Carolina	State GC License Class: BD5 Building Unlimited	<u>CLG.114510 GS</u>
Tennessee	State GC License Class: BC-19 , BC-25 Unlimited (Tennis Courts), BC-28, BC-31, BC-7; S-Synthetic Tur; S-Wtr&Swr Systm	52685
Texas	State Electrical Contractor License	<u>34802</u>
Utah	State GC License Class: B100 General Contractor, S310 Foundation,Excavation and Demolotion, S330 Landscape and Recreation Contractor	<u>5764605-5501</u>
Vermont	State GC License	110021
Virginia	State GC License Class: A	<u>2705125931</u>
Washington	State GC License Class: CC01- General	<u>HELLACI967QH</u>
West Virginia	State GC License Class: General Building Painting	<u>WV045897</u>

ATT Sports, Inc.
State Licenses and Registrations

<u>State</u>	<u>Document</u>	<u>License Number</u>
Connecticut	Department of Revenue Services – Tax Permit	Reg. Number 003288651-001
Delaware	City of Wilmington – Business License	Acct. Number 11003746 License Number 65095
	State of Delaware Department of Finance Division of Revenue Non-Resident Contractor	Active Business License 2006206972
	State of Delaware Department of Labor Public and Private Work	Certificate Number DE-2022-000006141
District of Columbia	Department of Consumer and Regulatory Affairs Basic Business License	Class A License Number 410521000607
New Jersey	State of New Jersey Business Registration	Certificate Number 1068885
	State of New Jersey Division of Property Management and Construction (DPMC)	Agg. - \$15,000,000 Trade – C060 – Athletic Fields/Tracks/Courts
	State of New Jersey Schools Development Authority (NJSDA)	Agg. - \$2,000,000 Athletic Fields/Tracks/Courts
	State of New Jersey Department of Labor and Workforce Development Public Works Contractor Registration	Certificate Number 636372
	State of New Jersey Annual Report	ID Number: 0100927594 Type: DP Formation Date: 06/2004
	State of New Jersey Sales and Use Tax	Reg. Number 200-690-367/000
	Certificate of Employee Information Reporting	Certificate Number 53804
New York	New York City School Construction Authority (SCA)	Pre-qualification Approval Tax ID – 20- 0690367 Paving and Surfacing (02700) Valued by SCA at <\$1,000,000
	Department of State Division of Corporations (Entity Information Annual)	DOS ID 3081451
	Department of Taxation and Finance	200690367
North Carolina	Annual Report	State ID 1380815
Pennsylvania	PA Corporation	State ID 3235131
Rhode Island	Foreign Corporation Filing	Annual Report
Virginia	Commonwealth of Virginia Department of Professional and Occupational Regulation Class A Contractor	License Number 2705140666
	Fairfax County BPOL Filing Department of Taxation	VA State License Number 2705140666 Conf. # 2478007
	Virginia State Corporation Commission	Entity ID F1796111

LANDTEK CONTRACTOR LICENSES

New York Licenses	Issuing Authority	License Number
Certificate of Incorporation	NYS Dept of State	
Certificate of Authority-Sales Tax	Div. of Taxation and Finance	
Sales and Use tax Certificate	Div. of Taxation and Finance	60-8017912796-6
Business Corporation Biennial Statement	NYS Dept of State	NYS DOS ID# 1296258
Certificate of Good Standing / Annual Report	NYS Dept of State	
Dun and Bradstreet number	Dun and Bradstreet	805090248
NYS Unemployment Identification Number	NYS DOL	85214713
Vendor Responsibility NYS	NYS	
Vendor Responsibility - NYSDOT update (same as Vend Rep) CCA-2	NYSDOT	
Pesticide Applicator (3 year registration) LandTek	NYS Dept of Environ. Conserv.	01907
Kevin Malone (3A)	NYS Dept of Environ. Conserv.	C1629830
Guy Fitzgerald (3A)	NYS Dept of Environ. Conserv.	C1672396
Frank Phillips (3A)	NYS Dept of Environ. Conserv.	C2871918
Robert Touchette (3A)	NYS Dept of Environ. Conserv.	C1883835
Chris Fox (3B)	NYS Dept of Environ. Conserv.	C0895386
Vendex-MOCS / Pass Port	NYC Mayor's Office	Vendor #000555332
NYCSCA Prequalification Approval	NYC School Construction Authority	
NYCDOT Permittee Management System	NYC DOT	23012
NYCDOT Street Obstruction Bond	NYCDOT	B'LY1920068
NYC Department of Buildings (bond and insurance)	NYC Department of Buildings	Tracking #602041
NYC Permits - NYC Streets.net	NYC Department of Buildings/DOT	Permittee # 23012
Certificate of Tax Clearance-Hwy Use	Dept of Taxation and Finance	
International Fuel Tax Agreement (IFTA)	NYS Dept of Taxation & Finance	112945683
Highway Use Tax Registration	NYS Dept of Taxation & Finance	112945683
Unified Carrier Registration	NYSDOT	1514464
Heavy Highway Use Reistration	US Treasury IRS	1514464
MCS-150 - Biennial Update	FMCSA	1514464
Suffolk County Hydrant Use Permit - TK77	SC Water Authority	300052376
Licensed as a Fleet Inspection Station	NYS DMV	7114190
Permit to Operate Hazmat Storage Facility	Suffolk County Dept of Health Services	approved
Home Improvement Contractors License	Nassau County - Consumer Affairs	H2218000000
Lead Certification - Needed for NC HI license - Ed Ryan	EPA/Able Safety/NC	R-I-75920-20-00181
Home Improvement Contractors License	Suffolk County - Consumer Affairs	52007-H
Town Of N. Hempstead Fence Erector License	Town Of N. Hempstead	0328 FE
Incorp.Village of Valley Stream Fence Contractor License	Inc. Village of Valley Stream	8372
Town Of East Hampton Home Improvement License	Town of East Hampton	8236-2016

New Jersey Licenses	Issuing Authority	License Number
Certificate of Authority-Sales Tax	State of NJ	0100741727
Certificate of Good Standing / Annual Report	NJS Department of State	
Business Reg. Certificate	State of NJ	975955
Public Works Contractor Registration Act	NJ Dept of Labor	618910
Certificate of Authority-Sales Tax Use	NJ Division of Tax	0000144436
Certificate of Employee Info. Report	State of NJ	35409
Payroll records outside of NJ	NJ Dept of Labor	12996
DPMC Prequalification Approval	NJ Dept of Treasury	
SDA Prequalification Approval	NJSDA-Schools Develop Authority	
NJ Election Law Enforcement Annual Report	Election Law Enforcement Commission	
Pesticide Applicator Business License - LandTek	NJ Dept of Environmental Protection	901798
Kevin Malone	NJ Dept of Environmental Protection	54457B
Chris Fox	NJ Dept of Environmental Protection	55528B
Commercial Certified Fertilizer Applicator	see Kevin Malone	
Kevin Malone	NJ Dept of Environmental Protection	C003724
Hoboken BOE Vendor Information Form	Hoboken BOE	Vendor # 4677
CT Licenses	Issuing Authority	License Number
Certificate of Authority	CT Secretary of State	0002442280
Certificate of Good Standing / Annual Report	CT Secretary of State	
Business Tax Registration	CT Secretary of State	0323956-000
Major Contractor Registration - License	CT Dept of Consumer Protection	MCO.0903320
CT DAS - Dep't of Administrative Services Prequalification application	Department of Administrative Services	
CT DAS - Tax Status Letter	Department of Revenue Services	need for DAS renewal
DE Licenses	Issuing Authority	License Number
Certificate of Authority	State of Delaware	4389649
Certificate of Good Standing / Annual Report	DE Secretary of State	
DE Contractor License	State of DE - Division of Revenue	2009102753
DE Contractor Registration Certificate	State of DE	DE-2021-000000446
New Castle DE - Local Business registration	New Castle County	LC4557
City of Wilmington Business License	City of Wilmington (acct # 11025937)	91379
DNREC Sediment and Stormwater Program (Certified Responsible Person)	DE Dep't of Natural Resources	
District of Columbia (DC)	Issuing Authority	License Number
Certificate of Authority	Dept of Consumer & Regulatory Affairs	201006110198 35
Certificate of Good Standing / Annual Report	Dept of Consumer & Regulatory Affairs	
Annual Report - 2 year report	Dept of Consumer & Regulatory Affairs	
Federal Licenses	Issuing Authority	License Number
SAM - The System for Award Management	US Federal Government	805090248
Fema Industry Liason Program	Department of Homeland Security	
US Army Corp of Engineers (SAM)	US Federal Contractor Registration	
FL Licenses	Issuing Authority	License Number
Certificate of Authority	State of Florida	F1200000807
Certificate of Good Standing / Annual Report	State of Florida Department of State	
IL Licenses	Issuing Authority	License Number
Certificate of Authority	Office of Secretary of State	F6825-808-1
Certificate of Good Standing / Annual Report	Office of Secretary of State	F6825-808-1
MA Licenses	Issuing Authority	License Number
Certificate of Authority	Secretary of The Commonwealth of Massachusetts	13020863030
Certificate of Good Standing / Annual Report	Ma. Secretary of State	

MD Licenses	Issuing Authority	License Number
Certificate of Authority	State Department of Assessments & Taxation	n/a
Certificate of Good Standing / Annual Report	State Department of Assessments & Taxation	F12889242
Sales & Use Tax License	Comptroller of Maryland	1478008
Out-of-State Contractor License	State of MD-Circuit Court(Prince Geo. County)(90)	16363368
MI Licenses	Issuing Authority	License Number
Certificate of Authority	Dept of Licensing & Regulatory Affairs	60563X
Certificate of Good Standing / Annual Report	Dept of Licensing & Regulatory Affairs	60563X
NC Licenses	Issuing Authority	License Number
Certificate of Authority	Department of the Secretary of State	C201412700029
Certificate of Good Standing / Annual Report	Department of the Secretary of State	
PA Licenses	Issuing Authority	License Number
Certificate of Good Standing / Annual Report	Pa Dept of State	TSC1610121621113-1
Certificate of Sales Tax License	Dept of Revenue	85195624
PA WC insurer code (2020-2021)	2228	
PA unemployment account number	45-16752	
Radnor Township Contractor License	Township of Radnor	10172
Township of Lower Merion Contractor License	Lower Merion Township	12462
Philadelphia Licenses		
Commercial Activity License	City of Phila-Dept of Licenses	575048
Contractor's License Trade License	City of Phila-Dept of Licenses	41805
Certificate of Tax Clearance	City of Phila-Dept of Licenses	41805
RI Licenses	Issuing Authority	License Number
Certificate of Authority	State of RI and Providence Plantations	201438027520
Certificate of Good Standing / Annual Report	State of RI and Providence Plantations	
SC Licenses	Issuing Authority	License Number
Certificate of Authority	Office of Secretary of State	150327-0248
Certificate of Good Standing / Annual Report	SC Department on Revenue	
VA Licenses	Issuing Authority	License Number
Certificate of Authority	State Corp. Commission	F1826835
Certificate of Good Standing / Annual Report	VA Department of State	
Certificate of Registration for the Collection of Use Tax	Commonwealth of VA	
VA Class A Contractor's License	State of VA	2705136568
County Of Fairfax, BPOL	County of Fairfax	2157746
County of Fairfax, time and material approval	County of Fairfax	2060020
City of Richmond BPOL	City of Richmond	31760
University of Richmond - tax exempt certificate	Commonwealth of VA	SE540505965F02162017
Prince William County, BPOL	Prince William County	16L06352
Loudoun County, BPOL	Loudoun County	504840
Henrico County, BPOL	Henrico County (acct# 002-00614404)	T16614404
Virginia Fertilizer/Lime Contracor Applicator	Viginia Dept. of Agriculture & Consumer Services	57-504633
RLD Training (Responsible Land Disturber)	Department of Environmental Quality	
PWSCA - Water District - Hydrant Meter Permit	PWSCA	
Virginia School Boards Associations	VSBA	
W.V Licenses	Issuing Authority	License Number
Certificate of Authority	State Corp. Commission / Secretary Of State	UF000301915001
Worker's Comp Notification	Department of Commerce	
Certificate of Good Standing / Annual Report	Secretary of State (business4wv.com)	
Business Tax Registration	State Tax Department	2293-0341
Pass Through Entity Tax - Annual Partnership	State Tax Department	2292-4005
WV Unemployment Compensation	State of WV	registered 1/20/14
WV Contractor Registration	West Virginia Contractor Licensing Board	WV051802
City of Bridgeport Business License	Tax/License Division/Bridgeport	070136

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.

TenCate Grass currently holds cooperative contracts through Omnia and 1GPA both awarded in 2024 and currently does not have data for sales as these are newly awarded. TenCate has held a TIPS contract; however, this contract was utilized prior to our acquisition of large and notable companies in the sports surfacing industry nationwide and prior to TenCate's availability of our cooperative contracts to these companies which collectively have done hundreds of millions of dollars in cooperative sales independently throughout the US. It is our intent for all the TenCate Grass Sports Division companies to utilize TenCate's awarded cooperative contracts collectively. Please refer to our responses under this 1.4 section for the potential of cooperative sales under an awarded contract.

<p>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)?</p>	<p>Tencate Grass N.A. total revenue for 2025 is projected to exceed \$1.5 Billion. Approximately 75% will be from the educational sector K-12 and higher education, both public and private.</p>
<p>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)?</p>	<p>We project 10% of our total revenue in 2025 to be to governments and local municipalities. The remaining 15% would be to private development and professional teams.</p>
<p>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.</p> <p>Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and 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. 	<p>Please see response provided below under 1.4.4.</p>

2. CAPABILITIES

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product Offering & Description(s). Provide a detailed description of the products you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to performance characteristics, differentiators, manufacturing capabilities & advantages, innovation and technology, regulatory & safety standards, or any other piece of information that would help understand the</p>	<p>We offer our sports surfacing products and the installation of those products. TenCate Grass and its subsidiaries are the manufacturers of our product offerings and have the capabilities to install new or replace, repair and maintain synthetic turf fields, running tracks, tennis, basketball, pickleball courts, playgrounds, natural grass playing fields. We offer all of the equipment and accessories necessary for a full turnkey installation of athletic facilities and offer construction services to include, but not limited to site work, civil work, demolition, excavation, stabilization, drainage, asphalt paving, post tensioned concrete, concrete flatwork, sidewalks, retaining walls. We offer new turnkey installation and renovations of athletic facilities to include any of the aforementioned items as well as sports pavilions and canopies, fieldhouses, bleachers/seating, press boxes</p>
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<p>understand the breadth and depth of the proposed product offering.</p> <p>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.</p>	<p>and grandstands, restroom facilities, concession buildings, storage buildings , scoreboards and media displays, wall systems and panels, fencing, parking lots, irrigation, batting cages, dugouts, trails, landscaping and sports lighting. We offer services such as engineering, surveying, and design. Please also refer to our Pricing Sheets which include RS Means coefficients and alternative costing methods for products and installation services not expressly stated above and in unit pricing. Please also refer to documents provided under Supplemental Proposal Information.</p>
<p>2.1.2. Service & Solution Capabilities. Provide a detailed description of the services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to turnkey capabilities, 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.</p> <p>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.</p>	<p>As stated in 2.1.1, TenCate and its family of companies offer turnkey installation of all products to include, but not limited to, estimating, design, engineering, testing, project management, installation, construction, maintenance training, repair, cleaning, and maintenance nationwide.</p>
<p>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.</p>	<p>Please refer to prior response. We are able to offer sports equipment and any other ancillary products or services to enhance the sports surfaces and/or build an athletic facility that houses all the sports surfaces we are able to install. Our subsidiary GeoSport Lighting, LLC is a manufacturer and installer of sports lighting which all of our TenCate companies can offer and install. We can also offer natural grass should a customer request. These can be provided at a cost below the RS Means unit price book and proposed coefficient or through alternative cost method proposed herein. Also, please see below for information on our Center for Turf Innovation which we believe adds value to our offerings and sets us apart from others..</p>
<p>We are part of a very competitive industry which motivates us and our most worthy competitors to place a great emphasis on product research, safety and innovation. This has resulted in state-of-the art surfaces far beyond the imagination of the first-generation turf products. As such, we must strive to pursue excellence and sustainability beyond that of our competition which has led to remarkable advancements in our turf technology.</p> <p><u>CENTER FOR TURF INNOVATION</u></p> <p>Our dedicated research and development team at the Center for Turf Innovation (CTI), established as a hub for research, development and collaboration, works tirelessly to create solutions that enhance the playability,</p>	

safety, and longevity of synthetic turf systems. At TenCate, innovation is at the heart of everything we do, driven by our desire for performance, sustainability, and circularity. We achieve this through the CTI and our three-pillar approach:

- **Player Perspective:** Our innovation labs focus on understanding player-surface interactions. With the latest state-of-the-art testing and manufacturing technologies, we invite top-level players to test our developments, simulating real game situations. Our testing equipment is specially designed for easy transportation, allowing us to test our systems at any location around the world. This helps us design turf systems aimed at elevating athletes' overall performance.
- **Sustainability:** Committed to tackling global challenges like water scarcity and plastic waste, we create products that are environmentally conscious. Our zero-water hockey fields alone save approximately 3 million liters of water annually.
- **Circularity:** Emphasizing a circular design philosophy, our One-DNA turf solutions for landscaping and sports are made of a single material. This allows for easy recycling without compromising quality or performance.

By sharing our research, we empower partners and customers to join us in pioneering more sustainable, innovative solutions for society.

Our R&D team is led by Colin Young, Global Director of Research & Development at TenCate. Colin is heavily involved in the development and improvement of the synthetic turf industry at large and takes a keen interest in improving synthetic turf for the benefit of its users and the environment. He is Chair of the EMEA Synthetic Turf Council (ESTC) and of the Non-filled Working Group at the FIFA Technical Advisory Group.

ONE-STOP TURNKEY PROVIDER

Not only does our commitment and action in the field of research and development set us apart, but also our strategy to meet our goal of achieving the largest percentage of sports surfaces covering the U.S.

We have continued to build TenCate Grass through the acquisition of proven industry leaders not only in the manufacture of high-quality sports surfaces but in the installation of those surfaces and the proven capabilities and resources to also provide complete turnkey construction of the athletic facilities that house them. Our vision is to provide customers not only with superior and safe sports playing surfaces, but provide a one-stop solution from design to completion of an entire athletic facility. Our TenCate Grass family is comprised of state-of-the-art manufacturing facilities as well as companies with the proper General Construction and Specialty licenses in every jurisdiction (see , employees that include highly experienced sports construction superintendents and installation crews, sports lighting installers, ASBA certified turf, track and court builders, professional designers, engineers and own thousands of pieces of construction equipment, vehicles and trucks to deliver and build complete athletic complexes. Equalis members will only need to make one phone call for all of their sports playing needs.

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.

Please refer to our response to 2.1.3. The TenCate Grass Sports Division has a network of suppliers to include raw materials, sports equipment, and any sports surfaces and facility construction related products available due to the volume we sell and install as well as our longevity and excellent working relationships. This has allowed us to establish preferential terms, pricing and availability from many suppliers to accommodate the needs of our customers.

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

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 in **Attachment B – Cost Proposal.**

Please see below response.

We are proud of the fact that many of our customers are repeat customers who are the best example of the superiority of our products and our after-the-sale commitment. Our surfaces and installations historically perform well past the warranty period provided the proper care and maintenance. Should the need arise, we do have a streamlined Warranty Claim process in place.

Our policy is to respond to customer warranty issues between 24 and 48 hours of notification. Our TenCate Grass Sports Division companies have installation crews working on projects throughout the U.S. at any given time and can dispatch a crew immediately depending on the urgency of the claim, if we have crews working in the area, and if Owner can secure the area for our crews to perform the work.

We will work closely with the Equalis Member (aka Owner) to schedule the work once we have received the information needed to assess the issue such as detailed photos from the Owner, we have verified the claim is within the warranty period and the Owner has made the premises available for our crews to mobilize and do the work.

We can perform repairs and warranty work at any time including after hours, weekends and holidays should the need arise at Owner's request. Our superintendents and crew foremen are equipped with cell phones, cameras and laptops enabling them to report progress in nearly real time if so requested.

Our team is always available to our customers with any questions regarding the maintenance of their surfaces by calling our dedicated customer service number provided to every customer prior to completion of their project. We will have a dedicated warranty and customer service hotline for Equalis Members to use no later than the end of this year.

The warranty periods for our product materials and labor are as follows:

Type	Product	Warranty Years
Synthetic Turf	Pivot	12 years
Synthetic Turf	Iron Turf	10 years
Synthetic Turf	All other than above	8 years
Shock Pad	MaxFlo+/GeoFlo+	25 years
Turf Base Construction	NA	1 year
Shock Pad	Cushdrain	25 years
Shock Pad	MaxFlo/GeoFlo	8 years

Shock Pad	The Wave	15 years
Shock PadPad	Soteria	20 years
Shock Pad	G-Max Drain	10 years
Polyurethane track new surface	All	5 years
Polyurethane track re-tops	All	1 Year
Latex track surfaces	All	3 years
Acrylic Court surfaces	All	1 Year
Sports Lighting	All	10 years for parts, 1 year for installation
Construction	NA	1 Year
Post Tension Concrete	Courts	1 year
Asphalt Base Construction	Tracks/Events	1 year

Should Equalis Members require products not manufactured by Polyloom, we will provide warranty information to the Member with our submittal package which is provided prior to use/installation for their written approval. Should any defects/performance issues arise in connection with such product or accessories, we will assist the Member with any return or replacement, if warranted.

Extended warranties are available (please refer to our pricing sheets); however, with proper maintenance and care of our surfaces, our surfaces can last beyond the warranty period. We offer training and guidance to our customers upon the completion of our surfacing projects so that they may maintain their fields with their own staff.

We also offer cleaning/maintenance services for all of our surfaces--pricing for which can be found in our Pricing Sheets.

Below is an example of what Equalis Members can do themselves to prolong the use of their turf playing surfaces. We are always available to answer maintenance questions.

QUICK TIPS

- ✓ Ensure inlays and seams properly adhere to avoid any tripping hazards and potential repairs.
- ✓ Monitor infill levels to avoid excessive wear in high-traffic zones.
- ✓ Groom your field every 4-6 weeks using a drag brush. Steer clear of tines for newer surfaces.
- ✓ Replenish infill in frequently used areas for a consistent surface.
- ✓ To prevent weeds, keeping the perimeter clear of aggregate buildup is important.

TURF MAINTENANCE

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-

TenCate Grass is committed to providing efficient and reliable distribution of our products/services within North and South America. Our approach ensures timely fulfillment and delivery, supported by a robust supply chain and internal/external logistics network.

- **Distribution Facilities:** Our distribution network operates with multiple manufacturing and warehousing facilities to provide convenient support and access to our products/services. All these facilities are strategically

time delivery rates, and your ability to accommodate expedited orders.

- located to optimize inventory management and order fulfillment.
- Supply Chain Partners: We collaborate with fully vetted partners to enhance efficiency and ensure consistent availability of products.
 - Fill Rates & On-Time Delivery: We maintain all fill rates and an on-time delivery rate of 97%, ensuring reliable service to our customers.
 - Expedited Orders: We offer expedited shipping options, including next day/two day delivery services with our logistic partners to accommodate urgent orders and meet critical deadlines.

Our products and services are available in all 50 states. In addition to all of our TenCate Grass Sports Division locations included in our RFP response to 1.3.3, we have our manufacturing facilities as shown below.



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

Our customer service support philosophy is to exceed our customer's expectations. We achieve this by striving to do the job right the first-time minimizing warranty issues, educating our customers on the proper maintenance of our products and quickly responding to any customer service issues. Our TenCate network has offices located throughout the U.S. and installation crews are

location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.	working on projects throughout the country at any given time. We can dispatch someone immediately if working in the area. We can perform repairs and warranty work at any time including after hours, weekends and holidays should the need arise. Our TenCate Grass Sports Division companies located nationwide can work and support each other on any customer service issues, repair requests, etc. that may need immediate attention which provides for a vast network of able and knowledgeable personnel most within driving distance to most locations that may need assistance. We are presently working on establishing a TenCate customer service hotline to further ensure quality assurance by our TenCate family of companies.
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.	All sales are made directly through the TenCate Grass Sports Division companies' sales teams. Equalis members will work directly with a TenCate Grass or TCG company salesperson or team that is dedicated to serving their location. Our sales team will meet with the customer, visit and assess the site, and gather all of the necessary information needed by our in-house estimating departments to create an accurate estimate and proposal that does not exceed our Equalis discounted pricelist. Our CRM software is utilized to enter opportunities and input all the information our estimators need to accurately prepare a proposal that will contain an awarded Equalis contract number and pricing that does not exceed our Equalis price list (See response to 6.1.3). It is our goal for proposals to be firm, transparent and eliminate the need for any change orders. Once the Equalis member accepts our proposal, we will get the project on our project schedule to ensure the materials are ordered for timely delivery and installation and a contract will be drafted by us or the member or the member will issue a PO to the relevant TenCate Sports Division company referencing an Equalis contract number. We will promptly begin the submittal process for the customer/Equalis member to review and approve if not already begun during the proposal process. Most of our projects are billed through progress billing and based on a schedule of values and final retention payment after final acceptance.
3.3.2. Financing. Does your company offer any financing options or services? If yes, describe the financing options available to Members.	Yes. We are able to offer financing options.
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.	Single \$30,000,000 and Aggregate \$100,000,000. Please see bonding capacity letter included herein.
3.5. Sustainable Company Initiatives	
3.5.1. Sustainability, Reclamation, and Recycling Initiatives. Describe the ways in which your	TenCate offers the first truly circular solution for artificial grass. Employs a first-of-its-kind zero-waste field solution;

company is addressing the issue of sustainability.	<p>Diverts thousands of square feet of materials from landfill or incinerators; Provide tons of material to the circular economy; Ensures turf never contributes to a school or community's waste footprint</p> <p>PLEASE SEE TENCATE RECYCLING SOLUTIONS BROCHURE INCLUDED HEREIN</p>
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4. PRICING

4.1. Cost Proposal

<p>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.</p> <p>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.</p>	<p>We are submitting line items for turnkey (product and installation) unit pricing as well as material only unit pricing both of which will allow for the facilitation of auditing by Equalis. Shipping is included in line-item pricing. Taxes and prevailing wages are not included in line-item pricing. Turnkey line-item pricing is based on David Bacon wages in Travis County, TX. Construction items will be priced using an RS Means coefficient. An alternative method of costing is proposed for items not on our price list or available through RS Means. Open Market Items/Sourced Goods are to be priced through cost plus a not to exceed 20% markup for the product and RS Means for labor.</p>
<p>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.</p>	<p>To verify and audit pricing, Equalis members can request that we provide them with a line-item price breakdown that will show the not to exceed pricing and the pricing extended to the customer along with any further discounts. The breakdown makes it easy for the customer to compare their proposal pricing to our Equalis price list.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p>Click or tap here to enter text.</p>
<p>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.</p>	<p>Yes. Shipping is included in our line-item pricing for projects in the continental U.S.. Projects in Hawaii, Alaska, Puerto Rico and Hawaii may include shipping costs and mobilization costs far higher than those incurred in the continental US. These will vary on a case-</p>

	by-case basis and will be commensurate with the additional costs incurred by TenCate Grass.
<p>4.1.5. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	An alternative method of costing is proposed for items not on our price list or available through RS Means. Open Market Items/Sourced Goods are to be priced through cost plus a not to exceed 20% markup for the product and RS Means for labor.
<p>4.1.6. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are <u>NOT</u> included in the Cost Proposal. This 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.</p>	Geotechnical engineering/testing of soils is not included. We recommend a customer have soils tested independently to determine if any soil remediation is needed prior to the construction of a field, track or court. We are able to assist Equalis members with selection of a reputable firm and can provide this service under an awarded Equalis contract as an open market item. Permitting is a pass through.

5. GO-TO-MARKET STRATEGY

5.1. Respondent Organizational Structure & Staffing of Relationship

<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	Please see 5.1.1 below
<p>Executive Contact (Primary Contact)</p> <p>Ruth Hawley, Director of Cooperative Purchasing r.hawley@tencategrass.com 512-809-9509</p> <p>Ms. Hawley began her career in the synthetic turf industry in 1998 with American Sports Products Group, Inc. She has embraced various challenging roles with leading sports surfaces and construction companies encompassing compliance, project management, estimating, contracting and procurement. She began and led Hellas Construction, Inc.'s cooperative purchasing department for the last ten years with nearly \$1 billion in sales through cooperative contracts. She now brings her experience to TenCate Grass. She will be the main contact for Equalis upon an award. Ms. Hawley holds a B.A. Degree in International Studies and Economics from St. Edwards University in Austin, TX.</p>	

Contract Manager

Ruth Hawley, Director of Cooperative Purchasing
r.hawley@tencategrass.com
512-809-9509

Sales Leader(s)

Martin Olinger, President TenCate Grass Sports Division
m.olinger@tencategrass.com

Marty Olinger comes to Tencate with 16 years of experience in the industry. Prior to that he held successful senior leadership positions with industry leading consumer product and consumer service companies. He is a graduate of Miami University, OH with a degree in Business Management.

Sydney Stahlbaum, Vice President Sales Operations and Enablement
s.stahlbaum@tencategrass.com

Reporting Contact

Ruth Hawley, Director of Cooperative Purchasing
r.hawley@tencategrass.com
512-809-9509

Marketing Contact

Erika Rumpke, Director of Marketing
e.rumpke@tencategrass.com
513-484-6795

5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

Please see response that follows below

Our sales team consists of the following:

Highest level executive in charge of national sales team:

Martin Olinger, President of TenCate Sports Division
Phone: (404) 229-4135
m.olinger@tencategrass.com

Mr. Olinger will oversee and manage the sales teams of all TenCate Grass Sports Division subsidiary companies. Each company also has a sales leadership team all of which report to Mr. Olinger.

The Ten Cate Grass Sports Division's companies are made up of a vast network of locations and sales personnel strategically located throughout the entire country. There is no territory in the U.S. left untouched. Please refer to 1.3.3 that lists all of TenCate Grass companies and locations all of which have knowledgeable and motivated salespersons promoting the products and services provided under this RFP response.

TenCate Grass Sports Division Sales Team

First Name	Last Name	Job Title	Company	Region
Bob	Aurich	Technical Sales/Construction Project Director	Academy Sports Turf, Inc.	CO, NM, UT, WY, ID
Steve	Jewell	Sr. Sales Manager	Academy Sports Turf, Inc.	CO, NM, UT, WY, ID
Paul	Kelley		Academy Sports Turf, Inc.	CO, NM, UT, WY, ID
Doug	Kahler	Sales Director	Academy Sports Turf, Inc.	CO, NM, UT, WY, ID
Phil	Pirro, JR	VP	Applied Landscape Technologies	Northeast & Mid-Atlantic
Allen	Hubbard	Sales Manager	Athletic Fields of America	Northeast & Mid-Atlantic
Patrick	Buganski	Business Development Manager	ATT Sports	NE
Roman	Slaybaugh	VP, Business Development (Western Region)	GeoSport Lighting	West Coast & Southwest / Mountain Region, Pacific NW
Bill	Smith	President	GeoSport Lighting	Broad US
Don	Massey	Business Development Manager	GeoSport Lighting	TX
Dan	Leahy	Sales	GeoSport Lighting	Northeast & Mid-Atlantic
Charlie	Dawson	CEO, TenCate Sports	TenCate	Broad US
Ryan	Bowie	Regional Sales	GeoSurfaces	GA, TN
Michael	Cain	Mgr., Track Sales & Marketing (West Region)	GeoSurfaces SE	Broad US, focused on West Coast / Southwest
Bryan	Conley	Director of Tracks (SE)	GeoSurfaces SE	Southeast
Billy	Dawson	Dir., Business Development (BTR)	GeoSurfaces BTR	LA, AR
Lauren	Doneski	Dir., Business Development (NE)	GeoSurfaces NE	Northeast & Mid-Atlantic
John	Huard	VP, Project Manager (NE)	GeoSurfaces NE	Northeast & Mid-Atlantic
Anthony	James	Track Sales (SE)	GeoSurfaces SE	VA, NC, SC, GA, FL
Jason	Melot	Business Development Mgr. (BTR)	GeoSurfaces BTR	OK
Todd	Penley	VP, Business Development (SE)	GeoSurfaces SE	VA, NC, SC, GA, FL
Lance	Rosenberger	Sr. VP, Construction Services (SE)	GeoSurfaces	VA, NC, SC, GA, FL
Jim	Stalford	Sr. VP, Track Division	GeoSurfaces	Broad US
Adele	Styborski	Sales Coordinator (SE)	GeoSurfaces	VA, NC, SC, GA, FL
Jeff	Trexler	Sales (SE)	GeoSurfaces	VA, NC, SC, GA, FL
Matt	Wait	Dir. of Business Development (BTR)	GeoSurfaces	VA, NC, SC, GA, FL

Danny	Williamson	Track Sales (SE)	GeoSurfaces	VA, NC, SC, GA, FL
Peter	Kirsch	Director of Business Development	GeoSurfaces	LA, TX, MS
Mark	Driver	Business Development	GeoSurfaces	Southeast
James	Beever	Sales	GeoSurfaces	IL, IN
Brian	Cole	Sales	GeoSurfaces	OH, IN, MI
John	Eldridge	Director of Business Development	GeoSurfaces	LA, AR
John	Lantz	Business Development	GeoSurfaces	KT, TN, AL, MS
Jody	Factor	President	Midwest Sport and Turf Systems	Midwest
Tom	Cunniff	Sales	Midwest Sport and Turf Systems	Midwest
Kevin	Reynolds	Sales	Midwest Sport and Turf Systems	Midwest
Ryan	Anderson	Sales	Midwest Sport and Turf Systems	Midwest
Henri*	Childs	Sales	Midwest Sport and Turf Systems	Midwest
Robert	Norman	Sales	Midwest Sport and Turf Systems	Midwest
Steve	Einspanier	Regional Business Development Manager	TenCate	IA, MO, NE
Chad	Feris	Sr. VP, Sports Division	TenCate	Broad US
Chuck	Fleishman	Dir., Sports Business Development	TenCate	Deep South & Midwest
Ryan	Reid	Director of Baseball & Regional Business Development Manager	TenCate	Broad US
Cody	Robinson	Project Manager (GreenFields)	TenCate	Broad US
Troy	Squires	VP, Business Development	TenCate	Broad US
Hunter	Green	Sales & Project Manager	TenCate	Broad US
Dave	DiGeronimo	Sales Director (California)	VPG	West Coast
Lance	Ellis	VP, Sales and Marketing	VPG	West Coast
Lawrence	Hamocon	VP, Operations	VPG	West Coast
Kip	Olsen	President	VPG	West Coast
Jarrold	Lawson	Business Development	VPG	West Coast
Greg	Morales	Business Development	VPG	West Coast
Steve	Davey	President	Byrom Davey	Southern California
Eric	Jennings	Vice President	Byrom Davey	Southern California
Mike	Ryan	President	Landtek	East Coast
Ed	Ryan	Vice President	Landtek	East Coast
John	Sulinski	COO	Landtek	East Coast
Marty	Lyons	Senior Vice President	Landtek	East Coast

John	Nitti	Vice President of Sales & Marketing	Landtek	East Coast
Chris	Hines	Account Manager	Landtek	Tri-State Area, PA
Kevin	Malone	Account Manager	Landtek	NY, NJ, CT, PA
Mike	Quick	Account Manager	Landtek	NY, NJ, CT, PA
Jason	Randall	Account Manager	Landtek	NY, NJ, CT, PA
Craig	Sampsell	Account Manager	Landtek	MD, VA, NC, SC, GA
Wes	Hardin	Account Manager	Landtek	FL
Chris	Spitznas	Account Manager	Landtek	PA, NJ
Marlene	Young	Account Manager	Landtek	NY, NJ, CT, PA
Kuhns	Michelle	Regional VP of Sales, Central Region	Hellas	KS, MO, NE, IA, ND, SD
Rose	Justin	Regional VP of Sales. West Coast and Pacific NW	Hellas	OR, WA, MT, ID
Towlsey	James	Regional VP of Sales, Western Region	Hellas	CA

Kanough	Mazen	Business Development Manager	Hellas	Southern California
Young	Jennifer	Business Development Manager	Hellas	Southern California
Belleci	Robert	Business Development Manager	Hellas	Northern CA
Chase	Ross	Business Development Manager	Hellas	CO, NM, WY
Winney	Jeff	Business Development Manager	Hellas	AZ
Fisher	David	Business Development Manager	Hellas	OK, AR, N. TX
Redovian	Jimmy	Business Development Manager	Hellas	KY, TN
Drummonds	Ryne	Regional VP of Sales SE	Hellas	AL, GA
Petrucelli	Shamus	Business Development Manager	Hellas	OH, PA, WV
Burtcel	Brian	Business Development Manager	Hellas	NJ
Valentine	Kyle	Business Development Manager	Hellas	LA, MS
Glass	Tina	Business Development Manager	Hellas	IN, SW OH
Quaye	Reginald	Business Development Manager	Hellas	VA, MD, DE
Linke	Dean	Regional VP	Hellas	NC, SC
McCoy	Daniel	Business Development Manager	Hellas	NC, SC
Swearingen	Jeff	Business Development Manager	Hellas	N. FL
Banker	Kolby	Business Development Manager	Hellas	S. FL
Ball	Mark	Business Development Manager	Hellas	NW Texas

Richardson	Chase	Business Development Manager	Hellas	North Central TX
McBride	Joe	Business Development Manager	Hellas	NE TX
Bullock	Randy	Senior Vice President of Business Development	Hellas	DFW Area
Rodriguez	Armando	Business Development Manager	Hellas	West Texas
Heath	Tony	Business Development Manager	Hellas	SE TX
Massey	Chris	Business Development Manager	Hellas	SE TX
O'Donnell	Knute	Business Development Manager	Hellas	Travis County, TX
Parks	Brian	Business Development Manager	Hellas	South TX
Weirich	Dwayne	Business Development Manager	Hellas	Central Texas

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 while leveraging an Equalis Group Master Agreement?

Approximately 75% of TenCate Sports Division revenue will be from the educational sector K-12 and higher education, both public and private and we are already among the biggest players in the industry. We will continue our growth in this sector by continuing to with strategic acquisitions, emphasis on innovation, prioritizing customers and maintaining their loyalty, employment of a skilled workforce, ownership and quality control of manufacturing facilities, streamlining processes, and strategic marketing campaigns among other proven and new strategies. Our growth means growth of an Equalis contract.

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

Please see below TenCate 5-Year Growth Strategy. Also please refer to response to 1.3.4 regarding sales and marketing capabilities.

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.

TENCATE 5-YEAR GROWTH STRATEGY - EQUALIS

Tencate is the world’s leading supplier of turf solutions and has been for many years. We started as a fiber designer and manufacturer, but have evolved into a total integrated sports system developer, manufacturer, contractor, and installer. We do this thru a unique structure of corporate development and manufacturing facilities combined with local market leading contractors and installers that have been acquired over the past few years.



While we retain our local branding and service models with our regional companies, all are 100% owned and operated by Tencate and all represent best in class Tencate sports products and systems. This strategy will have Tencate as the leading sports system provider in the US and Worldwide in 2025. Customers will be seeking out our products and our companies. An Equalis contract can help them facilitate direct purchases, reducing time and costs.

5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	2025: \$1.5B; 2026: \$1.7B; 2027: \$2.0B; 2028: \$2.3B and 2029: \$2.6B
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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 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 15th 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.

TenCate prefers quarterly reporting due to the structure of the organization and nature of our work. We are a large organization made up of a number of companies from whom we must receive information in order to report accurately. The majority of our sales not only consist of materials but of the installation of said materials which can take months to complete from start to finish. Not to mention, our Director of Cooperative Purchasing is currently solely responsible for all reporting and would be most appreciative of only having to report four times per year versus twelve.

6.1.3. Contract Utilization Tracking. Define the specific, step-by-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.

Projects being pursued are recorded as Opportunities within our Salesforce CRM. Each Opportunity that is associated with an Equalis purchase is marked as such by the sales or estimating personnel entering the project details.

Quotes are generated by devoted estimating teams and either uploaded as individual files attached to the Salesforce Opportunity or attached using the Quote related object in Salesforce.

Upon the successful award of a contract, the Opportunity in Salesforce is marked as closed-won. Details stored in the Opportunity are then used to generate invoices and POs from our ERP system, Microsoft Dynamics 365 Business Central.

<p>6.1.4. Self-Audit. Describe any self-audit 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.</p>	<p>Equalis members will work directly with a TenCate Grass salesperson or team that is dedicated to serving their location. Our sales team will meet with the customer, visit and assess the site, and gather all of the necessary information needed by our in-house estimating departments to create an accurate estimate and proposal that does not exceed our Equalis discounted pricelist. Our estimators understand the not-to-exceed pricing guidelines required by our cooperative master agreements. Upon award of an Equalis contract, our estimators will immediately be introduced to our Equalis price list which will always be available to them for reference when putting together their proposal. Further, the estimator will review the proposal with our Cooperative Purchasing Department to ensure compliance with our Equalis pricing. Once a project is complete, our dedicated Cooperative Purchasing Department will ensure all change orders are accounted for, the customer has been 100% billed, the project is reported and admin fee placed in line for payment the month following the project completion</p>
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SECTION 3.4.1
Bonding Capabilities



**“Creating healthier more
beautiful communities.”**



**Response to Equalis Group
RFP COG-2164
Sports Surfacing and Related Solutions**



March 25, 2025

Equalis Group
6001 Cochran Road, Suite 333
Cleveland, OH 44139

RE: Polyloom Corporation of America
Surety Prequalification

To Whom It May Concern,

Liberty Mutual Insurance Company is the Surety for Polyloom Corporation of America, and we consider them a highly valued Surety client. Our experience to date has been most satisfactory. We have the ability to accommodate Polyloom Corporation of America with Performance and Payment Bonds on single projects up to \$30,000,000 with an aggregate limit of \$100,000,000. In our opinion, Polyloom Corporation of America remains properly financed, well equipped and capably managed.

Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the request for the bonds.

This letter is not an assumption of liability, nor is it a Bid Bond or a Performance bond. It is issued only as a bonding reference requested from us by our client. Our consideration and issuance of bonds is a matter between Polyloom Corporation of America and Liberty Mutual Insurance Company, and we assume no liability to any third party by issuance of this letter.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A by A.M. Best Rating Services with a financial size category of XV.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Erik McMichael".

J. Erik McMichael
Executive Vice President, Marsh McLennan Agency
Attorney-in-Fact, Liberty Mutual Insurance Company



SECTION 3.5.1 Sustainability, Reclamation & Recycling Initiatives

**“Creating healthier more
beautiful communities.”**



**Response to Equalis Group
RFP COG-2164
Sports Surfacing and Related Solutions**

SOLVING FOR

TURF

CIRCULARITY



Turning end-of-life turf
into raw materials for new,
high-quality
products.

Learn more at
turfrecycling.us



THE INDUSTRY'S FIRST-EVER, TOTAL TURF PRODUCT-TO-PRODUCT RECYCLING SOLUTION

NO WASTE. NO LANDFILL. NO QUESTIONABLE DOWNCYCLING OR REPURPOSING.

TenCate offers the first truly circular solution for artificial grass.

- Employ a first-of-its-kind zero-waste field solution
- Divert thousands of square feet of materials from the landfill or incinerator
- Provide tons of material to the circular economy
- Ensure turf never contributes to a school or community's waste footprint

CHAIN OF CUSTODY

Each field is assigned a reference number which follows it throughout the entire processing cycle. The turf is initially processed at the TenCate Turf Recycling Solutions facility; once this processing is complete, a certificate is issued for the customer. The processed turf is then assigned a lot number and transported to the Advanced Recycling facility. Once the turf has gone through the advanced recycling process, confirmation is sent to TenCate Turf Recycling Solutions and shared with the customer.



PRICING

Turf processing: \$0.15/sq. ft.*

Calculate your field's cost at turfrecycling.us/calculator

*Customer is responsible for freight charges and freight is not included in the processing price.

If you have turf to be recycled or questions, email Ben Tidwell: b.tidwell@tencategrass.com



PROPOSAL FORM 2 COST PROPOSAL

“Creating healthier more
beautiful communities.”



Response to Equalis Group
RFP COG-2164
Sports Surfacing and Related Solutions

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** 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**.

Please see Excel Cost Proposal provided.

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**"Creating healthier more
beautiful communities."**



**Response to Equalis Group
RFP COG-2164
Sports Surfacing and Related Solutions**

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - 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.](#)

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: ☐Yes ☒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: ☐Yes ☒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 ☒No

List certifying agency: [Click or tap here to enter text.](#)

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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.

Please refer to response for 1.3.8 Certifications and Licenses and ISO Certifications provided under Supplemental Information. Copies are not required per Q&A response of 3/24/25.

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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 company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No

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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. This is confidential and privileged information. We do not have any past or present formal claims that would negatively impact our performance under any awarded contract with Equalis Group.

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. This is confidential and privileged information. We do not have any past or present administrative governmental action that would negatively impact our performance under any awarded Master Agreement.

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PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

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.

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

☒ **Yes**

☐ **No**

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: A list is provided herein under Response to 1.3.3 and will be updated and provided to Equalis when changes occur. All TenCate Grass Sports Division subsidiary companies will have access to the Master Agreement, and it is our express intent to give each subsidiary the authority to contract directly with customers through an awarded agreement. Dealers/distributors would need to request use of the Master Agreement and receive express permission from TenCate prior to such use.

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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, Martin Olinger, hereby certify and affirm that Polyloom Corporation of America dba TenCate Grass N.A., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United 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, Martin Olinger, hereby certify and affirm that Polyloom Corporation of America dba TenCate Grass N.A., 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, Martin Olinger, hereby certify and affirm that Polyloom Corporation of America dba TenCate Grass N.A., 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, Martin Olinger, hereby certify and affirm that Polyloom Corporation of America dba TenCate Grass N.A. either is not subject to a finding for recovery under ORC Section 9.24, 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.

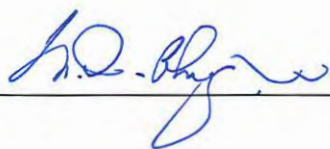
I, Martin Olinger, hereby affirm that this proposal accurately represents the capabilities and qualifications of Polyloom Corporation of America dba TenCate Grass N.A., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal 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.)



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:

Martin Olinger

Company Name:

Polyloom Corporation of America

736 Market Street, Ste 1700, Chattanooga,

TN 37402

Mailing Address:

Email Address:

r.hawley@tencategrass.com

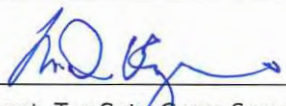
Job Title:

President, TenCate Grass Sports Division

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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:	Martin Olinger
Mailing Address:	736 Market Street, Ste 1700, Chattanooga, TN 37402
Signature	
Title of Signatory:	President, TenCate Grass Sports Division

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PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. 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.

Signature:



Date:

4/1/2025

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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*

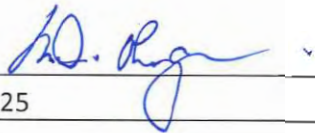
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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.

Signature:

Date:


4/1/2025

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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)

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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.

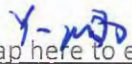
For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete 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 must 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?  Click or tap here to enter text.
(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? Click or tap here to enter text.
(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? Click or tap here to enter text.
(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 prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Respondent agree? Click or tap here to enter text.
(Initials of Authorized Representative)

hmd

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?  [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

6. *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?  [Click or tap here to enter text.](#)
(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?  [Click or tap here to enter text.](#)
(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 other than Executive Order 12549.

Does Respondent agree?  Click or tap here to enter text.
(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?  Click or tap here to enter text.
(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?  Click or tap here to enter text.
(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?  [Click or tap here to enter text.](#)

(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?  [Click or tap here to enter text.](#)

(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?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

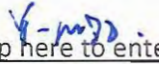
In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree?  [Click or tap here to enter text.](#)

(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?  [Click or tap here to enter text.](#)
(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: Martin Olinger
Company Name: Polyloom Corporation of America dba TenCate Grass N.A.
Mailing Address: 736 Market Street, Ste. 1700, Chattanooga, TN 37402
Job Title: President, TenCate Grass Sports Division

(The rest of this page is intentionally left blank)

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?	<input checked="checked" type="checkbox"/>	Yes
	<input type="checkbox"/>	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.

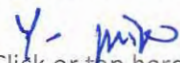
1. Access to Records

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?  [Click or tap here to enter text.](#)
(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? Click or tap here to enter text.
(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? Click or tap here to enter text.
(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? Click or tap here to enter text.
(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? Click or tap here to enter text.
(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? Click or tap here to enter text.
(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? Click or tap here to enter text.
(Initials of Authorized Representative)

[Handwritten signature]

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? Y-MDO
(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? Y-MDO
(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:

Y-MDO

Printed Name:

Martin Olinger

Company Name:

Polyloom Corporation of America dba TenCate Grass N.A.

Mailing Address:

736 Market Street, Ste 1700, Chattanooga, TN 37402

Job Title:

President, TenCate Grass Sports Division

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 available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/>	Yes
	<input type="checkbox"/>	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?  Click or tap here to enter text.
(Initials of Authorized Representative)

Date: 4/1/2025

(The rest of this page is intentionally left blank)

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 State of New Jersey?	<input checked="checked" type="checkbox"/>	Yes
	<input type="checkbox"/>	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: Polyloom Corporation of America dba TenCate Grass N.A.

Street: 736 Market Street, Ste 1700

City, State, Zip Code: Chattanooga, TN 37402

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, Martin Olinger, an authorized representative Polyloom Corporation of America dba TenCate Grass N.A, 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

TCG US AcquisitionCo LLC

100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:



Date:

4/1/2025

(The rest of this page is intentionally left blank)

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.

Redlined copies of this agreement should not be submitted with the response. 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 **Attachment A - Sample Administration Agreement.**
- ☒ 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

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.

Company Name Polyloom Corporation of America dba TenCate Grass N.A.
Address 736 Market St. Suite 1700
City/State/Zip Chattanooga, TN 37402
Phone Number 404-229-4135
Email Address r.hawley@tencategrass.com
Printed Name Martin Olinger
Job Title President, TenCate Grass Sports Division
Authorized Signature 


Initial Term of the Master Agreement


Contract Effective Date: July 1, 2025
Contract Expiration Date: June 30, 2029
Contract Number: COG-2164B

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5540 Granite Parkway, Suite 200
Plano, Texas 75024

By: 
Seth Cales (Jun 2, 2025 10:06 EDT)
Name: Seth Cales
As: CCOG Board President
Date: Jun 2, 2025

By: 
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: May 30, 2025

Agreement - TenCate & CCOG (Master)









2025.07.01

Final Audit Report

2025-06-02

Created:	2025-05-30
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
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