

APPENDIX A
VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of February 14, 2017, by and between AstroTurf Corporation and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Sports Surfaces, Installation and Related Materials

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R_____."
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year

- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)
- If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay 3% administrative fees monthly to TCPN. Administrative fees must be paid net 30 days after TCPN acceptance of the vendor's monthly report.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor 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. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor 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 or are reasonably expected to be present. Vendor 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 Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."
- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response 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 Offeror 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.

Prices are guaranteed: **120 days**

Company name AstroTurf Corporation
Address 2680 Abutment Road
City/State/Zip Dalton, GA 30721
Telephone No. 800-723-8873
Fax No. 706-277-1128
Email address help@astroturf.com
Printed name Troy Squires
Position with company President
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

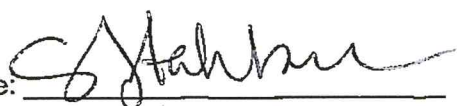
AstroTurf Corporation
Vendor

Sydney Stahlbaum
Point of Contact

Director of Marketing
Title

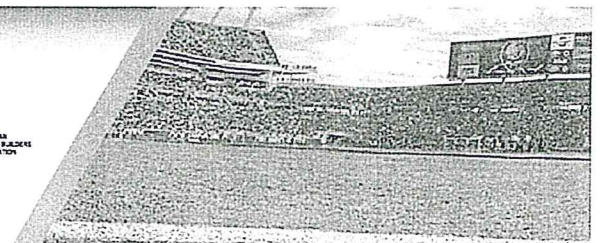
512-423-5164
Phone Number

sstahlbaum@astroturf.com
Email Address

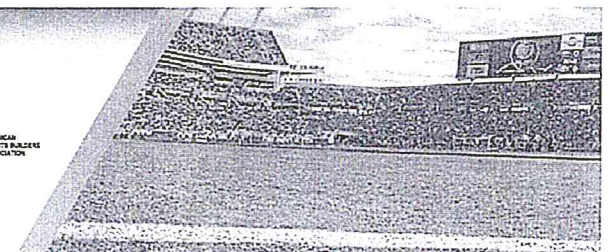
Signature:  Date: February 14, 2017

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Firm	Sales Reps	Headquarters	Phone / Email
RAD Sports	Rob Delmonico Richard Letourneau	Rockland, MA	781-871-4400 rmd@radsports.com rll@radsports.com
All American Sports Surfaces	Mike DiNatale Scott Koesterich	Boston, MA	781-821-1525 miked@aasportsgroup.com ScottK@aasportsgroup.com
Applied Landscape Technologies	Phil Pirro Paul Martino	Montville, NJ	973-402-6544 phil@appliedlt.com paul@appliedlt.com
Grace Industries	Gary Souilliard	Bath, PA	610-837-4100 garys@graceind.net
TPK	Tim Keen	Pittsburgh, PA	412-913-4875 tpkinc2@verizon.net
Sports Contracting Group	Joe Smith Paul Franks	Brecksville, OH	440-546-1200 jsmith@scgfields.com pfranks@scgfields.com
Sports Construction Management	Leroy Lawson Phillip Snider Lee Rutter Garrett Bare	Lexington, NC	866-214-5206 leroy.lawson@scminc.net phillip.snider@scminc.net lee.rutter@scminc.net garrett.bare@scminc.net
Sports Turf	Aaron McWhorter Todd Wiggins Todd Weber	Atlanta, GA	770-832-8691 TWiggins@sportsturf.net tweber@sportsturf.net amcwhorter@sportsturf.net
Mid America Sports Construction	Kirk Grego Christian Cox Brock Wilson Curtis Wilson	Kansas City, KS	816-524-0010 kgrego@mid-americagolf.com ccox@mid-americagolf.com bwilson@mid-americagolf.com cwilson@mid-americagolf.com
Swank Sports / AstroBuilders	Kevin Swank	Austin, TX	512-496-1121 kevin@swanksports.com
Ideal Landscapes	Dave Buckel	St. Louis, MO	314-892-9500 info@ideallandscape.com
Graffs Turf	James Graff	Denver, CO	(800) 280-TURF



	Marty Thiel Angela Ludgate Todd Rutherford		jgraff@graffsturf.com aludgate@graffsturf.com mthiel@graffsturf.com
Coast To Coast	Steve Webb	Seattle, WA	855-703-9138 steve@coasttocoastturf.com
Valley Precision Grading	Kip Olson	Sacramento, CA	916-752-5645 kip@vpgrading.com
Colony Landscapes	Ed Ott Mike Homen	San Francisco, CA	408-941-1090 Ed@colonylandscape.com mike@colonylandscape.com
AFE Sports	Doug Coulter Greg Morales	Los Angeles, CA	562-981-2508
Ohno Construction	Barbara Ohno	Seattle, WA	206-325-1529 barbara@ohnoconstruction.com
General Acrylics	Jonnie Deremo Mike Wickham	Phoenix, CA	800-436-2279 mwickham@generalacrylics.com jderemo@generalacrylics.com
AstroTurf	Jim Savoca	Round Rock, TX	(512) 635-2621 jsavoca@astroturf.com
AstroTurf	Pat Cassa	Lakewood, CA	(714) 318-0763 pcassa@astroturf.com
AstroTurf	Jennifer Young	Oceanside, CA	(760) 500-7071 jyoung@astroturf.com
AstroTurf	John Ogden	San Francisco, CA	(415) 937-1697 jogden@astroturf.com
AstroTurf	Kevin Chesser	The Woodlands, TX	(281) 989-5550 kchessher@astroturf.com
AstroTurf	Jeff Raiger	Valley Center, CA	(760) 443-3888 jraiger@astroturf.com
AstroTurf	Mike Knoll	Fairview, TX	(918) 316-8289 mknoll@astroturf.com
AstroTurf	Todd DeWolfe	Pinckney, MI	(248) 840-8074 tdewolfe@astroturf.com
AstroTurf	Troy Johnson	Lakeville, CA	(612) 210-1946 tjohnson@astroturf.com
AstroTurf	Rob Mitchell	Chicago, IL	(312) 221-7708 rmitchell@astroturf.com
AstroTurf	Dan Isaac	Solon, OH	(440) 840-8220 disaac@astroturf.com
AstroTurf	Aaron Klotz	Adrian, MI	(517) 902-4453 aklotz@astroturf.com
AstroTurf	Carl Capellas	Silver Lake, OH	(216) 409-7602 ccapellas@astroturf.com
AstroTurf	Steve Coleman	Lutz, FL	(813) 777-7677 scoleman@astroturf.com
AstroTurf	Wes Allen	Oviedo, FL	(407) 463-7813 wallen@astroturf.com
AstroTurf	Jason Berning	Richmond, MO	(816) 509-3139 jberning@astroturf.com
AstroTurf	Dan Harris	Baldwin City, KS	(785) 594-2758 dharris@astroturf.com



9. Who is your competition in the marketplace?

AstroTurf regularly competes against A-Turf, Hellas, Greenfields, Sprinturf, FieldTurf, and UBU/ACT Global.

10. Overall annual sales for last three (3) years; 2013, 2014, 2015.

2013	\$63,669,487
2014	\$63,846,659
2015	\$67,289,286

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015

2013	\$57,302,538 (estimated)
2014	\$57,461,993 (estimated)
2015	\$60,560,357 (estimated)

12. What is your strategy to increase market share?

AstroTurf has enjoyed a successful relationship with TCPN and National IPA over the last 5 years. Increasing familiarity with the contract and improved training have encouraged our sales reps to embrace and use the contract. By connecting TCPN/National IPA regional teams with our own regional teams and holding periodic training sessions, we have mutually encouraged cross-training and collaboration. We expect this strategy to continue to promote an increased use of the contract.

13. What differentiates your company from competitors?

For many athletes and sport enthusiasts, the AstroTurf brand has redefined the way the game is played. AstroTurf invented the synthetic turf industry in 1965 and has, for decades, been known as a company focused on innovation, specialty manufacturing, and customer service.

OVERVIEW OF THE COMPANY (Business and Services Offered)

- I. SportGroup Holding and AstroTurf Corporation. The SportGroup (“SportGroup”) is the new parent company of the AstroTurf Corporation. SportGroup (www.sportgroup-holding.com) purchased AstroTurf and its sister companies, SynLawn and STR Manufacturing, in August, 2016. SportGroup is, worldwide, the market leader for manufacturing and installing outdoor synthetic sports surface systems. SportGroup has three main product groups—synthetic turf systems



(sports turf systems including AstroTurf®, Poligras®, Ligaturf® and landscape systems such as Synlawn® and AstroLawn®); running tracks (Rekortan® and Sportan®) and playground systems. The purchase places AstroTurf into arguably the largest, most admired outdoor sports surfacing entity in the world.

II. German Engineering meets American Manufacturing and Installation. As part of the SportGroup, AstroTurf and its sister companies bring unmatched manufacturing quality and delivery to customers in North America. It also benefits from the significant technical investments made by SportGroup in R&D for the past decades. The result is a juggernaut of innovation, installation quality and manufacturing resources.

a. Manufacturing. This includes (1) Synthetic Turf Resources Corporation (“STR”) the original AstroTurf *tufting/knitting/fiber extrusion plant* and sports surfacing *laboratory*; (2) the TURF STORE, of Calhoun, GA, who provides additional tufting capacity, logo cutting and assembly, Master Batch formulation, and specialty urethane coating on the most technically advanced coater using specially formulated urethanes for unmatched tuft bind and fabric strength; (3) fiber extrusion plants in Calhoun and Dalton, GA,; (4) ET-CUT technology using a robotic, water-jet logo and markings cutting facility in Calhoun, GA; and, (5) the turf PRE-FAB and inspection facility in Chatsworth, Georgia. No other company is vertically integrated in *this* manner and to this *depth*, going all the way upstream to Master Batch formulation. We can take product from raw polymer stage and convert it to an engineered turf system with virtually all components that we install and service ourselves.

b. Innovation. The combined forces of SportGroup and AstroTurf are second to none in terms of R&D and innovation. Collaboration has begun between AstroTurf and its famous sports lab and its German sister’s laboratories at Polytan. Add the specialty chemical research and expertise by sister-company APT in Harmony, PA and AstroTurf is uniquely positioned to leverage its reputation for innovation and quality even higher.

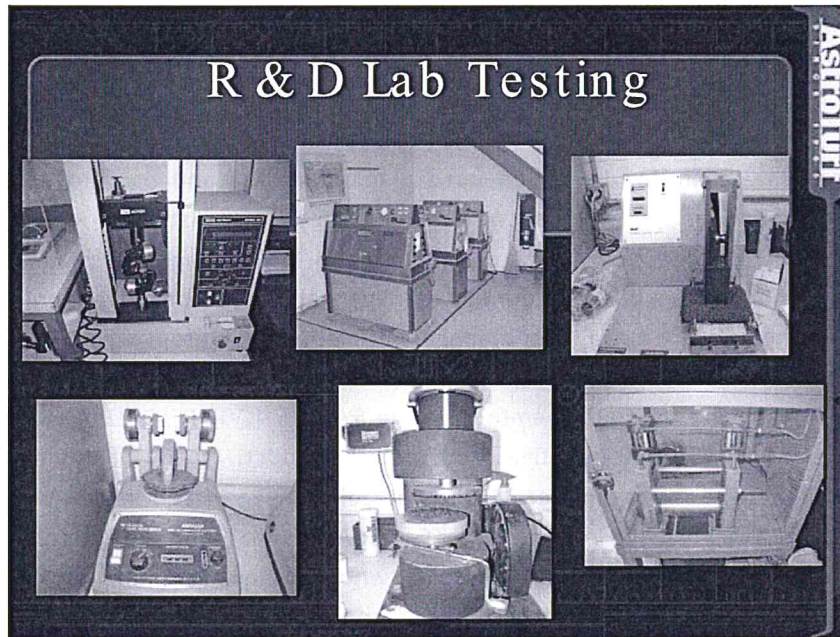
III. AstroTurf has access to a very large bonding line—in excess of \$60,000,000—with additional bonding available as needed. This testifies to the financial strength and stability of the company. Although, as a privately held firm, SportGroup and AstroTurf do not have a need for and do not routinely provide audited financial statements, the company is one of the most financially stable in the entire industry. Its lack of debt is highly unusual in the turf industry. For additional information on our financial strength, please feel free to call our bonding company’s broker, John Lyman, our banker, or the CFO, Robb Carey. The company is capable of undertaking complex Design/Build projects, working as a supplier to a network of construction company dealers, as a direct bidder and builder of fields (including civil work) and as a provider



of specialty components such as innovative subbase and drainage systems, world-class running tracks, E-layer® systems and field maintenance programs and niche market solutions, such as removable fields.

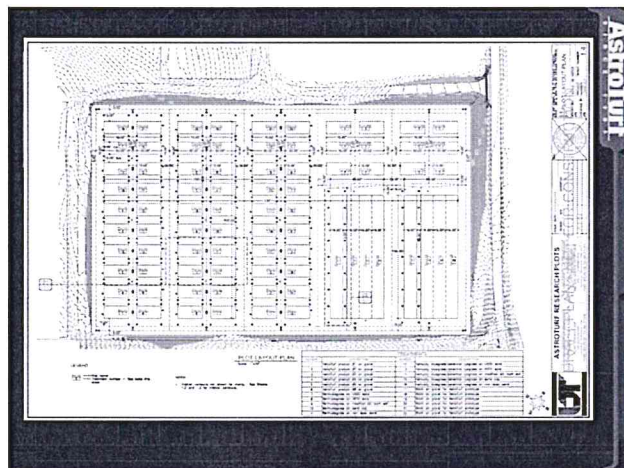
- IV. SportGroup companies are staffed by experienced plant managers and operators, research scientists, installation specialists, engineers, and contracts specialists. AstroTurf itself employs two landscape architects, three civil engineers, and several key managers with unmatched industry experience (more than a dozen of our key managers and engineers have more than 20 years' experience in the industry each). Our managers are industry veterans whose credentials can be confirmed by local and national design and construction firms. SportGroup companies, including AstroTurf®, STR and APT, are members of the SYNTHETIC TURF COUNCIL, the trade group formed to enhance industry initiatives and ethical conduct. Many of our managers, including Heard Smith, Troy Squires, Jim Petrucelli, Andy Belles, Ryan Paris, Mitchell Truban, Dr. Axel Hinrichs and Kris Brown serve on various STC, ASBA and ASTM technical committees. AstroTurf is a FIFA and FIH licensee and SportGroup as a whole has installed more FIH World Cup and Olympic Games fields and FIFA Recommended fields than any other entity.
- V. AstroTurf fields are covered by a 3rd party Warranty Insurance Policy, which is additional security for clients over and above the AstroTurf Manufacturer's Warranty (backed by both AstroTurf itself and its parent, along with component suppliers). In addition, AstroTurf maintains a Warranty Reserve for traditional warranty and service needs. And, we have in place arrangements with our regional installation specialists for general service and warranty repairs and with Sport Install, a national group of turf maintenance specialists, for in-depth, SportChamp-based turf cleaning programs. Our record for Warranty Performance is impeccable (i.e. what happens in the case of product or installation "failure"—which we will discuss below). We encourage clients to talk to other Owners in this regard as AstroTurf's approach is atypical in the industry.
- VI. AstroTurf has its own in-house testing and turf research lab at the STR factory in Dalton, GA. This facility not only assures quality control via component and fabric testing of AstroTurf® systems, but also undertakes basic research and development for turf using a variety of testing equipment (three Lisport wear acceleration machines; the entire turf testing equipment needed for FIFA certification, including the Berlin Athlete; G-max shock attenuation equipment; QUV testing equipment for fiber UV exposure and environmental aging analysis; tensile and grab tear testers; and a variety of other ASTM, FIFA, FIH, IRB and DIN-based testing machinery). Many of these are portable, for in situ testing of fields.





AstroTurf's sports surface lab provides QUV testing, Lisport, Berlin Athlete and other product testing. In addition, it works closely with the extensive sports and fiber laboratories of its sister company, Polytan, in Germany.

Moreover, AstroTurf has funded the largest athletic field safety center in the country. The University of Tennessee and AstroTurf jointly perform basic research on synthetic *and* natural turf on the UT campus. This commitment represents a more than 2 million dollar investment by AstroTurf's owners.

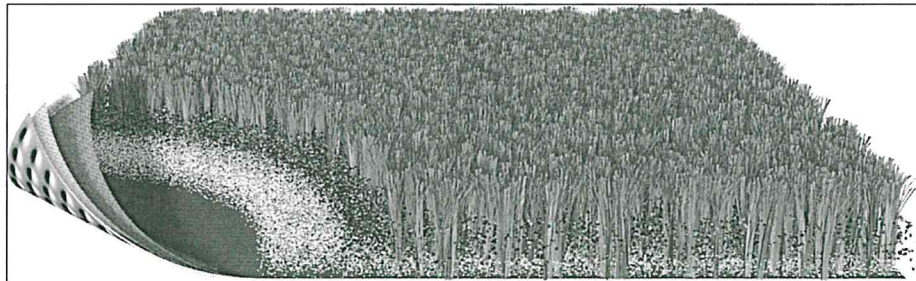


Plan of testing plots at the University of Tennessee’s Sports Surfacing Testing Center, Knoxville.

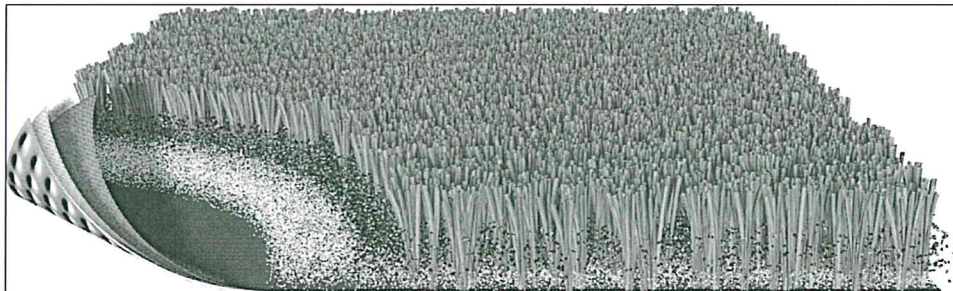
VII. Our products are proven and incorporate the best components in the industry. We can make our own fibers, including nylon (which only AstroTurf can knit), and all our coatings; and we also use industry-best components.

a. AstroTurf has four conventional tufted turf systems, in addition to the knitted nylon AstroTurf 12 system:

i. Our SF (slit film) systems (with a parallel slit film XP fiber, which is stretched in TWO directions for better wear resistance);

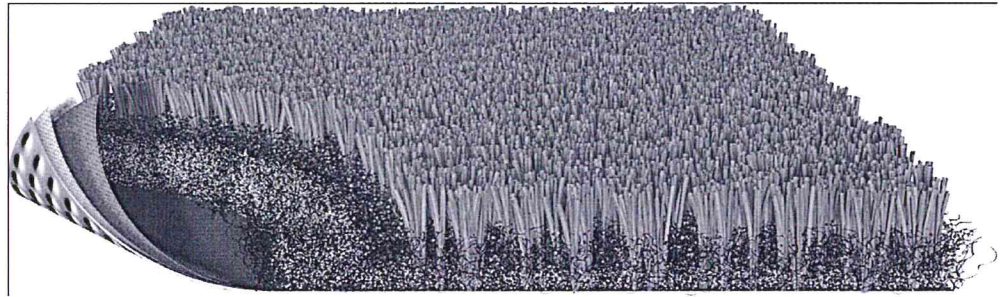


ii. Our M (monofilament) and LigaTurf systems are FIFA-approved (with a special 360 micron thick HM (“High Micron”) rough diamond-shaped monofilament fiber that is the most aesthetically superior, high performance fiber on the market);



iii. Our RootZone 3D systems (with the HM or XP fiber and a lower “RootZone®” of texturized monofilament with carbon black for superior infill stability (less rubber “fly-out” and infill migration), lower Gmax, and significant fiber reinforcement (to keep the PE fibers more upright which soccer and football players prefer).





- b. Our systems are filled with specially sized and cleaned SBR rubber on a layer of mined silica sand (on high-performance fields this is generally 50% rubber and 50% sand). We also offer non-SBR infills, such as TPE, Zeofill®, EPDM (which can be supplied by Melos, the world leader for sports EPDM, who is another sister company).
 - c. Our knitted nylon AstroTurf 12 system dominates the niche USA field hockey market while Poligras is the leading PE system for hockey.
 - d. Our exciting GREEN SERIES of DT, Organic infill, and NIKE Grind systems use no SBR rubber and provide lower surface temperatures for athletes.
 - e. Our unique *convertible systems* (Magic Carpet™II, Grasshopper™ and AstroMod) dominate the niche removable turf market.
- VIII. While AstroTurf certified installation specialists can sew field seams, we also offer our newest innovation, the “heat-and-pressure” activated **AstroFusion** process, which permanently welds seams with a metered, flame-activated layer of proprietary adhesive applied to a seaming tape *in the factory*.





View of AstroFusion™ heat/pressure seaming system, which is exclusive to AstroTurf systems.

- IX. Our installation crews are certified and some are unionized, which should fully negate any possible quality or labor-related issues on any site. They are based across the country to assure complete national coverage and rapid service when needed.
- X. AstroTurf employs a group of skilled Contracts Managers who shepherd projects from initial sales contact through Proposal Process, contracting, submittal process, material order and manufacturing, billing and close out.
- XI. AstroTurf also employs, in the various geographical areas, a group of Construction Managers. These are turf construction specialists who are for the most part *ASBA Certified Turf Builders* and are either engineers or construction science graduates with deep experience in building fields, from demolition through turf placement and client maintenance training.
- XII. Our CAD-based design department employs a landscape architect and design specialists with years of experience laying out turf fields for roll manufacturing, for submittals and “as built” close outs.

BUDGET ADHERENCE and PROBLEM SOLVING

- I. Weekly *JOB COST REPORTS*



- a. AstroTurf compiles and publishes a weekly JOB COST REPORT, which key managers review in detail. Its basic format is as follows:

Job ID	Job Description	Phase Description	Cost Code ID	Cost Code Description	Est. Expenses	Act. Expenses	Diff. Expenses	Act. Revenue
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This information is assiduously gathered by AstroTurf regional construction managers, turf superintendents and the payable department. It provides a weekly view of *each* ongoing project, enabling managers to maintain project controls on costs and to flag projects with overruns or potential problems.

- II. AstroTurf’s Operations Team meets at a minimum once a week to review ongoing projects, from bidding phase through contracting, submittals, order processing, delivery schedules, crew logistics and mobilization, and construction/installation. This is led by Ryan Paris, Director of Operations, and consists of a team comprised of the Construction Managers, Contracts Administrators, the Director of Quality and others as needed, including sales and Senior Management.
- III. Problem Solving: Due to the nature of this difficult business—a mobile, specialty construction operation with full manufacturing support—AstroTurf has developed policies and processes specifically targeted at preventing problems traditionally associated with the synthetic turf sports facility business
 - a. On-time Delivery
 - i. Vertical Integration and sufficient capital for large component supply purchases has enabled AstroTurf to maintain a stellar on-time completion record.
 - b. Component failure (especially face fibers)
 - i. In-house QUV testing—AstroTurf has done comparative QUV testing for almost 30 years! ALL new fibers are thoroughly tested for UV stability prior to testing for other physical attributes as our philosophy is that most failures have occurred due to poor UV resistance first and foremost. We also QUV test competitive yarns and all master-batch change overs to assure quality in this regard. We are not aware that any other company has this kind of practice in place, especially with the ability to compare results with long-term testing and exposure going back almost 30 years.
 - ii. Lisport Testing—to determine resistance to wear
 - iii. Gmax testing—almost 30 years of records to compare to



c. System QC

- i. AstroTurf has in place the industry's longest and best QC program to test color match (electronic eye), fiber denier, pile weight and height, coating weight, grab tear and tuft bind.
- ii. We spot check rubber and sand sieves and retain samples off each project.

d. Installation Quality

i. Regional QC

1. We employ a group of experienced, trained and company-employed Construction Managers who inspect bases provided by third parties for planarity. This is critical for a quality installation.
2. These CM's observe and approve the installation of turf.

ii. General QC

1. We have a Quality Director (QD) who is independent, reporting directly to the President.
2. The QD inspects fields randomly and grades installation quality both subjectively and objectively, based on a set of criteria.
3. The QD must personally inspect any field with a customer complaint or warranty claim.
4. We have a Warranty/Service Manager who deals exclusively with customer service issues, especially relating to warranty claims and service programs.
5. The Regional Managers personally train customer Maintenance Personnel on the maintenance procedures necessary and the equipment supplied.

e. Warranty Claims and Performance

i. Company Philosophy

1. Our number one "Sales Tool" is a happy customer.
2. Warranty and service "after the sale" are perhaps the two most important issues that our customers consider important.
3. Customer calls are hardly ever frivolous and must be addressed immediately in any event.
4. We are not perfect—mistakes or problems can occur. The difference between AstroTurf and others is generally the way problems are dealt with—fairness, honesty and commitment to customer satisfaction must govern our actions.

ii. "Problem" fields



1. While our record for failure is excellent, we do recognize that a few fields have experienced problems.
2. Field replacement is a last resort, but sometimes inevitable.
3. AstroTurf has a superior record for Warranty Performance. Its insurance policy has never had a claim.

We provide this information to demonstrate the fact that AstroTurf has the resources and capacity to design, make, install and service all the sports turf needs both now and in the future. We are well financed, bonded, vertically integrated, experienced and focused on our market, which we "live and breathe" every day.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

Due to the nature of synthetic turf sales, online ordering is impossible. All fields must be customized to the dimensions, conditions, and specifications that always vary on a case by-case basis. However, our website (www.astroturf.com) has extensive product information and enables users to be put in touch with their local sales reps.

15. Describe your company's Customer service Department (hours of operation, number of service centers, etc.).

AstroTurf has a dedicated webpage to lodge warranty and service requests. This action puts customers' requests directly into AstroTurf's automated project management software and immediately notifies our Quality Control team (comprised of 4 full time professionals). The Quality Control team is required to answer inquiries within 24 hours. In addition:

- We have a Quality Director (QD) who is independent, reporting directly to the President.
- The QD inspects fields randomly and grades installation quality both subjectively and objectively, based on a set of criteria.
- The QD must personally inspect any field with a customer complaint or warranty claim.
- Our Regional Construction Managers personally train customer Maintenance Personnel on the maintenance procedures necessary and the equipment supplied.

AstroTurf fields are covered by a 3rd party Warranty Insurance Policy, which is additional security for customers over and above the AstroTurf Manufacturer's



Warranty (backed by both AstroTurf itself and its parent, along with component suppliers). In addition, AstroTurf maintains a Warranty Reserve for traditional warranty and service needs. And, we have in place arrangements with our regional installation specialists for general service and warranty repairs and with Sport Install, a national group of turf maintenance specialists, for in-depth, SportChamp-based turf cleaning programs. Our record for Warranty Performance is impeccable (i.e. what happens in the case of product or installation “failure”). We encourage clients to talk to other Owners in this regard as AstroTurf’s approach is atypical in the industry. Our number one “Sales Tool” is a happy customer. Warranty and service “after the sale” are perhaps the two most important issues that our customers consider important. We realize that customer calls are hardly ever frivolous and must be addressed immediately in any event. We are not perfect—mistakes or problems can occur. The difference between AstroTurf and others is generally the way problems are dealt with—fairness, honesty and commitment to customer satisfaction govern our actions.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation bankruptcy, or reorganization.

Over the last several years, AstroTurf has experienced an unparalleled growth in market share and brand recognition, with a 250+% increase in sales between 2010 and 2015. It has been extremely gratifying to see the hard work of our sales, installation and R&D teams be recognized in the marketplace.

However, the time has come for the next chapter in the history of the AstroTurf brand, and indeed of the sports surfacing industry.

We are pleased to inform you that the sale of substantially all of AstroTurf’s assets to the SportGroup was approved by the Court on August 12, 2016 and closed on August 19, 2016. By joining the SportGroup, we have formed arguably the largest outdoor sports surfacing company in the world.

This sale was completed through Chapter 11 proceedings. This step was necessary in order to consummate the sale of AstroTurf to SportGroup free and clear of any liabilities associated with a patent lawsuit that originated in 2010 between AstroTurf, LLC and a competitor.

Now that the sale is closed, the AstroTurf brand is stronger than ever before. A new company called **AstroTurf Corporation** has been formed. This new company is not



involved in any patent litigation, nor is it in bankruptcy. We are well-funded, our third party insured warranty program remains in effect, our manufacturing capacity is expanded, and we maintain significant bonding capabilities. A summary of AstroTurf Corporation's strengths includes:

- Continuous warranty protection and strong customer commitment:
 - All past AstroTurf warranties have been assumed by the new owners through the court. This process is automatic and no action need be taken by clients. If clients have concerns about their field, all they should go to www.astroturf.com/contact/warranty-request/ to file a request to be contacted.
 - Future warranties are backed by enhanced financial stability
 - Our third party warranty insurance policy remains intact—there were no claims to our policy through the course of AstroTurf, LLC's bankruptcy
- \$60,000,000 bonding line
- Unencumbered by patent litigation (although AstroTurf will continue to employ court-approved protocols that ensure and demonstrate that it does not infringe on third party patents)
- Expanded product offerings:
 - More FIFA, FIH, and World Rugby-certified systems and pitches than ever before (SportGroup companies are FIFA, FIH and World Rugby "Preferred Providers")
 - Top-tier Olympic, World Cup-caliber surfaces
 - Legendary running track brands from Advanced Polymer Technology (APT), including Rekortan®
- We will retain all management, personnel, processes, infrastructure, manufacturing equipment, and intellectual property. At the same time, we will benefit from the SportGroup's assets, including expanded manufacturing capacities
- Opportunity for global collaboration on R&D initiatives

SportGroup—New Ownership for AstroTurf

SportGroup, founded in 1969, is a global leader in artificial turf systems and running tracks, with (prior to the AstroTurf acquisition) a >€340 million annual turnover (2015) and around 1,000 employees. The company maintains production plants in Europe, North America and the Asia-Pacific region and operates in more than 70 countries. It



has manufactured and installed more than 7,000 fields and 16,000 tracks. It is or has been a supplier of both fields and tracks to the Olympic Games. Its leading brands and companies include Polytan, APT, Melos, Rekortan, and Poligras, all industry leaders. It is often called the “Mercedes Benz” of the turf industry due to its high level of QC and product development. SportGroup is owned by Equistone, a well-regarded, well-funded equity group based in Europe.

This acquisition marks the next phase of our industry. It has strengthened the AstroTurf brand and enables us to bring even more innovations to market. As stated, we will be part of one of the largest sports surfacing companies in the world, and we are keenly focused on our future as the industry leader.

Marketing/Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

AstroTurf® intends to promote our turf, equipment, products and systems by use of the TCPN, if awarded the contract. AstroTurf® will begin marketing using TCPN/AstroTurf® to all qualified agencies with sales and marketing materials, organization names, logos, photographs, interviews, quotations, customer visits, including but not limited to:

- Within 30 days of Award, AstroTurf® will put out a press release announcing our renewed relationship with TCPN.
- Within 60 days of Award, AstroTurf® will prepare advertising and sales information that promotes our TCPN relationship via the following media:



- Brochures
- Flyers
- Video and DVD
- Print advertising
- Web Site Pages dedicated to promotion of TCPN.
- Printed Facility Profiles
- Newsletters
- Interviews
- Magazine articles
- Project Books
- Within 90 days of award, AstroTurf will publish the above advertisements on an ongoing basis:
 - Interviews will be conducted with administrators, coaches, players, senior management, trainers and grounds crews of various facilities with the intent to publish the acquired information and any testimonials received, all in effort to promote the TCPN/AstroTurf® partnership.
 - Key facilities that utilize the TCPN/AstroTurf® partnership would make available staff, coaches and players to accept phone calls, by appointment, from potential TCPN/AstroTurf® clients, for the purpose of promoting TCPN/AstroTurf® products and services.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

By far, government institutions compose the greatest segment of AstroTurf's customer base. For this reason, our seasoned sales, management, and administrative forces have developed an expert understanding of the intricacies of doing business with both the educational and municipal markets. A review of our list of references reveals that AstroTurf has extensive experience selling to and servicing the public sector, with hundreds of sports fields sold over the past few years alone. We have collective staff experience of well over 200 years specializing in sports facility sales to public institutions. The vital importance of this market has driven us to develop a consistent, managed, and focused approach to serving governmental institutions. For example, we comprehend the roles that are played at every level of the educational setting and realize that the complex interactions between facilities managers, coaches, athletic directors, school boards, and superintendents ultimately determine a school's selection of an athletic surface. As such, we strive to cultivate relationships with each of these players and facilitate communication between them. The need to build relationships with all decision makers is why we participate in more than 60 Education market trade shows annually.



Furthermore, our drive to entrench ourselves within the Education market is evidenced by our sales figures. Our reputation for outstanding customer service and product excellence is critical for properly serving this market and testifies to our dedicated approach to providing the highest quality athletic facilities to this market.

Our extensive experience with the government market and our commitment to quality are the bedrock of our firm belief in the co-operative purchasing model. Time and again, we have seen schools, in the face of diminished resources, waste time and dollars conducting bids at the local level. Frequently, these schools select the lowest priced, worst quality products and services, often in direct opposition to the wishes of users and administrators within the organization. These choices are driven by short-term financial constraints, ignorance of other options, and customary practices; but they come at the long-term expense of students' safety and ultimately result in greater expense to the institutions and to taxpayers (through early replacements, the hassles of warranty claims, etc.). It is our belief and experience that schools buying AstroTurf products via a co-operative agreement pay consistently fair prices and receive consistently superior quality.

19. Explain how your company plans to market this agreement to existing government customers.

- Renovate our website to advertise the TCPN/National IPA relationship.
- Continue to train our sales force, emphasizing the specific features, benefits, and advantages of co-operative purchasing in general and TCPN in particular. Especially
 - How using the co-op can save clients time and funds
 - How the co-op allows clients to get the special product features and systems it really desires, without having to bring unwanted features in from other vendors through a separate bid
 - How using the co-op option allows school personnel to focus on more pressing tasks at hand, thus leading to enhanced staff efficiency
- Mandate that each sales rep lead with the TCPN Agreement. "Leading" means
 - Introducing the concept of TCPN Cooperative Purchasing at the initial introduction of the company and products
 - Providing written FAQ sheet with initial literature placement or mailings
 - Explaining that the advantages provided by the co-op option include obtaining the best pricing available from the company



- Explaining that even if a bid is solicited, AstroTurf will make the co-op option available in a cover letter to the bid itself, demonstrating that the product bid can be purchased more inexpensively by means of TCPN Cooperative Purchasing
- Drive home these advantages repeatedly, through company-wide meetings, regional meetings, and regular monthly TCPN meetings with updates—both in person and via webinars.
- Develop talking points and marketing materials for our sales staff to inform customers (both TCPN Members and future Members, i.e., schools with which we have existing relationships) of our new Agreement and the opportunities presented therein.
- Continue strategic and training meetings with National IPA/TCPN managers
- Exhibit our dedication to the long-term success of this Agreement by reviewing our sales and methodology on a quarterly basis and making adjustments as necessary.
- Provide a special commission on sales made by means of the co-op.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Fortunately, AstroTurf has already embraced the TCPN/National IPA relationship to great success. Hence, “implementation” per se will be unnecessary. However, within 90 days, AstroTurf will:

1. Announce the re-award within the company and externally
2. Ensure that the AstroTurf landing page on the TCPN/ National IPA landing page is updated with all updated due diligence documents
3. Continue to plan regional strategic meetings between National IPA and AstroTurf reps.
4. Continue to evaluate which trade shows make sense to co-attend.

21. Describe how you will train your national sales force on the Region 4 ESC agreement.

Within one month of award of a TCPN contract, Jay Crider (our team lead for the TCPN/National IPA contract) and our senior management will facilitate a meeting with National IPA and Region 4 ESC to present a specific, targeted plan of action that will ensure the mutual success of AstroTurf and the co-op. We anticipate a smooth transition into the execution of this renewed Agreement, as our staff already has extensive experience employing this co-op. To bolster our sales efforts, the following actions, as a minimum, will be taken:

- Renovate our website to advertise the TCPN/National IPA relationship.



- Continue to train our sales force, emphasizing the specific features, benefits, and advantages of co-operative purchasing in general and TCPN in particular. Especially
 - How using the co-op can save clients time and funds
 - How the co-op allows clients to get the special product features and systems it really desires, without having to bring unwanted features in from other vendors through a separate bid
 - How using the co-op option allows school personnel to focus on more pressing tasks at hand, thus leading to enhanced staff efficiency
- Mandate that each sales rep lead with the TCPN Agreement. “Leading” means
 - Introducing the concept of TCPN Cooperative Purchasing at the initial introduction of the company and products
 - Providing written FAQ sheet with initial literature placement or mailings
 - Explaining that the advantages provided by the co-op option include obtaining the best pricing available from the company
 - Explaining that even if a bid is solicited, AstroTurf will make the co-op option available in a cover letter to the bid itself, demonstrating that the product bid can be purchased more inexpensively by means of TCPN Cooperative Purchasing
- Drive home these advantages repeatedly, through company-wide meetings, regional meetings, and regular monthly TCPN meetings with updates—both in person and via webinars.
- Develop talking points and marketing materials for our sales staff to inform customers (both TCPN Members and future Members, i.e., schools with which we have existing relationships) of our new Agreement and the opportunities presented therein.
- Continue strategic and training meetings with National IPA/TCPN managers
- Exhibit our dedication to the long-term success of this Agreement by reviewing our sales and methodology on a quarterly basis and making adjustments as necessary.
- Provide a special commission on sales made by means of the co-op.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

AstroTurf grants permission to Region 4 ESC and National IPA to use its logo for marketing purposes.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of the agreement:



\$75,000,000 in year one
\$78,000,000 in year two
\$80,000,000 in year three

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperatives name(s) contact person(s) and contact information as reference(s).

AstroTurf ranks #15 in sales volume within the combined portfolios of National IPA and TCPN (since Jan 1, 2016).

AstroTurf is among the elite 20% of National IPA/TCPN's suppliers that bring in 80% of our entire sales volume, along with premium suppliers like Office Depot, CDW, Xerox, Grainger, Trane, HON, US Foods, Network, etc.

Please contact Victoria Stringham for more information:

Victoria Stringham
Business Development Manager
National IPA
480-415-6300 Cell

25. Describe the capacity of your company to report monthly sales through this agreement.

AstroTurf has successfully reported monthly sales in the past. It has proven efficient to ask National IPA for a list of Certified Proposal Numbers (CPNs) to ensure that all requested numbers are reported on.

26. Describe the capacity of your company to provide management reports, i.e., consolidated billing by location, time and attendance reports, etc. for each eligible agency.

AstroTurf uses Wrike, an integrated web-based project management tool for all jobs through all phases of the project, from sales to estimating to project management. As such, this information would be readily available upon request.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make the arrangement more cost effective for your company and participating public agencies.



In effort to incentivize usage of the TCPN contract, AstroTurf suggests modifying the administrative fee based on performance. Each year that AstroTurf increases its TCPN participation amount by 10%, the fee could be lowered by .25%, enabling AstroTurf to resubmit for approval by Region 4 ESC its pricing schedule reflecting the .25% savings. This in turn would lower the ceiling price for all public agencies using the contract going forward.

Green Initiatives

28. Please provide your company's environmental policy and/or green initiatives.

The AstroTurf brand is a symbol of innovation and problem-solving, and its commitment to environmental responsibility is unmatched. In fact, AstroTurf was first use in an athletic setting as a solution to an environmental quandary. The Houston AstroDome, opened in 1964, was a revolution in athletic architecture. While spectators marveled at its glass ceiling, players complained about missed pop-ups due to the glare created by the ceiling. The glass was painted and the glare was reduced, but a new problem arose: the grass in the AstroDome died without ample sunlight. As a result the first ever synthetic turf surface was installed, and it was called AstroTurf. Hence, the AstroTurf brand was born out of environmental necessity and forward-thinking ingenuity.

Over the years our dedication to the environment has kept pace with the ever-growing need to conserve and protect our world's resources. AstroTurf did not stop at originating an industry that, according to estimates by the Synthetic Turf Council, saved up to six billion gallons of water in the U.S. alone in 2010. (For amplification of the environmental advantages of synthetic turf, see the BASF study). Rather, we have continued to invest in new technology that positively impacts our environment.

- **AstroTurf products are available with BioCel™ Technology:**
 - BioCel is a proprietary polyurethane turf coating that combines bio-based polyols and a highly-refined form of the mineral lignite to create a recyclable, environmentally friendly backing system that reduces landfill waste, dependence on foreign oils, and improves air quality. The manufacture of the backing system does not require any water.
 - BioCel production only utilizes domestically grown soybeans, which generates American jobs and reduces dependence on foreign oil.
 - BioCel production recycles plastic bottles, and many of the bottles used are recycled from Yellowstone and Grand Teton National Parks.
 - Celceram is an additive used in BioCel Technology. It is a reclaimed byproduct of coal combustion power plants (referred to as "coal fly ash") that provides



additional strength, bulk and durability to the BioCel product line due to its special pearl-like shape and fire hardened density. By using this material, BioCel eliminates the need to use mined calcium carbonate and reduces the need to dispose of the fly ash in landfills.

- **AstroTurf utilizes environmentally friendly infill materials:**
 - **AstroTurf was selected as the exclusive partner for Nike Grind.** is a palette of premium recycled materials used in a variety of settings, including synthetic turf infill. But it's much more than construction material. It's a way for architects, athletic facility managers and parks and recreation personnel to address both sustainability and surface performance at the same time. Nike Grind infill is prepared for use in AstroTurf fields through a series of steps. First, excess rubber from the manufacturing of shoes is collected. This rubber is engineered for human contact and conforms to Nike's stringent quality standards and Restricted Substances List (RSL). The rubber is chopped up and properly sized for field drainage and uniformity. Finally the infill is encapsulated with a premium green-colored coating that boosts resiliency and gives NRG fields the consistent and plush appearance clients expect.
 - Crumb rubber infill is the most common infill used in the industry. A typical AstroTurf field with crumb rubber will keep up to 20,000 passenger tires out of landfills.

Vendor Certifications

- 29. 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 Offeror to perform the covered services including, 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.**

Although AstroTurf is not licensed as a General Contractor in every state, it does have strategic alliances with distributors, sister companies and installers who are licensed as GCs in those states. As a result, every state can be served by AstroTurf or one of its distributors/partners in compliance with all state statutes. A listing of active contractors license numbers is pasted below.



Appendix I:
STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages, and Boroughs in California including but not limited to:

LOS ANGELES CITY HALL	DOWNEY CITY HALL
COMMERCE CITY HALL	EL SEGUNDO CITY HALL
VERNON CITY HALL	GARDENA CITY HALL
WEST HOLLYWOOD CITY HALL	CITY OF HAWTHORNE
CITY OF BELL	CITY OF HERMOSA BEACH
BELL GARDENS CITY HALL	HUNTINGTON PARK CITY HALL
CUDAHY CITY HALL	LAWNDALE CITY HALL
BEVERLY HILLS CITY HALL	LYNWOOD CITY HALL
CITY OF COMPTON	MALIBU CITY HALL
CULVER CITY CITY HALL	MANHATTAN BEACH CITY HALL

OAKLAND UNIFIED SCHOOL DIST
PIEDMONT UNIFIED SCH DIST
PLEASANTON UNIFIED SCHOOL DIST
SAN LEANDRO UNIFIED SCH DIST
SAN LORENZO UNIFIED SCH DIST
SUNOL GLEN UNIFIED SCH DIST
ALPINE CO UNIFIED SCHOOL DIST
AMADOR CO UNIFIED SCH DIST
BIGGS UNIFIED SCHOOL DISTRICT
CHICO UNIFIED SCHOOL DISTRICT
DURHAM UNIFIED SCHOOL DISTRICT
FEATHER FALLS UNION ELEM SD
GOLDEN FEATHER UNION SCH DIST
GRIDLEY UNIFIED SCH DISTRICT
MANZANITA ELEM SCHOOL DISTRICT
OROVILLE CITY ELEM SCH DIST
OROVILLE UNION HIGH SCH DIST
PALERMO UNION ELEM SCH DIST
PARADISE UNIFIED SCH DISTRICT
PIONEER UNION ELEM SCH DIST
THERMALITO UNION ELEM SCH DIST
BANGOR UNION ELEM SCH DIST
BRET HARTE UNION HIGH SCH DIST
CALAVERAS UNIFIED SCHOOL DIST
MARK TWAIN UNION ELEM SCH DIST
VALLECITO UNION SCH DISTRICT
COLUSA UNIFIED SCHOOL DISTRICT
MAXWELL UNIFIED SCHOOL DIST
PIERCE JOINT UNIFIED SCH DIST
WILLIAMS UNIFIED SCHOOL DIST
ACALANES UNION HIGH SCH DIST
ANTIOCH UNIFIED SCHOOL DIST
BRENTWOOD UNION ELEM SCH DIST
BYRON UNION SCHOOL DISTRICT
CANYON ELEM SCHOOL DISTRICT
JOHN SWETT UNIFIED SCH DIST
KNIGHTSEN ELEM SCHOOL DISTRICT
LAFAYETTE ELEM SCHOOL DISTRICT
LIBERTY UNION HIGH SCH DIST
MARTINEZ UNIFIED SCHOOL DIST
MORAGA SCHOOL DISTRICT
MT DIABLO UNIFIED SCHOOL DIST
OAKLEY UNION ELEM SCH DIST
ORINDA UNION SCHOOL DISTRICT
PITTSBURG UNIFIED SCHOOL DIST
WEST CONTRA COSTA USD
SAN RAMON VALLEY UNIFIED SD
WALNUT CREEK SCHOOL DISTRICT
DEL NORTE CO UNIFIED SCH DIST
BUCKEYE UNION SCHOOL DISTRICT
CAMINO UNION SCHOOL DISTRICT
EL DORADO UNION HIGH SCH DIST
BLACK OAK MINE UNIF SCH DIST

GOLD OAK UNION SCHOOL DISTRICT
GOLD TRAIL UNION SCH DISTRICT
INDIAN DIGGINGS ELEM SCH DIST
LAKE TAHOE UNIFIED SCH DIST
LATROBE SCHOOL DISTRICT
MOTHER LODGE UNION SCHOOL DIST
PIONEER UNION SCHOOL DISTRICT
PLACERVILLE UNION ELEM SD
POLLOCK PINES ELEM SCH DIST
RESCUE UNION SCHOOL DISTRICT
ALVINA ELEM SCHOOL DISTRICT
BIG CREEK ELEMENTARY SCH DIST
BURREL UNION ELEM SCH DIST
CARUTHERS UNIFIED SCH DISTRICT
CHAWANAKEE UNIFIED SD
CLAY JOINT ELEM SCHOOL DIST
CLOVIS UNIFIED SCHOOL DISTRICT
COALINGA-HURON UNIFIED SD
FIREBAUGH LAS DELTAS UNIF SD
FOWLER UNIF SCHOOL DISTRICT
FRESNO UNIFIED SCHOOL DIST
WASHINGTON UNIFIED SCHOOL DIST
KERMAN UNIFIED SCHOOL DISTRICT
KINGSBURG ELEM CHARTER SD
KINGSBURG JOINT UNION HSD
KINGS CANYON UNIFIED SCH DIST
LATON JOINT UNIFIED SCH DIST
MENDOTA UNIFIED SCH DISTRICT
MONROE ELEM SCHOOL DISTRICT
ORANGE CENTER SCHOOL DISTRICT
PACIFIC UNION ELEM SCH DIST
PARLIER UNIF SCHOOL DISTRICT
PINE RIDGE ELEM SCH DIST
RAISIN CITY ELEM SCHOOL DIST
RIVERDALE JOINT UNIFIED SD
SANGER UNIFIED SCHOOL DISTRICT
SELMA UNIFIED SCH DISTRICT
CENTRAL UNIFIED SCHOOL DIST
GOLDEN PLAINS UNIFIED SCH DIST
WASHINGTON COLONY ELEM SD
WEST PARK ELEM SCHOOL DISTRICT
WESTSIDE ELEM SCHOOL DISTRICT
PRINCETON JOINT UNIF SCH DIST
CAPAY JOINT UNION ELEM SD
HAMILTON UNIFIED SCH DIST
LAKE ELEM SCHOOL DISTRICT
ORLAND UNIFIED SCHOOL DISTRICT
PLAZA ELEM SCHOOL DISTRICT
STONY CREEK JOINT UNIFIED SD
WILLOWS UNIF SCHOOL DISTRICT
ARCATA ELEM SCHOOL DISTRICT
NORTHERN HUMBOLDT UNION HSD
BIG LAGOON UNION ELEM SCH DIST