

# **TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM**

## *VENDOR CONTRACT*

*Between* \_\_\_\_\_ *AstroTurf* \_\_\_\_\_ *and*

*THE COOPERATIVE PURCHASING NETWORK (TCPN)*

**For**

**Sport Surfaces, Installation and Related Materials**

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as “TCPN”), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

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.

### **GENERAL TERMS AND CONDITIONS**

#### **Cancellation for non-performance or contractor deficiency:**

TCPN 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. TCPN 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. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. 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.

### **COOPERATIVE PURCHASING**

This contract is based on the need for TCPN 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.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

**Cooperative purchasing contracts:** 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

### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Assignment of Contract**

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

### **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

**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 TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

**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.

**Vendor contract documents:** TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### **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 Fulfiler shall survive expiration or termination of the Contract.

## **Disclosures**

Respondent 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 respondent 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.

## **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one –year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

## **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.

## **Ordering Procedures**

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

## **Audit rights**

Supplier shall, at Supplier’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. TCPN shall have the authority to conduct random audits of Supplier’s pricing that is offered to eligible entities at TCPN's sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier’s pricing at Supplier’s sole cost and expense. TCPN 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.

## **Contract placed on hold**

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

## **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. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

## **Order of precedence**

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

## **Inspection & Acceptance**

Contractor shall deliver said materials purchased on this contract to the TCPN 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 contractor 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.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

## **SITE REQUIREMENTS**

**Cleanup:** Contractor 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.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor 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.

**Registered sex offender restrictions:** For work to be performed at an schools, 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 or are 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 Member's discretion. Contractor 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.

**Safety measures:** Contractor 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. Contractor 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.



**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored materials:** Upon prior written agreement between the contractor 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 contractor against loss and damage. Contractor 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 Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

### **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.

### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

### **Reporting**

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. 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 as listed in the example below:

**Vendor Name**  
**TCPN Report**  
**Month or Quarter**

Entity Name	Zip Code	State	PO or Job#	Sale Amount

**Total** \_\_\_\_\_

**Payments**

The entity using the contract will make payments directly to the awarded vendor.

**Pricing**

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

**Price reduction and adjustment**

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. 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) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

**PRODUCT LINES**

**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.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor 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.

**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. Contractor 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. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

**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.

**Product line:** Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

### **Administrative Fees**

The awarded vendor agrees to pay administrative fees to TCPN of **three (3%) percent** on gross sales: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

### **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.

### **Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless 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. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

### **Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

### **Marketing**

Awarded vendor agrees to allow 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.

### **Supplemental Agreements**

The entity participating in the TCPN 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. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

## **Certificates of Insurance**

Certificates of insurance shall be delivered to the TCPN 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.

## **Legal Obligations**

It is the Respondent'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.

## **Protest**

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

## **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

## **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 (TCPN 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.

## **Miscellaneous**

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.

TCPN reserves the right to request additional items not already on contract at any time.

## **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 Master Agreement 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](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

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

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE

CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADDO PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT

BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT



REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATON CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

## **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

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:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final. )*

## 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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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	<u>AstroTurf</u>
Address	<u>2680 Abutment Road</u>
City/State/Zip	<u>Dalton, GA, 30721</u>
Telephone No.	<u>800-723-8873</u>
Fax No.	<u>706-277-5220</u>
Email address	<u>help@astroturf.com</u>
Printed name	<u>Heard Smith</u>
Position with company	<u>Chief Operating Officer</u>
Authorized signature	<u>Heard Smith</u>

### 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 TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

\_\_\_\_\_  
TCPN Senior Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**TCPN Contract Number** \_\_\_\_\_

### 3. Residency

Responding Company's principal place of business is in the city of Dalton State of GA.

### 4. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.
  - If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

### 5. Processing Information

Company contact for:

#### Contract Management

Contact Person: Andy Belles  
Title: Director of Specialty Products and Cooperative Purchasing  
Company: AstroTurf  
Address: 2680 Abutment Road  
City: Dalton State: Georgia Zip: 30721  
Phone: 706-271-5654 Fax: 706-277-5220  
Email: abelles@astroturf.com

#### Billing & Reporting/Accounts Payable

Contact Person: Robert Staten  
Title: Controller, Accounting  
Company: AstroTurf  
Address: 809 Kenner Street  
City: Dalton State: Gerogia Zip: 30720  
Phone: 706-537-3089 Fax: 706-277-5220  
Email: rstaten@textilemangement.com

Marketing

Contact Person: Todd Britton  
 Title: Marketing Director  
 Company: AstroTurf  
 Address: 2680 Abutment Road  
 City: Dalton State: Georgia Zip: 30721  
 Phone: 706-217-9690 Fax: 706-277-5220  
 Email: tbritton@astroturf.com

**6. Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct       Certified education/government reseller
- Authorized distributor       Manufacturer marketing through reseller
- Value-added reseller       Other \_\_\_\_\_

**7. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.  Yes  No  
 (If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)
- Pricing submitted includes the required TCPN administrative fee.  Yes  No  
 (Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity?  Yes  No

**8. Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Educational Institutional Cooperative Purchasing(in process of securing)	3%		

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

## **Marketing / Sales**

1. Detail how your organization plans to market this contract within the first 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 internet web-based homepage with:
    - TCPN Logo
    - Link to TCPN website
    - Summary of contract and services offered
    - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
3. Explain how your company plans to market this agreement to existing government customers.
4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
5. Describe how you intend on train your national sales force on the TCPN agreement.
6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$\_\_\_\_\_ in year one

\$\_\_\_\_\_ in year two

\$\_\_\_\_\_ in year three

## **Administration**

1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
2. Describe the capacity of your company to report monthly sales through this agreement.
3. 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
4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

## **Green Initiatives**

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

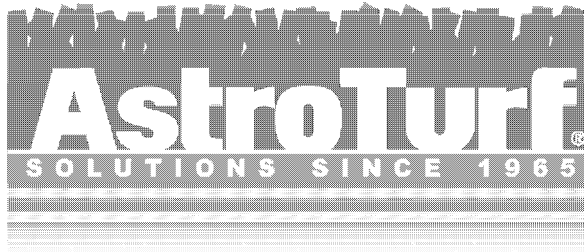
The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

## **Vendor Certifications (if applicable)**

- 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 perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.





## ***Tab 3—Company Profile—Question 2***

Brief history of your company, including the year it was established.

### ***ASTROTURF HISTORY***

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.

In 1958, the Ford Foundation allocated \$4.5 million to establish a research group called Educational Facilities Laboratories. One of the group's findings was that inner-city schools had too little green space. The report included the following call to action: "Whoever invents for rooftop and playground a material that looks like grass and acts like grass, a turf-like substance on which a ball will bounce and a child will not, a covering that brings a slice of spring in Scarsdale to 14th Street in April, will have struck a blow for stability in the big city."

A copy of the report ended up at Monsanto, and their Chemstrand division developed a new product which was tested at the Moses Brown School in Providence, Rhode Island in 1964. The product was called ChemGrass.



*Astrodome, 1966*

In 1965, the Houston Astros had opened the magnificent Astrodome, but grass would not grow and they needed a solution. Monsanto stepped up and by January of 1966, they were testing the product in the Astrodome. By the beginning of baseball season, ChemGrass was reborn as AstroTurf and a sports revolution began.

AstroTurf opened its manufacturing facility in Dalton, Georgia in 1968, and is still located there. Today, it operates under the umbrella of Textile Management Associates (TMA), a family-owned group of businesses which has

been in Dalton in the textile industry for over four decades. TMA is also a leader in real estate and banking in Georgia and throughout the Southeastern U.S.

The AstroTurf brand and assets were acquired by TMA in 2004. General Sports Venue (GSV) of Raleigh, North Carolina, held the license to market and sell AstroTurf products until it was acquired by TMA in 2009.

Since that acquisition, AstroTurf has made amazing strides in brand recognition and growth of market share. The infrastructure of TMA allowed AstroTurf to become the first vertically integrated manufacturer of synthetic turf. TMA has also helped AstroTurf put together a team which is the most experienced in the industry. By assembling and training a top-notch sales and marketing team, headed by seasoned synthetic turf professionals, AstroTurf has become a major force in the industry, increasing production more than three-fold in one season.

The growth is also a result of the experience and vast resources of the TMA network. Because of TMA, AstroTurf has realized dramatic growth without suffering the typical setbacks normally associated with such rapid expansion such as late delivery, poor quality installation, poor customer service, and other associated problems.

From its first use in the Houston AstroDome in 1966 AstroTurf has celebrated many milestones, including the first Super Bowl and first World Series on synthetic turf, as well as the development of many groundbreaking products.

The company continues to offer advanced, state-of-the-art, multi-sport and specialized synthetic turf systems with proprietary engineered technologies, leveraging the synthetic turf industry's largest vertically integrated manufacturing system.





### ***Tab 3—Company Profile—Question 3***

Company's Dun & Bradstreet (D&B) number.

AstroTurf®, LLC is a closely held, family-owned company and as such does not share financial information in bidding situations where that information might become available to the public. The company does not have any outside bank debt, and our trade payable vendors have been doing business with the family for over 30 years. Therefore, we have no need for preparation of audited statements, outside accountant prepared statements, or a Dun & Bradstreet number. In the event of a probable award for this project, we will be happy to put the TCPN Co-op directly in touch with Mr. Tommy Boggs, Chief Financial Officer and Board Member, for provision of financial information on the company and unaudited statements upon request. Please see the following two documents for testaments to our financial stability.



## ***Tab 3—Company Profile—Question 5***

List the total number of sales persons employed by your organization within the United States, broken down by market

In the United States, AstroTurf employs 13 direct sales reps and five Regional Sales Managers. We have furnished ORG CHARTS showing the sales rep network, which includes experienced senior Regional Sales Managers responsible for given territories. They do the reporting and tracking of sales in the region, motivate and direct the reps, and sell directly a certain number of personal accounts. On high-end or specialty sales, such as Convertible Systems (Magic Carpet, Grasshopper, Nexxfield), hockey fields, baseball fields, and PRO/NCAA Division I accounts, we also assign headquarter-based product managers that help develop accounts and support sales reps in a specialized fashion. Small sales—generally under 30,000 square feet—are handled by our landscape and specialty sales group and are basically inside sales. Playing fields are sold on a highly intense, “consultant sales” basis by reps who have established relationships with school and university architects, engineers and designers; school officials; and local General Contractors.

Name	Title	Years Experience	Sales Responsibility
Troy Squires	Global Director, Sales and Marketing	33	USA and International
Jim Petrucelli	VP, Business Dev.	35	USA
Andy Belles	Director, Specialty Products	36	USA
Rusty Russell	Director, Collegiate Accounts; Reg Manager Coastal Atlantic	8	USA
Matthew Boggs	Director, Baseball	3	USA
Shamus Petrucelli	Regional Manager, Northeast	15	OH, WV, NY, PA
Matt Olds	Sales Rep	6	NJ, VA, MD, DC
Dan Driscoll	Sales Rep	4	PA, DE, NJ
Dave Wheaton	Regional Manager, New England	6	ME, VT, NH, CT, RI, MA, NY
Anthony Meley	Sales Rep	3	NC, SC, VA
Matt Henson	Sales Rep	7	GA, TN, AL, MS, FL
Jason Berning	Regional Manager, South Central	12	ND, SD, NE, KS, CO, MT, WY, NM, AZ
Gary Bressman	Sales Rep	6	MO, KS, AR, IA, NE
Chad Feris	Sales Rep	3	TX, LA, NM, OK
Ron Olenski	Sales Rep	2	MO, IL, AR, IA
Rich Jordan	Regional Vice President, Midwest	10	MI, OH, IN, MN
Pat Davidson	Sales Rep	4	KY
Mike Schwichtenberg	Sales Rep	11	IL
John Burke	Regional Manager, Pacific West	10	WA, OR, AK, HI
CJ Collins	Sales Rep	11	CA
Steve Wightman	Sales Rep	10	UT, CO, WY, ID, MT, CA
Jennifer Young	Sales Rep	4	CA



## ***Tab 3—Company Profile—Question 9***

Who is your competition in the marketplace?

The synthetic turf industry has become increasingly competitive in recent years. While AstroTurf originated the artificial turf industry, more and more companies have entered the market. Our competitors include:

Hellas  
FieldTurf  
Shaw/Sportexe  
ATG  
Mondo  
UBU



## ***Tab 3—Customer Profile—Question 14***

Describe your firm's capabilities and functionality of your 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.astroturfusa.com](http://www.astroturfusa.com)) has extensive product information and enables users to be put in touch with their local sales reps.



## ***Tab 3—Company Profile—Question 15***

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

1. Due to the in-depth sales process that AstroTurf employs, the sales reps develop relationships with customers. If quality issues become apparent, the sales reps are the point of contact for our customers, and they usually bring any concerns up with their reps. Customers can call their reps or our Warranty/Service Manager at any time.
2. We have a Quality Director (QD) who is independent, reporting directly to the President.
3. The QD inspects fields randomly and grades installation quality both subjectively and objectively, based on a set of criteria.
4. The QD must personally inspect any field with a customer complaint or warranty claim.
5. We have a Warranty/Service Manager who deals exclusively with customer service issues, especially relating to warranty claims and service programs.
6. The Regional Managers personally train customer Maintenance Personnel on the maintenance procedures necessary and the equipment supplied.

AstroTurf fields are covered by a 3<sup>rd</sup> 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.





## ***Tab 3—Company Profile—Marketing/Sales— Question 1***

Detail how your organization plans to market this contract within the first 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 internet web-based homepage with:
  - TCPN Logo
  - Link to TCPN website
  - Summary of contract and services offered
  - 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 new 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.



## ***Tab 3—Company Profile—Marketing and Sales Q. 2***

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 superintendants 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 (in excess of \$37,000,000 to the public sector in 2011 alone). 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.

To demonstrate our belief in the Co-op model to new customers, we will:

- Renovate our website to advertise the TCPN relationship.
- Retrain 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.
- 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.



## ***Tab 3—Company Profile—Marketing/Sales— Question 4***

Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

- Within one week of notice of Award



## ***Tab 3—Company Profile—Marketing/Sales— Question 5***

Describe how you intend on train your national sales force on the TCPN agreement.

Within one month of award of a TCPN contract, Andy Belles (our dedicated co-operative purchasing expert) and our senior management will facilitate a meeting with TCPN to present a specific, targeted plan of action that will ensure the mutual success of AstroTurf and TCPN. We anticipate a smooth transition into the execution of this Agreement, as our staff has extensive experience employing the co-op model. To bolster our sales efforts, the following actions, as a minimum, will be taken:

- Within 30 days—Renovate our website to advertise the TCPN relationship.
- Within 60 days—Retrain 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
- Within 60 days—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
- On an ongoing basis—Drive home these advantages *repeatedly*, through company-wide meetings, regional meetings, and regular monthly TCPN meetings with updates—both in person and via webinars.
- Within 90 days—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.

- 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.
- Within 90 days—Provide a special commission on sales made by means of the co-op.



## ***Tab 3—Company Profile—Marketing/Sales Q. 6***

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

AstroTurf, LLC agrees to provide our company logo to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.





## ***Tab 3—Company Profile—Administration Q. 1***

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

Prior Co-operative Purchasing relationship: U.S. Communities  
Contact Person: Marites Teixeira  
Contact Phone Number: (866) 472-7467 ext. 221

AstroTurf was the synthetic turf supplier for U.S. Communities from January 11, 2008 to April 30, 2012, which included multiple contract extensions by the lead agency, Fairfax County. At the end of our contract and contract extensions, U.S. Communities and Fairfax County advertised a new solicitation for synthetic turf that was due in April of 2012.

After careful review and evaluation of the US Communities solicitation documents, AstroTurf elected not to submit an offering. Based on several variations between our previous contract with Fairfax and US Communities and the requirements of the new solicitation, we did not believe that a potential new contract with this particular co-op group would be a good fit with the current goals and objectives of AstroTurf.

For the duration of our agreement with U.S. Communities, we provided superior products and customer service to every entity with which we contracted through the agreement. We led with U.S. Communities, remitted all payments in full to the co-op, and vigorously promoted our relationship with them by means including but not limited to: brochures, press releases announcing every project sold through U.S. Communities, direct marketing and e-mail blasts, leave-behind materials, website linkages, logo usage, and aggressive promotion of the co-operative partnership at all trade shows, radio, television, and media events.



## ***Tab 3—Customer Profile—Administration Q. 2***

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

We use Peachtree as our accounting system. Our accounting system uses phases and detailed cost coding to track each project. We use an electronic program called SharePoint to store copies of project documents. We assign a numeric sequence for each individual distributor or supplier for more precise tracking. We keep project folders with hard copies of the invoicing, contracts/purchase orders (which will be noted "Per TCPN contract" for projects utilizing this Agreement) for our accounting records. Reports can be exported from our accounting system to windows based programs (excel, word) and sent via US Mail, fax or email. We will e-mail reports to [reporting@tcpn.org](mailto:reporting@tcpn.org) on the 15<sup>th</sup> day of the day after the close of the previous month.



## ***Tab 3—Customer Profile—Administration Q. 3***

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

Based on the account setup we can run reports by customer or agency type and provide the details needed for the contract. We have previously worked with purchasing agencies and been able to meet all of the reporting and audit requirements.



## ***Tab 3—Customer Profile—Administration Q. 4***

Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

AstroTurf has a standing relationship with a large California Banking and Leasing group that specializes in leasing to educational entities. Our financing group provides extremely competitive rates and works closely with education entities on terms that are specifically designed to be flexible and meet the needs of each customer.



## ***Tab 3—Company Profile—Green Initiatives***

### **AstroTurf®—Ever Renewing its Commitment to the Environment**

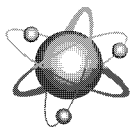
The AstroTurf brand is a symbol of innovation and problem-solving, and its commitment to environmental responsibility is unmatched. In fact, AstroTurf was first used in an athletic setting as a solution to an environmental quandary. The Houston AstroDome, opened in 1964, was a revolution in athletic 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. As a member of the Textile Management Associates (TMA) family of companies, AstroTurf is in a unique position to closely partner with other companies that share our corporate environmental philosophy. AstroTurf and its sister company Universal Textile Technologies (UTT) bring novel and sustainable innovations to all phases of the turf life cycle:

- **AstroTurf products are backed with the UTT's BioCel™ Technology:**
  - AstroTurf is the *only* synthetic turf company to use BioCel, 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 UTT acquires many of the bottles it uses from Yellowstone and Grand Teton National Parks. Thus far, UTT has used more than 250,000,000 16 oz. plastic bottles for primary backing use.
  - 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, UTT/AstroTurf eliminates the need to use mined calcium carbonate and reduces the need to dispose of the fly ash in landfills.
- The demand for BioCel Technology will continue to grow, as public agencies adhere to President Obama's recent directive that promotes the governmental purchase of bio-based materials.
  - **AstroTurf utilizes environmentally friendly infill materials:**
    - Sustain PCT™ is an all-rubber infill made from post-consumer recycled tires. A typical AstroTurf field will keep up to 20,000 passenger tires out of landfills.
    - Sustain TPE™ is a recyclable infill made from thermoplastic elastomer. TPE™ is non-toxic and additive-free and can meet the most stringent requirements for heavy metal compliance.
  - **AstroTurf can recycle both the fiber and infill materials of aging fields.**

Please see the following pages for further illumination of AstroTurf's commitment.



**ENVIRONMENTAL ADVANTAGES OF SYNTHETIC TURF**  
*Featuring BioCel™ and EnviroCel™ Backing Technology*

**WATER  
CONSERVATION**

According to the EPA, over one-third of residential water is used for lawn irrigation nationwide, totaling over 4 billion gallons of water a day. Additional data supplied to the Synthetic Turf Council, the Southern Nevada Water Authority estimates that every square foot of natural grass replaced saves an additional 55 gallons of water per year. As the average lawn is 1,800 square feet, so the average home with synthetic turf saves 99,000 gallons of water each year.

**REDUCES PESTICIDES/  
FERTILIZERS**

The National Academy of Sciences estimates that homeowners utilize 10 times the amount of fertilizer and pesticides per acre of lawn and landscape than do farmers, and the EPA estimates that only 2 percent of pesticides (herbicides, insecticides, fungicides) actually reach the target pest; the remainder will volatilize in the air, or drift to unintended targets, or seep into groundwater, or wash into surface water.

**REDUCES TOXIC  
EMISSIONS**

The EPA states that 17 million gallons of fuel, mostly gasoline, are spilled each year while refueling lawn equipment. This amounts to more than all of the oil spilled by the Exxon Valdez in the Gulf of Alaska. Additionally, the EPA has shown that lawn mowers are a significant source of pollution and as a result can impair lung function, inhibit plant growth, and is a key ingredient of smog. A gas-powered push mower emits as much hourly pollution as 11 cars, and a riding mower emits as much as 34 cars. Pollutants can and often do end up in waterways, damaging ecosystems and water quality, according to the EPA. When it rains, or as snow melts, the resulting water (known as "storm runoff") carries excess litter, soil, fertilizer and other particulates to the nearest storm sewer, which then runs into nearby waterways.

**ENVIRONMENTALLY  
FRIENDLY  
COMPONENTS**

BioCel and EnviroCel turf backings contain polymers produced from natural oil polyols, a rapidly renewable resource. To utilize renewable resources as much as possible, we started by replacing a large percentage of petroleum-based polymers with bio-based polyols derived from domestically grown crops. This helps the environment, and reduces our dependence on foreign oil by decreasing the use of imported petroleum-based products.

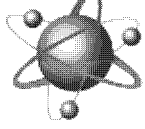
**RECOVERED &  
RECYCLED CONTENT**

BioCel and EnviroCel turf backing systems contain recovered material recycled from electrical utility power plants. Certain turf products also offer a secondary backing that contains a high percentage of recycled content, made from recycled plastic drink bottles.

**LEED QUALIFIED**

Architects and designers can utilize synthetic turf backed with BioCel™ and EnviroCel™ Polyurethane cushion on commercial, industrial, and residential projects. Falling under the categories of Water Efficient Landscaping, Recycled Content and Innovation in Design, it can obtain up to 18 points toward LEED certification.

Universal Textile Technologies  
204 West Industrial Blvd. Dalton, GA 30720  
706.876.5604  
DougGiles@Universal-Textile.net  
**universal-textile.com**



**FOR IMMEDIATE RELEASE**

**UTT Contact:** Doug Giles  
Universal Textile Technologies  
706.876.5604  
DougGiles@Universal-Textile.net

**Media Contact:** Laura Davis  
BlueSHIFT 7  
706.217.5384  
laura@blueshift7.com

**UTT Celebrates a New Presidential Directive to Purchase  
More Bio-Based Products For U.S. Government**

**(February 28, 2012, DALTON, Georgia)** A recent directive handed down by President Obama to increase the government's purchase of products with greater bio-based content will mean more economic opportunities for United Textile Technologies (UTT), its manufacturing partners, and American workers, according to Doug Giles, Director of Marketing for UTT.

President Obama has directed the federal government's procurement offices to purchase more products made with bio-based ingredients over the next two years—products that range from paints, soaps and detergents, to synthetic carpeting and turf. In Dalton Georgia, UTT manufactures BioCel™ and EnviroCel™, materials for high performance carpet and turf backings made with naturally renewable soybean-based polyols derived from American-grown soybeans. UTT uses the natural oil-based polyols to replace some of the petroleum used in their manufacturing process—an eco-friendly solution which helps the U.S. economy.

“As the leading producer of carpet backing produced from natural oil-based polyols, UTT is poised to benefit greatly from this directive,” says Giles. UTT is already working with partners including AstroTurf® and SYNlawn® to produce synthetic turf and landscape materials for military base installations at Fort Bliss, Texas and Nellis Air Force Base. “This is a monumental decision,” adds AstroTurf President Bryan Peebles. “Biobased manufacturing has become a huge part of our corporate culture, and this opens up the doors for synthetic turf and landscape installations at federal government facilities around the country.”

Building on Farm Bills passed by Congress in 2002 and 2008, the President's goals for this directive are aimed at fostering new and innovative businesses which will expand opportunities for good jobs throughout the country, including in rural areas where farmers raise crops used for bio-based products.

-end-

*Universal Textile Technologies supplies the carpet industry with multiple backing systems manufactured for use in mid to high-traffic commercial, hospitality, residential, corporate, healthcare, education and lodging markets. Additional markets include synthetic turf for sports fields and synthetic grass for landscape applications. For more information, contact Universal Textile at [www.universal-textile.com](http://www.universal-textile.com).*





**FOR IMMEDIATE RELEASE**

**UTT Contact:** Doug Giles  
Universal Textile Technologies  
706.876.5604  
DougGiles@Universal-Textile.net

**Media Contact:** Laura Davis  
BlueSHIFT 7  
706.217.5384  
laura@blueshift7.com

## **Universal Textile Technologies Announces Recycling Partnership with Grand Teton National Park**

**December 1 2011, Dalton, GA**—Universal Textile Technologies, (UTT), today announced a new initiative to include bottles collected from Grand Teton National Park into its manufacturing process. UTT converts the plastic bottles into a non-woven fleece material used to manufacture high-performance environmentally friendly backing for carpet and synthetic turf products. Now termed the **PET Park Project**, UTT is working in partnership with The Grand Teton National Park, Teton County Solid Waste and Recycling, CPE, Inc., and the United Soybean Board (USB).

Americans generate an enormous amount of waste material every day. In the Grand Teton park millions of annual visitors are educated on the positive aspects of recycling, including plastic bottles. This new partnership, called the **PET Park Project**, promotes the reuse of discarded plastic bottles, significantly reduces the amount of bottles that go to the landfill, and helps the park meet their recycling goals.

UTT then incorporates the use of recycled bottles to manufacture BioCel™ and EnviroCel™, environmentally-friendly, performance-based polyurethane backing systems for carpet and synthetic turf. Both BioCel and EnviroCel utilize recycled plastic bottles, combined with naturally renewable soybean-based polyols derived from domestically grown soybeans. UTT is a leader in the use of soy to reduce the petroleum content in its backing. The use of soy-based products and recycled plastics converted stateside help to support the U.S. economy and create American jobs. UTT is a charter member of the Biobased Products Coalition, the Carpet and Rug Institute, Carpet America Recovery Effort (CARE), and is NSF 140 Certified.

Many of the recyclable plastics collected in America are sold overseas, where they are used to produce plastic products that are later sold in the U.S. This partnership will help produce American jobs by allowing American workers to convert the bottles and decrease the carbon footprint required in transportation overseas.

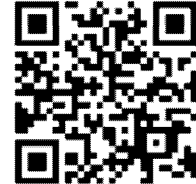
“Grand Teton National Park has proven its commitment to promoting beneficial environmental stewardship practices, and the **PET Park Project** is an excellent example of how private companies can work with the National Park Service to find innovative recycling solutions that benefit all of us,” Margaret Wilson, Grand Teton National Park’s Planner & Sustainability Coordinator.

The partnership represents a model system that can help increase the demand for recycled content in American-made products. With the help of Grand Teton and Yellowstone National Parks, Americans are now able to purchase carpets featuring recycled content from the parks, and includes American-grown, soy-based technology that displaces a large portion of the petroleum components.

These exciting, environmentally-friendly backing technologies assist in LEED® certification. BioCel and EnviroCel are resistant to moisture, insulate against energy loss, reduce ambient noise, and increase the structural integrity of carpet and synthetic turf.

“On average, two bottles out of 10 are recycled in America today, and our objective is to increase this number. We hope the **PET Park Project** will increase awareness of the many opportunities for Americans to participate,” said Doug Giles, director of marketing for Universal Textile Technologies. “We are excited to be a part of this project and look forward to continuing our partnership with the National Park Service.”

*Universal Textile Technologies supplies the carpet industry with multiple backing systems manufactured for use in mid to high-traffic commercial, hospitality, residential, corporate, healthcare, education, and lodging markets. Additional markets include synthetic turf for sports fields and synthetic grass for landscape applications. For more information, contact Universal Textile at [www.universal-textile.com](http://www.universal-textile.com) or scan this QR code to download our mobile app.*





## **BASF ECO-EFFICIENCY ANALYSIS FREQUENTLY ASKED QUESTIONS**

### ***What is an Eco-Efficiency Analysis?***

A study measuring the life cycle environmental impacts and life cycle costs at a defined level of output.

### ***Why did BASF conduct this study?***

AstroTurf®, always a leader in the industry, stepped up because this type of study has been long-overdue. AstroTurf® approached BASF about conducting the EEA, and did so while emphasizing the independence of the study results.

### ***Why is this study so important?***

This is a first-of-its-kind study comparing synthetic and natural grass fields over a 20-year period. It provides the first opportunity for stakeholders to objectively compare the two types of fields in terms of associated costs. Never before has a synthetic turf company opened itself up to such stringent measurement criteria and been compared to natural grass fields.

### ***How was the data obtained?***

Average national data was used for key input parameters such as availability, durability, maintenance requirements, and costs over time. There was no focus on one region and data was representative for different areas of the country. The evaluations of the data looked at four phases of the life cycle: production, installation, use, and end-of-life.

### ***How was the study evaluated and verified?***

It was verified independently by the NSF, the world leader in standards development, product certification, education, and risk-management for public health and safety for 65 years. The study was verified under the requirements of NSF Protocol P352, Part B: Verification of Eco-Efficiency Analysis Studies. More information on methodology and validation can be obtained at [http://www.nsf.org/info/eco\\_efficiency](http://www.nsf.org/info/eco_efficiency).

### ***What are the weaknesses of the study?***

Data parameters were considered high or medium-high data quality. No critical uncertainties or significant data gaps were identified within the parameters and assumptions that could have a significant effect on the results and conclusions. Eco-profiles were deemed of sufficient quality and appropriateness. The input parameters that were related to the impact categories have sufficient data to support a conclusion that this study has a low uncertainty.

**What criteria were looked at?**

Environmentally, there were 11 categories. Those included primary energy consumption, raw material consumption, greenhouse gas emissions, ozone depletion potential, photochemical ozone creation potential, water emissions, solid waste emissions, toxicity potential, risk potential, and land use.

In terms of life cycle costs, the study looked at real costs of the process of creating and delivering the product, subsequent costs which may occur in the future, and costs having an ecological aspect, such as costs of treating wastewater during the manufacturing process.

**What fields were measured?**

AstroTurf® PureGrass®	nylon + pigment	600 hours availability
AstroTurf® GameDay Grass™ MT 41	Polyethylene yarn + pigment	600 hours availability
Astroturf® GameDay Grass™ 3D 52	Polyethylene/Nylon yarn + pigment	600 hours availability
Natural Grass	same availability as synthetic	600 hours availability
Natural Grass	28% less availability than synthetic	432 hours availability
Natural Grass	40% less availability than synthetic	360 hours availability
Natural Grass	50% less availability than synthetic	300 hours availability
Natural Grass	67% less availability than synthetic	200 hours availability
Natural Grass	75% less availability than synthetic	150 hours availability

**Where did the input data come from?**

A variety of sources, including BASF, AstroTurf®, the University of Tennessee Institute of Agriculture, the Sports Turf Managers Association, and other material manufacturers.

**The study was over 20 years. Synthetic fields don't typically last that long. Did that make a difference in the results?**

The costs and environmental impact replacement of synthetic turf were taken into account and included in the study, making it a true comparative look at synthetic and natural grass fields.

**What were the results of primary energy consumption?**

Energy consumption of a synthetic field generally lies in the range of a natural grass alternative with 300-432 hours of availability. For grass fields with the lowest availability, energy consumption can be 2.5 times more for natural grass than synthetic turf.

**What were the results for raw material consumption?**

Even the best natural grass alternative uses over 2 times the raw materials as a synthetic field.

**What were the results for greenhouse gas emissions?**

Synthetic turf fields generate comparably greenhouse gasses to those of a natural grass field with 300 hours of availability. For the lowest availability, natural grass fields can generate nearly 2.5 times the greenhouse gasses of a synthetic field.

**What were the results for photochemical ozone potential?**

POCP is due mostly to hydrocarbon and VOC emissions related to the use of diesel fuel. In some cases, natural grass fields can have over 4 times the POCP as a synthetic alternative.

***What were the results for ozone depletion potential?***

Synthetic fields have a higher ODP number. However, this results mostly from transportation in the use and production phases of a synthetic field's life cycle and contributes less than 1% to the total environmental impact.

***What were the results for acidification potential?***

Overall, systemic fields compare to natural grass surfaces with 240-360 hours of availability. In some cases, it can be twice as high for natural grass fields.

***What were overall air emission results?***

Synthetic fields are comparable to natural grass fields with 300-432 hours per year. In cases with lower availability, natural grass field overall air emissions can be over twice as much as synthetic alternatives.

***What were the water emissions results?***

Water emissions on natural grass fields with the lowest availability can be about 1.5 times that of synthetic fields. In either case, water emission contributes less than 2% to the overall environmental impact.

***Solid Waste Generation***

It can be up to 4 times higher for a natural grass field. Synthetic fields get a large credit for utilizing infill, which comes from rubber tires which are kept out of landfills.

***What were the results for overall emissions?***

The top three alternatives with the lowest overall emissions were GameDay Grass® MT41, the natural grass alternative with an unheard of 600 hours of availability per year, and the GameDay Grass™ 3D52 field. In the scenario of the natural grass field with the lowest availability, overall emissions were 2.5 times more than GameDay Grass™ alternatives.

***What were the results of land use?***

Overall, synthetic alternatives have less impact on land use. A natural grass field would have to offer maximum playability to equal synthetic alternatives, and in some cases, can have over 4 times the impact of synthetic fields.

***What were the results of toxicity potential?***

A natural grass field would have to offer more than 432 hours of availability to equal a synthetic surface. In some scenarios, natural grass fields have 4.5 times more toxicity potential.

***What were the results of risk potential (occupational illness and accident)?***

Synthetic turf fields score higher in the risk category, but the numbers are not higher because of playing injuries. They are higher because of risk associated with working on with the materials required to build a base structure for a synthetic field, going as far as risks associated with mining the aggregate stone used in the process.

***What was the overall environmental fingerprint?***

From an overall standpoint, including all measured categories, a natural grass field would have to show availability of about 420 hours to be equal to a synthetic surface.

***What results had the highest environmental relevance?***

Resource consumption and toxicity potential.

***What were the overall life cycle costs?***

Using a midpoint value, over 20 years, average life cycle costs for natural grass fields were 15% higher than synthetic fields, and that includes replacement costs for synthetic fields.

***What were the overall eco-efficiency results?***

A natural grass field would have to have in excess of over 432 hours, or 72% of the availability of a synthetic field, to be more eco-efficient than a synthetic surface. It is important to achieve a balance. With a natural grass field, reducing maintenance costs for an environmental benefit would decrease playing time. Any environmental benefit would be outweighed by increasing life cycle costs.

***What does this mean for the industry and consumers?***

This groundbreaking work will show synthetic turf, particularly AstroTurf®, in a new light. It will strengthen confidence that AstroTurf® is safer, more durable, and meets and/or exceeds efficiency expectations.



### ***Tab 3—Company Profile –Vendor Certifications***

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 perform the covered services including, but not limited to licenses, registrations, and certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and services.

The AstroTurf® trade name is filed in each of the 50 states plus Washington, D.C. as one of the following trade names: AstroTurf, LLC, General Sports Venue, LLC or General Sports Turf, LLC.

We are licensed as a General Contractor in the following States:

	<u>State</u>	<u>License #</u>
1.	Alabama	46816
2.	California	914561
3.	Iowa	C111855
4.	Louisiana	47399
5.	Maryland	16413294
6.	Montana	160835
7.	New Jersey	644716
8.	Nebraska	25411
9.	North Dakota	39697
10.	Virginia	2705-115427A
11.	Washington	CC01/ASTROL#9C5PN
12.	West Virginia	WV048694

Although AstroTurf is not licensed as a General Contractor in every state, it does have strategic alliances with distributors and installers who are licensed as GCs in those states. As a result, every state can be served by AstroTurf in compliance with all state statutes.



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
Consumer Affairs  
**ACTIVE LICENSE**

License Number  
**914561**

Business Name  
**GENERAL SPORTS TURF INC**  
Entity  
**CORP**

Classification(s)  
C61/D12

Expiration Date  
04/30/2014

[www.csib.ca.gov](http://www.csib.ca.gov)







**CONTRACTOR REGISTRATION CERTIFICATE**

**STATE OF IOWA**

**IOWA WORKFORCE DEVELOPMENT  
DIVISION OF LABOR SERVICES  
CONTRACTOR REGISTRATION**

1000 East Grand Ave.  
Des Moines, IA 50319-0209  
Phone (515) 242 - 5871

**ASTROTURF LLC  
2680 ABUTMENT ROAD  
DALTON, GA 30721**

DATE ISSUED: 11/4/2011

DATE EXPIRES: 11/4/2012

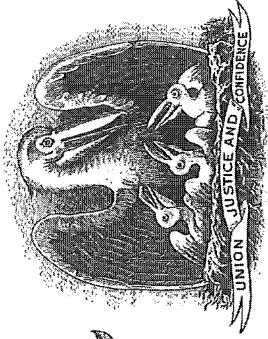
REGISTRATION NUMBER: C111855

*Michael A. Mauro*

Michael A. Mauro, Commissioner

Your certificate will be enforced for 1 year if you are in compliance with contractor registration, unemployment insurance, and worker's compensation regulations. Falsifying any records may result in revocation of your certificate, \$500 civil penalty, and criminal prosecution.

# State of Louisiana



## State Licensing Board for Contractors

This is to Certify that:

ASTROTURF, LLC  
2680 Abutment Rd.  
Dalton, GA 30721

is duly licensed and entitled to practice the following classifications

SPECIALTY: ARTIFICIAL TURF; SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES




Witness our hand and seal of the Board dated,  
Baton Rouge, LA 31st day of October 2011

  
Director

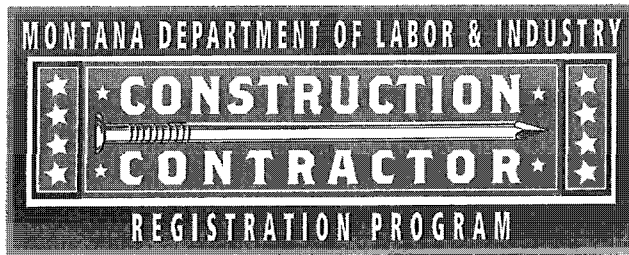
Expiration Date: August 24, 2012

License No: 47399

  
Chairman

  
Secretary-Treasurer

This License Is Not Transferrable



**STATE OF MONTANA**  
DEPARTMENT OF LABOR & INDUSTRY  
★  
CONSTRUCTION CONTRACTOR REGISTRATION UNIT

# CERTIFICATE OF CONTRACTOR REGISTRATION

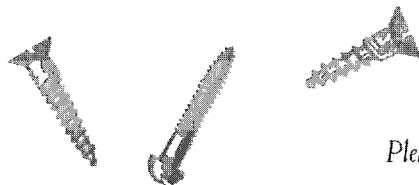
REGISTRATION No. 160835

ASTROTURF LLC

2680 ABUTMENT RD  
DALTON, GA 30721

Effective Date: Jul 21, 2010  
Expiration Date: Jul 20, 2012

This is a Bid Only Certificate



*Additional information on back.*

*Please notify this agency of any changes within 10 days.*

Certificate Number  
644716

Registration Date: 03/25/2012  
Expiration Date: 03/24/2013



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**Responsible Representative(s):**

Bryan Peoples, President  
W. Heard Smith, COO  
George Boggs, CFO

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

**Responsible Representative(s):**

**2012**  
Astro Turf LLC

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTORS LICENSE RENEWAL

NO: 39697 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **ASTROTURF, LLC** whose address is Dalton, GA has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2013, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

**ASTROTURF, LLC** therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated March 7, 2012.

A handwritten signature in cursive script that reads "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

STATE OF OREGON  
CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE

LICENSE NUMBER: 180341

This document certifies that:

GENERAL SPORTS VENUE LLC  
2680 ABUTMENT ROAD  
DALTON GA 30721

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 03/31/2012  
ENTITY TYPE: Limited Liability Company  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: NONE  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: MITCHELL A TRUBAN  
HOME INSPECTOR CERTIFIED: NO  
LEAD BASED PAINT LICENSED: NO

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

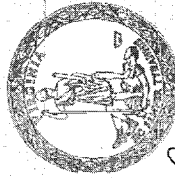
EXPIRES ON  
10-31-2013

9960 Mayland Dr., Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

NUMBER  
2705115427

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* RFC

GENERAL SPORTS VENUE LLC  
2680 ABUTMENT ROAD  
DALTON, GA 30721



*Gordon N. Dixon*  
Gordon N. Dixon, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

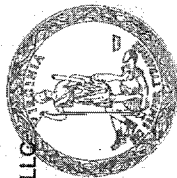
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(POCKET CARD)

COMMONWEALTH OF VIRGINIA  
BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* RFC

NUMBER: 2705115427 EXPIRES: 10-31-2013

GENERAL SPORTS VENUE LLC  
2680 ABUTMENT ROAD  
DALTON, GA 30721



(DETACH HERE)

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
9960 Mayland Dr., Suite 400, Richmond, VA 23233

DEPARTMENT OF LABOR AND INDUSTRIES

REGISTERED AS PROVIDED BY LAW AS  
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 ASTROL*905PN	10/17/2012
EFFECTIVE DATE	10/15/2010

ASTROTURF LLC  
2680 ABUTMENT ROAD  
DALTON GA 30721

REGISTERED AS PROVIDED BY LAW AS  
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 ASTROL*905PN	10/17/2012
EFFECTIVE DATE	10/15/2010

ASTROTURF LLC  
2680 ABUTMENT ROAD  
DALTON GA 30721

Signature \_\_\_\_\_  
Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Please Remove  
And Sign  
Identification  
Card Before  
Placing In  
Billfold



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV048694

**Classification:**

GENERAL BUILDING

ASTROTURF LLC  
DBA ASTROTURF LLC  
2680 ABUTMENT RD  
DALTON, GA 30721

**Date Issued**

AUGUST 31, 2011

**Expiration Date**

AUGUST 31, 2012

Authorized Company Signature

*Michael A. Carl*

Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



# State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Athletic Fields of America  
**2011**

Responsible Representative(s):

Debra Martino, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	ATHLETIC FIELDS OF AMERICA, INC.
<b>Trade Name:</b>	
<b>Address:</b>	1179 KNOLL ROAD BOONTON, NJ 07005
<b>Certificate Number:</b>	0703086
<b>Effective Date:</b>	February 25, 1998
<b>Date of Issuance:</b>	January 08, 2009

**For Office Use Only:**  
20090108095356810



STATE OF NEW JERSEY

# SCHOOLS DEVELOPMENT AUTHORITY

REC'D AUG 30 2010

1 WEST STATE STREET  
P.O. BOX 991  
TRENTON, NJ 08625-0991  
609-943-5955

August 19, 2010

Debra Martino, President  
Athletic Fields of America  
PO Box 252  
Montville, NJ 07045

Re: Contractor Prequalification Notice  
Federal Tax ID: 22-3551012

Dear Ms. Martino:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Athletic Fields of America** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

<i>Trade(s)</i>	<i>Prequalification Rating</i>
ATHLETIC FIELDS/TRACKS/COURTS	\$1.7 MILLION

Your firm is prequalified by the NJSDA until **June 30, 2012**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

Firms like yours are critical to our success. Exciting opportunities are available for Small Business Enterprises (SBEs) in the Schools Construction Program. In order to enhance your participation in the program as an SBE-designated firm, the NJSDA is offering assistance in becoming registered as an SBE with the NJ Department of Treasury, Division of Minority and Women Business Development. Among other requirements, firms applying for SBE Registration must have fewer than 100 full-time employees.

To obtain an application for SBE Registration, please call the Business Services Call Center at 1-866-534-7789 or visit their website at <http://www.nj.gov/njbusiness/contracting>. Please submit the completed application, including any attachments, to:

NJ Division of Revenue  
Business Support Services Bureau  
PO Box 455  
Trenton NJ 08646

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,



Karon L. Simmonds, CIC  
Director,  
Risk Management and Vendor Services

cc: Prequalification File  
R. Britton

ATHLETIC FIELDS OF AMERICA INC  
PO BOX 252  
MONTVILLE, NJ 07045

*State of New Jersey*



DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION  
20 WEST STATE STREET - P.O. BOX 042  
TRENTON, NEW JERSEY 08625-0042



**NOTICE OF CLASSIFICATION**

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$1,700,000	C060 -ATHLETIC FIELDS/TRACKS/COURTS	07/01/2010	06/30/2012

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <http://www.state.nj.us/treasury/dpmc>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

IMPORTANT NOTICE

YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 03/31/2013  
 STATE OF ARIZONA  
 Registrar of Contractors CERTIFIES THAT  
 General Acrylics Inc



General Acrylics Inc  
 22222 N 22nd Ave  
 Phoenix, AZ 85027-1903

CONTRACTORS LICENSE NO 77085 CLASS A  
 General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

*William A. Mundell*  
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE

YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
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LICENSE EFFECTIVE THROUGH: 03/31/2013  
 STATE OF ARIZONA  
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- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

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LICENSE EFFECTIVE THROUGH: 03/31/2013  
 STATE OF ARIZONA  
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 General Acrylics Inc



General Acrylics Inc  
 22222 N 22nd Ave  
 Phoenix, AZ 85027-1903

CONTRACTORS LICENSE NO 77085 CLASS A  
 General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

*William A. Mundell*  
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

C.L. "Butch" Otter  
Governor

State of Idaho  
Division of Building Safety  
PUBLIC WORKS CONTRACTORS LICENSING BUREAU  
CONTRACTOR

PWC-C-12674 - A - 4  
License Number

Categories: 02790, 03380

04/03/1995

Original License Issued

This is to certify that

**GENERAL ACRYLICS, INC.**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: 03/31/2013

Licensee Signature



C. Kelly Pearce, Administrator



CONSTRUCTION INDUSTRIES DIVISION

**GENERAL ACRYLICS, INC.**

LICENSE NUMBER

**30964**

Qualifying Party(s)

**DEREMO JOHNNIE**

EXPIRES

**05/31/2013**

CLASSIFICATION(S)

**CPRS**



... of the CD ... shall be surrendered upon demand

Southern Nevada Office  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
(702) 486-1100

Northern Nevada Office  
9670 Gateway Drive, Suite 100  
Reno, Nevada 89521  
(775) 688-1141

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

## GENERAL ACRYLICS INC

Licensed since March 14, 2005

License No. 0059476

Is duly licensed as a contractor in the following classification(s):

**PRINCIPALS:**

JONNIE RAE DEREMO, President Qualifier

LINDA KATHLEEN DEREMO, Secretary

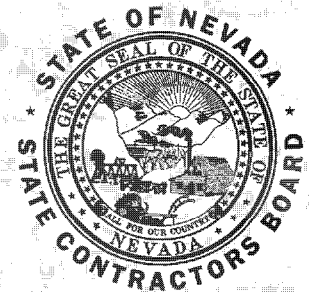
A12-EXCAVATING GRADING TRENCHING &  
SURFACING; A21-FENCING & GUARDRAILS; A22-  
UNCLASSIFIED; A-8-SEALING & STRIPING OF  
ASPHALTIC SURFACES; A22 IS DESIGNATED FOR  
OUTDOOR COURTS & RUNNING TRACKS ONLY

LIMIT: \$1,500,000

EXPIRES: 03/31/2014



Chairman, Nevada State Contractors Board



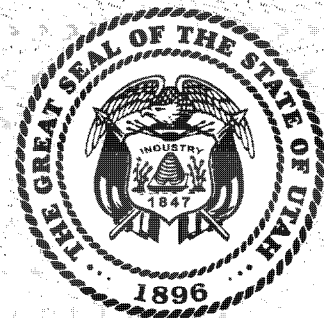
**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING**

**ACTIVE LICENSE**

**EFFECTIVE DATE: 11/30/2011**

**EXPIRATION DATE: 11/30/2013**

**ISSUED TO: General Acrylics Inc  
22222 N 22nd Ave  
Phoenix AZ 85027**



**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)**

**7406753-5501**

**Contractor With LRF**

**DBAs: None Associated**

**S500**

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 24009

**Mid-America Golf and Landscape, Inc.**

1621 SE Summit Street

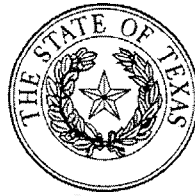
Lee's Summit MO 64081

Information for this business last updated on:

Tuesday, May 01, 2012

Certificate produced on Tuesday, May 01, 2012 at 2:40 PM





## Office of the Secretary of State

### CERTIFICATE OF AUTHORITY OF

Mid-America Golf and Landscape, Inc.  
Filing Number: 800362695

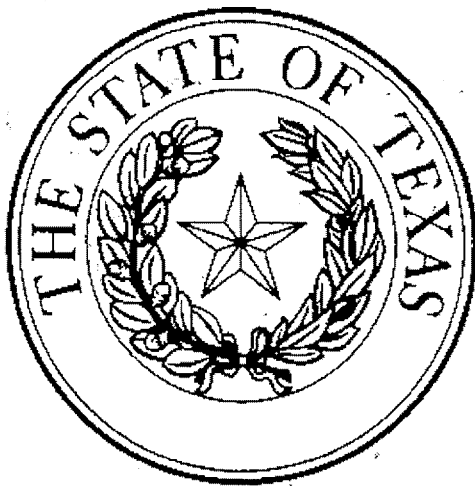
The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above named corporation for a Certificate of Authority to transact business in this State under the Texas Business Corporation Act has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this State from and after this date for the purpose or purposes set forth in the application under the name of

Mid-America Golf and Landscape, Inc.

Dated: 06/30/2004

Effective: 06/30/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

EXPIRES ON  
**01-31-2012**

9960 Mayland Dr., Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

NUMBER  
**2705 081393A**

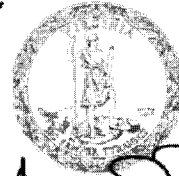
BOARD FOR CONTRACTORS  
CLASS A CONTRACTORS LICENSE

MID-AMERICA GOLF AND LANDSCAPE INC

1621 SE SUMMIT AVE

LEES SUMMIT MD 64081 3291

**\*CLASSIFICATIONS\* RFC**



*Jay W. DeBoer*  
Jay W. DeBoer, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

EXPIRES ON  
01-31-2014

9960 Mayland Dr., Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

NUMBER  
2705081393

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* RFC

MID-AMERICA GOLF AND LANDSCAPE INC  
1621 SE SUMMIT AVE  
LEES SUMMIT, MO 64081-3291



*Gordon N. Dixon*  
Gordon N. Dixon, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

7505682

263755

# State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

MID AMERICA GOLF & LANDSCAPE, INC.

*This is to certify that all requirements of the State of Tennessee  
have been met.*

ID NUMBER: 00050331

LIC STATUS: ACTIVE

EXPIRATION DATE: 03/31/2013

BC-24;

UNLIMITED



IN-1313

DEPARTMENT OF  
COMMERCE AND INSURANCE





**CONTRACTOR REGISTRATION CERTIFICATE**

**STATE OF IOWA**

DATE ISSUED

IOWA WORKFORCE DEVELOPMENT  
DIVISION OF LABOR SERVICES  
CONTRACTOR REGISTRATION

DATE EXPIRES

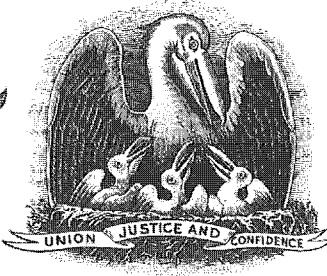
REGISTRAR

1000 East Grand Ave.  
Des Moines, IA 50319-0209  
Phone (515) 242 - 5871

MID AMERICA GOLF AND LANDSCAPE INC  
1621 SE SUMMIT AVE.  
LEES SUMMIT, MO 64081

*Michael A. Mauro*  
Michael A. Mauro, Cc

Your certificate will be enforced for 1 year if you are in compliance with contractor registration, unemployment insurance, and worker's comp  
Falsifying any records may result in revocation of your certificate, \$500 civil penalty, and criminal prosecution.

State of  Louisiana  
State Licensing Board for Contractors

This is to Certify that:


MID-AMERICA GOLF & LANDSCAPE, INC  
1621 SE Summit Avenue  
Lee's Summit, MO 64081

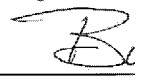

is duly licensed and entitled to practice the following class

SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES



Witness our hand and seal of 1  
Baton Rouge, LA 31st day of

  
Director

Expiration Date: October 16, 2012

License No: 41193

This License Is Not Transferrable



Nebraska Department of Labor  
Contractor Registration  
559 So. 16th Street, Lincoln, NE 68508  
(402) 471 - 2239

Date Issued  
07/01/2011

Date Expires  
07/01/2012

Fee Paid: \$40.00

**CONTRACTOR REGISTRATION CERTIFICATE**

This certificate is non-transferable

Registration #  
**37191**

Year  
**11**

Business:  
MID-AMERICA GOLF AND LANDSCAPE, INC  
1621 SE SUMMIT AVE  
LEE'S SUMMIT, MO 64081-3291

*Catherine D. Long*  
Commissioner of Labor

11-CRA

Bill Richardson  
Governor

Edward J. Lopez  
Superintendent

## State of New Mexico

Regulation and Licensing Department

### CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

Lisa D. Martinez  
Director

*This is to certify that:* **MID-AMERICA GOLF AND LANDSCAPE INC**  
**PERMANENT LICENSE #359763**

*Located at:* 1621 SE SUMMIT, LEES SUMMIT, MO 64081

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**GF05**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**01/05/2009**

  
Signature of Contractor

  
Lisa D. Martinez  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable.

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1444365

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**MID-AMERICA GOLF AND LANDSCAPE, INC.**

and, that said business records show the filing and recording of:

Document(s)

**FOREIGN/SURRENDER**

This license has been cancelled.

Document No(s):

**201205500254**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 21st day of February, A.D.  
2012.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
MID-AMERICA GOLF AND LANDSCAPE, INC.

TRADE NAME:  
GENERAL CONTRACTOR

ADDRESS:  
1621 SE SUMMIT AVE  
LEE'S SUMMIT MD 64081-3291

SEQUENCE NUMBER:  
1383252

EFFECTIVE DATE:  
02/20/08

ISSUANCE DATE:  
01/24/08

  
Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# State of Minnesota

## SECRETARY OF STATE

### Certificate of Authority to Transact Business

I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: The following corporation has duly complied with the relevant provisions of Minnesota Statutes, Chapter 303, and is authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

Name of Corporation in Minnesota:

Mid-America Golf And Landscape Inc.

Name of Corporation in State of Incorporation:

Mid-America Golf And Landscape Inc.

Corporate Charter Number: 599212-2

State of Incorporation: MO

Registered Office in Minnesota:

401 2nd Ave S

Mpls

MN 55401

Name of Registered Agent: CT Corporation System Inc

This certificate has been issued on 08/18/2003.



*Mary Kiffmeyer*  
Secretary of State.

**Johnson County, Kansas  
CONTRACTOR LICENSING PROGRAM**

Hereby Grants a

**CLASS "A" GENERAL  
CONTRACTOR LICENSE**

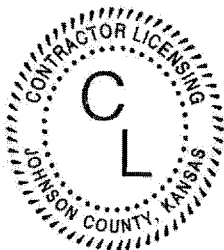
to

**2012-4428**

**Johnson County, Kansas Contractor License Number**

**MID-AMERICA GOLF AND LANDSCAPE**

**License Expires December 31, 2012**



Certified by  
Contractor Licensing Program  
Johnson County, Kansas  
111 South Cherry Street, Suite 1000  
Olathe, KS 66061



# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 24009

**Mid-America Golf and Landscape, Inc.**

1621 SE Summit Street

Lee's Summit MO 64081

Information for this business last updated on:

Tuesday, May 01, 2012

Certificate produced on Tuesday, May 01, 2012 at 2:40 PM




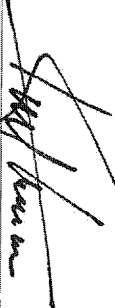
GCBAA CERTIFIED GOLF COURSE BUILDER

Having completed the requirements of the  
Golf Course Builders Association of America  
for the designation of Certified Golf Course Builder,  
the recipient has been designated as a **Certified Golf Course Builder**,  
with all rights, honors, and privileges of this title,  
for the year specified below.

**2012**

The signatures of authorized officers  
of the Golf Course Builders Association of America  
are hereunto affixed.

  
TOMMY SASSER  
Certification Board of Governors Chairman

  
KURT HUSEMAN  
GCBAA President



**CITY OF LEE'S SUMMIT, MISSOURI**

**Business  
LICENSE**

Expires

**By Authority of the City Council**

**License is Hereby Granted to:**

**and Doing Business as:**

MID AMERICA GOLF & LANDSCAPE INC  
1681 SE SUMMIT AVE  
LEE'S SUMMIT, MO 64081

**D**

Subject to the provisions of all Ordinances now in force and  
that may hereafter be passed by said City of Lee's Summit

**THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TR**



03346

## 2012 BUSINESS LICENSE

City of Independence, Missouri

Pursuant to city ordinances and conditioned upon payment of the required fee, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.

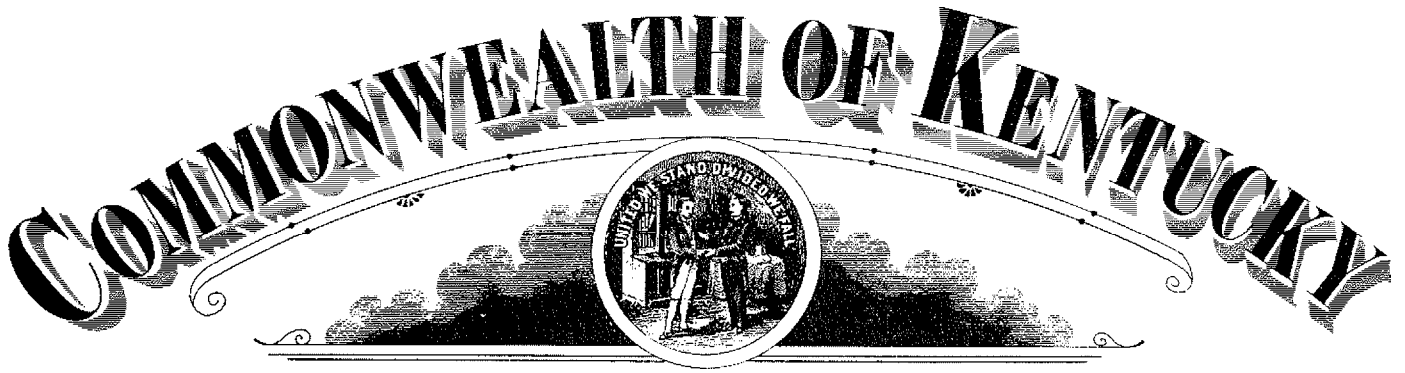
By: \_\_\_\_\_ License Officer, Independence, Missouri

Recreation/Athletic Fld/Park Development

Type of Business:

69704 4
Mid-America Golf and Landscape Mid-America Golf and Landscape ATN: Mike Cordell 1621 SE Summit AVE Lee Summit Ave., MO 64081

BUSINESS LDC:  
Mid-America G  
1621 SE Summi  
Lee Summit A



**Trey Grayson**  
**Secretary of State**

**Certificate of Authorization**

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**MID-AMERICA GOLF AND LANDSCAPE, INC.**

, a corporation organized under the laws of the state of Missouri, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on September 28, 2005.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 28<sup>th</sup> day of September, 2005.



Trey Grayson  
Secretary of State  
Commonwealth of Kentucky  
AMcRay/0622593

State of Arkansas

Contractors Licensing Board

MID-AMERICA GOLF & LANDSCAPE, INC.
1621 SE SUMMIT AVE
LEE'S SUMMIT, MO 64081

MID-AMERICA GOLF & LANDSCAPE, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

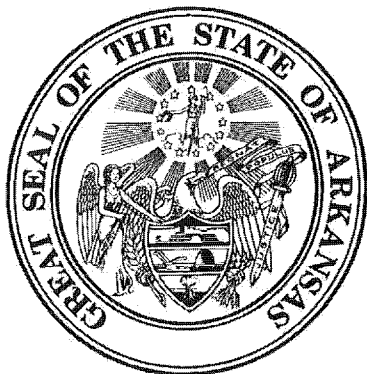
- SPECIALTY
Golf Courses
Grading, Drainage
Landscaping, Irrigation, Lawn Sprinklers, Streams
Sport & Recreational Surfaces

with the following suggested bid limit \$1,300,000

from September 9, 2011 until July 31, 2012

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



John D. Goyan

CHAIRMAN

Decil L. Malone

SECRETARY

September 9, 2011

# STATE OF ARIZONA

## Office of the *License 1* Registrar of Contractor

*This is to Certify That*

Mid America Golf and Landscape Inc

DBA (if any)

*Having been shown to possess all the necessary qualifications, and having complied with all the r  
is by order of the Registrar of Contractors duly licensed and admitted to engage in and purs*

A

### General Engineering

*Contractor in the State of Arizona. Given my hand and the seal of the Regi:  
in my office, City of Phoenix, on 01/24/2012*

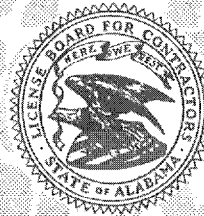


*William A.*

DIRECTOR, ARIZONA REGIS

STATE OF ALABAMA

BID LIMIT: D  
AMOUNT: 1,000,000.00



LICENSE NO.  
TYPE:

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

**MID-AMERICA GOLF AND LANDSCAPE INC**

**LEE'S SUMMIT, MO 64081-3291**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SC: GOLF COURSE

until **July 31, 2012** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

day of **April, 2011**

SECRETARY-TREASURER

A handwritten signature in black ink, appearing to be "K. C. A.", is written over the printed name of the Secretary-Treasurer.

A handwritten signature in black ink is written over the printed name of the official representing the State Licensing Board.



**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**OHNO CONSTRUCTION COMPANY**

9416 MLK JR WAY SOUTH SEATTLE WA 98118

owned by

OHNO CONSTRUCTION COMPANY

is licensed by the department to conduct business for the period

January 17, 2012 through December 31, 2012  
for the following line of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Susan K. Bell  
Commissioner

No. 5921

Effective 01/17/2012

Expires: 12/31/2012

# STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

Certifies that

## OHNO CONSTRUCTION COMPANY

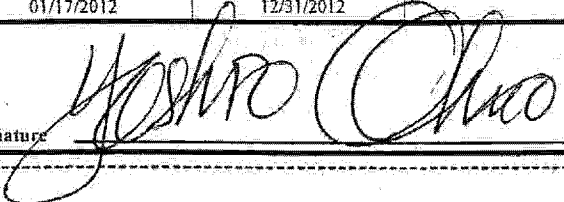
Is A Registered

**General Contractor without Residential Contractor Endorsement**

Commissioner: Susan K. Bell



Wallet Card

No. 5921		
<b>State Of Alaska</b>		
Department of Commerce, Community and Economic Development Division of Corporations, Business and Professional Licensing		
This Certifies That		
OHNO CONSTRUCTION COMPANY		
Is A Registered		
General Contractor without Residential Contractor Endorsement		
Effective	Expiration	Date of Birth
01/17/2012	12/31/2012	
 Signature		

Per 12 AAC 02.900 Licensee shall maintain a current mailing address on file with this Division at all times.

If you wish to change to a residential contractor or downgrade to a specialty contractor, a new application is required. Changes to the ownership of the contractor registration (incorporation, addition or deletion of a partner(s)) or a name change requires a new application.

Please note: all General Contractor licenses expire on December 31 of even-numbered years regardless of the issue date.

Website: [www.commerce.state.ak.us/occ/pcon.htm](http://www.commerce.state.ak.us/occ/pcon.htm)

OHNO CONSTRUCTION COMPANY  
9416 MARTIN LUTHER KING JR WAY S.  
SEATTLE WA 98118-0000

CON



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



**833470**

License Number

Entity: **CORP**

Business Name: **OHNO CONSTRUCTION COMPANY**



Class/Category: **A B C27 C12 C61/D12**

Expiration Date: **03/31/2014**

www.cslb.ca.gov

Any change of business address/name must be reported to the Registrar within 90 days.  
This license is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.  
This pocket card is valid through the expiration date only.

If found, drop in any mailbox.  
Postage guaranteed by

Contractors State License Board

P.O. Box 230000, Sacramento, CA 95825

*[Handwritten Signature]*

Licensee Signature

STATE OF OREGON  
CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE

LICENSE NUMBER: 113217

This document certifies that:

OHNO CONSTRUCTION CO  
9416 MARTIN LUTHER KING JR WAY SOUTH  
SEATTLE WA 98118

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 1.

**License Details:**

EXPIRATION DATE: 11/27/2013  
ENTITY TYPE: Corporation  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: NONE  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: YOSHIO OHNO  
HOME INSPECTOR CERTIFIED: NO

STATE OF OREGON LANDSCAPE CONTRACTORS BOARD  
CERTIFICATE OF LICENSE

This certifies that the person named hereon  
is licensed as provided by law as a

**ACTIVE**

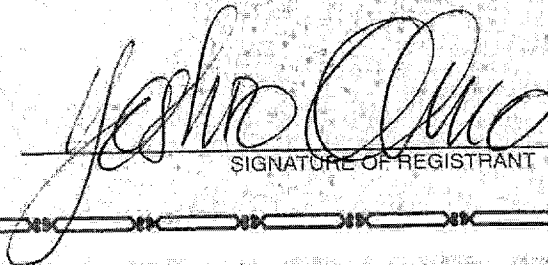
LANDSCAPE CONSTRUCTION PROFESSIONAL

All Phases  
Plus Backflow

License Number: 14277

Expires: 07/31/2012

YOSHIO A OHNO  
9416 MLK JR WAY S  
SEATTLE, WA 98118



SIGNATURE OF REGISTRANT

POCKET  
CARD

DETACH  
AND  
CARRY  
WITH  
YOU

STATE OF OREGON  
License as: LANDSCAPE CONSTRUCTION PROFESSIONAL  
License Phase: All Phases  
Plus Backflow  
YOSHIO A OHNO  
9416 MLK JR WAY S  
SEATTLE, WA 98118

License#: 14277  
Expires: 07/31/2012

LANDSCAPE CONTRACTORS BOARD

Bond: N/A  
Insurance: N/A  
Employer Status: N/A

FOLD

ACTIVE

**STATE OF OREGON**

**LANDSCAPE CONTRACTORS BOARD**  
CERTIFICATE OF LICENSE

This certifies that the person named hereon  
is licensed as provided by law as a

**ACTIVE**

LANDSCAPE CONTRACTING BUSINESS  
All Phases  
Plus Backflow

License Number: 7362  
Expires: 09/31/2012

OHNO CONSTRUCTION COMPANY  
9416 MLK JR WAY S  
SEATTLE, WA 98118

SIGNATURE OF REGISTRANT

STATE OF OREGON

License as: LANDSCAPE CONTRACTING BUSINESS

License Phase: All Phases  
Plus Backflow

OHNO CONSTRUCTION COMPANY

9416 MLK JR WAY S  
SEATTLE, WA 98118

**ACTIVE**

LANDSCAPE CONTRACTORS BOARD

Bond: \$10,000

Insurance: \$1,000,000

Employer Status: Non-Exempt

**OLD**

POCKET  
CARD  
DETACH  
AND  
CARRY  
WITH  
YOU

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



State of Washington

DEPARTMENT OF LABOR AND INDUSTRIES  
PO BOX 44450  
OLYMPIA WA 98504-4450

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
OLYMPIA WA  
PERMIT #312

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

OHNO CONSTRUCTION COMPANY  
9416 ML KING JR WAY SO  
SEATTLE WA 98118

RECEIVED  
MAR 28 2011

BY: \_\_\_\_\_

Detach And Display Certificate

DEPARTMENT OF LABOR AND INDUSTRIES

REGISTERED AS PROVIDED BY LAW AS  
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 OHNOCC*254BS	4/1/2013
EFFECTIVE DATE	1/10/1975

OHNO CONSTRUCTION COMPANY  
9416 ML KING JR WAY SO  
SEATTLE WA 98118

F625-052-000 (8/97)

Detach And Display Certificate

REGISTERED AS PROVIDED BY LAW AS  
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 OHNOCC*254BS	4/1/2013
EFFECTIVE DATE	1/10/1975

OHNO CONSTRUCTION COMPANY  
9416 ML KING JR WAY SO  
SEATTLE WA 98118

Please Remove  
And Sign  
Identification  
Card Before  
Placing In  
Billfold

Signature \_\_\_\_\_  
Issued by DEPARTMENT OF LABOR AND INDUSTRIES

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
 Department of Consumer and Regulatory Affairs  
 Business License Center  
 1100 4th Street, S.W.  
 Washington, D.C. 20024  
 \* Date Issued: 03/31/2010 11:24 AM  
 Business ID/BBL#: 55089XXX-70102171  
 Category: 600  
 License Period: 03/01/2010-02/29/2012

**BASIC BUSINESS LICENSE**

**Billing Name and Address**  
 SPORTS CONSTRUCTION MANAGEMENT INC  
 412 WILL SNIDER RD  
 LINWOOD, NC 27299

**Premise/Applicant's Name and Address**  
 INCORP SERVICES INC  
 1090 VERMONT AVE NW  
 WASHINGTON, DC 20005

**Registered Agent's Name and Address**

**Owner's Name:**  
 Corp. Name: **SPORTS CONSTRUCTION MANAGEMENT INC**  
 Trade Name:

Cofo# / HOP#:	Square:	Lot:	Suffix:	Zone:	Ward:	ANC:
Units:	Kitchens:	SQ FT:	Perm No.:	Tab First:	Tab Last:	VIN#

GENERAL BUSINESS  
 GENERAL BUSINESS

\* License Effective from the later of issued or Start of License-Period Date  
 ---THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES ---

*Linda K. Argo*  
 Linda K. Argo  
 Director

**ADDENDUM**

It is a violation of the DC regulation 73-22 Human Rights Law to discriminate for any reason other than individual merit, including but not limited to discrimination by reason of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, physical handicap, source of income, and place of residence or business. Failure or refusal to comply with the above shall be a proper basis for the revocation or suspension of this license.



# State of Maryland License

SPORTS CONSTRUCTION MANAGEMENT INC  
ATTN: MICHAEL JONES  
412 WILL SNIDER ROAD  
LYNWOOD NC 27299

SPORTS CONSTRUCTION MANAGEMENT INC  
412 WILL SNIDER ROAD  
LYNWOOD NC 27299

01411751  
01302777  
13964155

# 11

DATE OF ISSUE  
MO DAY YR  
07/05/2011

MONTHS PAID  
12

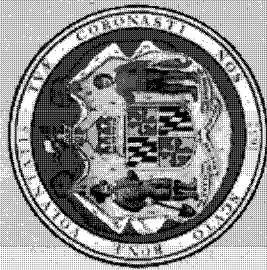
CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	050	OUT-OF-STATE CONTRACTOR	1	50.00

ISSUING FEES	AMOUNT PAID
TOTAL	58.00
	6.00

ISSUED BY  
DAWNE D. LINDSEY, CLERK OF CIRCUIT COURT  
30 WASHINGTON STREET  
CUMBERLAND, MARYLAND 21502 (301)777-5922

ELN

90 County



THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON **APRIL 30, 2012**



License Year

2012

License No.

68470

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Sports Construction Management, Inc.  
Linwood, NC

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited  
Classification: Unclassified

until

December 31, 2012

when this Certificate expires.  
Witness our hands and seal of the Board.

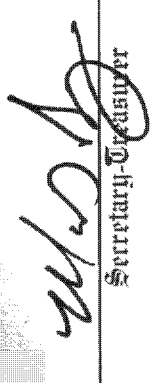
Dated, Raleigh, N.C.

January 1, 2012

This certificate may not be altered.



  
Chairman

  
Secretary-Treasurer

**South Carolina Labor, Licensing and Regulation  
Contractors' Licensing Board  
CERTIFICATE**

This certifies that: **SPORTS CONSTRUCTION MANAGEMENT INC**  
**412 WILL SNIDER RD**  
**LINWOOD NC 27299**

Has given satisfactory evidence of the necessary qualifications required by the laws of the State of South Carolina and is duly qualified and entitled to practice as a:

**GENERAL CONTRACTOR**

For the classification(s) and limitation(s) shown below as listed on the license card:

**BD5**

  
The Administrator

License Number: **G115705**  
Date of Issue: **08/23/2010**  
Expiration Date: **10/31/2012**  
First Issuance Date: **03/04/2010**

7340361

259912

# State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

SPORTS CONSTRUCTION MANAGEMENT, INC.

*This is to certify that all requirements of the State of Tennessee  
have been met.*

ID NUMBER: 00064083

LIC STATUS: ACTIVE

EXPIRATION DATE: 11/30/2012

BC-B; HRA; MU;

\$1,500,000.00



IN-1313

DEPARTMENT OF  
COMMERCE AND INSURANCE

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

9960 Mayland Dr., Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON

09-30-2013

NUMBER

2705 130103A

BOARD FOR CONTRACTORS  
CLASS A CONTRACTORS LICENSE  
SPORTS CONSTRUCTION MANAGEMENT INC

412 WILL SNIDER RD  
LINWOOD NC 27299

\*CLASSIFICATIONS\* BLD LSC RFC

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD)

COMMONWEALTH OF VIRGINIA

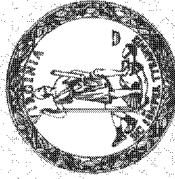
BOARD FOR CONTRACTORS - CLASS A

CONTRACTOR LICENSE - CLASSIFICATIONS: BLD  
LSC RFC

NUMBER: 2705 130103A EXPIRES: 09-30-2013

SPORTS CONSTRUCTION MANAGEMENT INC

412 WILL SNIDER RD

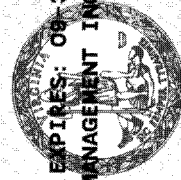


*Gordon N. Dixon*  
Gordon N. Dixon, Director

(DETACH HERE)

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
9960 Mayland Dr., Suite 400, Richmond, VA 23233

(Fold)



LINWOOD NC 27299 AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

## **TAB 4 – Evaluation Questionnaire**

### **Products/Pricing (40 Points)**

1. Are all products and services being proposed listed under TAB 5 on a corresponding electronic device?  Yes  No
2. Is there a price list for all available products and services on a corresponding electronic device?  Yes  No
3. Did you provide the warranty information that is offered by your company as per TAB 7?  Yes  No
4. Will customers be able to verify they received the contract price?  Yes  No

Please explain how they would verify the contract price.  
Please see behind section.

5. What payment methods do you accept?

A. Invoice

B. Check

### **Performance Capability (30 Points)**

1. Did you indicate which states you can deliver to under TAB 2, Question 1?  Yes  No

2. What is the capability of your company to respond to emergency orders?

Please explain what actions you would take.  
Please see behind this section.

3. Please provide your company's average fill rate over the last three fiscal years.

1) 100%

2) 100%

3) 100%

4. Please provide your company's average on time delivery rate over the last fiscal year. 96%

5. Does your company agree to the following statement on shipping 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.*"?  Yes  No

If not please explain.

6. What is your company's return and restocking policy? Are there any applicable fees?  
Please see behind this section.

Please provide a brief description and example.

7. What is your company's history of meeting shipping and delivery timelines?  
Please see behind this section.

8. Will your company be able to meet the one year warranty guarantee as stated on page 14 under pricing?  Yes  No

If not, please explain.

9. Did you explain your company's policy on customer service issues as per TAB 3, Question 15?  
 Yes  No
10. What is your company's current invoicing process?  
 Please see behind this section.
11. Did you indicate how your company will implement the contract as per TAB 3, Question 20, and is it appropriate?  
 Yes  No
12. Did you provide your Dun & Bradstreet number?  Yes  No
13. Did you provide information on your website and on-line ordering capacities as per TAB 3, Question 14?  
 Yes  No

**Qualification and Experience (20 points)**

1. What is your company's reputation in the marketplace?  
 Please see behind this section.
2. What is the reputation of your products and/or services in the marketplace?  
 Please see behind this section.
3. Does your company have past experience with TCPN and/or TCPN members?  
 If so, please list them and their contact information (Up to five).  
 No
4. Did you list your key employees and their qualifications as per TAB 3, Question 6?  
 Yes  No
5. Did you provide the locations and sales persons who will work on the contract as per TAB 3, Question 6 & 7?  
 Yes  No
6. What past experience does your company have working in the government sector?  
 Please see behind this section.
7. Did you provide information on working with cooperative purchasing programs as per Tab 3, Question 24?  
 Yes  No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per TAB 3, Question 16?  
 Yes  No
9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per TAB 6?  
 Yes  No

**Value Add (10 Points)**

1. Did you submit a marketing plan as per Tab 3, Question 17?  
 Yes  No
2. Did you provide a national sales training plan as per Tab 3, Question 21?  
 Yes  No



### ***Tab 4—Products/Pricing—Question 4***

Will customers be able to verify they received the contract price?

Yes

Please explain how they would verify the contract price.

When a customer requests a quote from us, we will produce a preset TCPN price list that lists all available products and services. This pricing will be in accordance with the agreed upon pricing set forth in this proposal and in accordance with published R.S. Means prices. The price list will also be on file with TCPN, and customers will be at liberty to verify prices with TCPN. AstroTurf will also be willing to put the pricing information on TCPN's website allowing the public to look up the pricing directly.

### ***Tab 4—Performance Capability—Question 2***

What is the capability of your company to respond to emergency orders?

Please explain what actions you would take.

When an emergency order comes in the AstroTurf team will take the required actions to make sure the order is dealt with accordingly. Since each field is made to a specific specification an emergency order would be bumped up to the top of the manufacturing list to meet the field's deadline. Daily adjustments will be made to accommodate the bump as to not affect other fields manufacturing schedules.

### ***Tab 4—Performance Capability—Question 6***

What is your company's return and restocking policy? Are there any applicable fees?

Please provide a brief description and example.

AstroTurf does not have a return policy. Each field is made to custom specifications and is tailored exactly to the parameters of its particular stadium. As such, AstroTurf would not be able to accept a returned field and use it at another location or project.

## ***Tab 4—Performance Capability—Question 7***

What is your company's history of meeting shipping and delivery timelines?

AstroTurf's history of meeting shipping and delivery timelines is consistently excellent. We maintain our reputation in this regard by closely tracking and forecasting projects throughout all phases of the sales pipeline, even before they get to the manufacturing level.

## ***Tab 4—Performance Capability—Question 10***

What is your company's current invoicing process?

All invoices are run through our accounting department under Robert Staten's supervision. The process for invoices is as follows: If the contract has a schedule of values, AstroTurf will invoice monthly, based on a defined period ending dates from the contract. The contract administrators will send our accounting department the percentages of completion on a G702/G703 form, which is a form designed by Architects for billing on large contracts. For material purchase orders the contract administrators would call accounting to discuss when the project will be shipped and accounting will send the invoice out. All invoices over \$10,000 are sent out via UPS signature requiring the remainder two originals go into US Mail.

## ***Tab 4—Qualification and Experience—Question 1***

What is your company's reputation in the marketplace?

The inventor of synthetic turf, reinvented yet again, AstroTurf® is one of the most iconic brands in American sports -- as legendary as the athletes who've battled on it. The brand that created the category is once again the leading innovator in synthetic turf. AstroTurf was the first company to manufacture turf and successfully market it to the public in the 1960s. Over the years AstroTurf has evolved and become extremely innovative, providing solutions for more applications and sport types. American-owned and operated, AstroTurf is the first synthetic turf brand with true vertical asset integration, ensuring that every inch of product meets and exceeds the highest standards of performance, quality and durability. With over 40 years of experience and 160,000,000 square feet of turf in use worldwide, AstroTurf brings more technological expertise and real world know-how to the game than any other brand. AstroTurf also applies its focus on innovation to its commitment to player safety. Proof of this is our recent \$2 million investment in the University of Tennessee's Center for Athletic Field Safety.



## ***Tab 4—Qualification and Experience—Question 2***

What is the reputation of your products and/or services in the marketplace?

Guided by the philosophy of “More Fiber, Less Fill™,” AstroTurf® is producing superior products that perform more like natural grass, and bringing new advances to market faster than the competition. Our corporate product philosophy has been validated by scientific, independent testing. In a Michigan State study funded by NFL Charities, the AstroTurf GameDay Grass 3D system with all-rubber infill had the lowest average torque of all synthetic turf systems tested, second only to natural grass. Researchers credited the fiber structure of the AstroTurf system, the only fiber structure containing a RootZone – a simulated thatch layer at the base of the system – with the low level of frictional resistance. Researchers also noted that the RootZone reduces the amount of infill required for a stable system and may reduce compaction of the infill layer.

AstroTurf products and services are driven by our focus on the customer’s needs. AstroTurf strives to clearly communicate with the customer to fulfill all needs and answer any questions along the way. A new field is a big investment, which AstroTurf understands. Our products are put through dozens of tests internally to guarantee that our product performs as it should. AstroTurf products benefit from proprietary innovations in manufacturing, extrusion, installation and recycling that are outpacing industry trends.

Our customers regard us trusted consultants, and the letters we have received from field owners testify to our leadership in the marketplace. (We have attached a few of these letters at the end of this Tab for your reference).

## ***Tab 4—Qualification and Experience—Question 6***

What past experience does your company have working in the government sector?

AstroTurf not only invented and commercialized artificial turf, it invented the methodology for taking this concept to the government market and successfully developed the industry from a sales and marketing standpoint. This work was begun under Monsanto and the tradition has been carried forward by key managers at the company who further refined the rather well-known “In Depth Sales Process” for artificial turf, dating back to the 1970s (Troy Squires, Jim Petrucelli). This sales process was the key to AstroTurf’s early success and domination of the market in the 80’s and 90’s and was later adopted by FieldTurf when it hired Troy Squires and Jim Petrucelli to manage North American sales for FieldTurf in 2004 (leading to its dominant position by 2008). Other key sales and marketing managers with the company have decades of collective experience and are fully familiar with all aspects of the sales process for turnkey all-weather turf for public institutions. Note the listing of these key individuals—most have

specialized in turf sales to educational buyers at various companies or with AstroTurf for many years and bring unmatched experience to TCPN. The majority have deep experience with cooperative sales—either through AEPA or US Communities, or both.

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 (in excess of \$37,000,000 to the public sector in 2011 alone). 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.

## **TAB 5 – PRODUCT / SERVICES**

It is the intention of TCPN to establish a contract with vendor(s) for Sport Surfaces, Installation and Related Materials. Awarded vendor(s) shall perform covered services under the terms of this RFP and the contract terms and conditions. Vendor(s) shall assist the end user TCPN member with making a determination of its individual needs, as stated below in the document.

The contractor at his expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that TCPN has been named as additional insured. If the member has higher insurance than those requirements may be added TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of Sport Surfaces, Installation and Related Materials. Contractors specializing in one or more of the athletic surfaces may clearly indicate and propose on those items only. In addition, TCPN also requests any value add commodity or service that could be provided under this contract. TCPN members are seeking contractors who possess licenses in their states, where required to provide and perform the work as outlined in the following categories.

1. Athletic Facility Seating
2. Athletic and Multi-Purpose Flooring
3. Athletic Tracks, Fields and Courts
4. Athletic and Recreational Field Surfaces
5. Repairs, Alterations and Maintenance - Athletic related construction projects involving the maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite, including but not limited to golf courses and athletic lights. Please provide any items not covered in this solicitation in this section and provide pricing along with scope of work and terms and conditions. TCPN reserves the right to accept or reject any items included in this section.

This may include various indoor/outdoor flooring products, sports surfaces products, gymnasium and stage floor refinishing, concrete polishing, grinding & staining used by various member entities of the purchasing cooperative. Because the various member entities require different equipment and supplies, this proposal is a request for the discount off of catalog or price list along with a coefficient for any project that is not just a commodity purchase, but has construction included in the project. Proposers are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities and school districts. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business. Proposers must provide a coefficient to use with the RS Means construction cost data book (right hand column which includes overhead and profit times the city cost index). The overhead should include the administrative fee and should not be broken out as a separate line item in the proposal.

Responses can be made for any or all services and products described herein. Under the terms of this solicitation, individual contracts will be established with each of the TCPN member agencies. The terms and conditions listed below apply to all categories and lots within the athletic facility grouping. Each category and lot contains additional terms, conditions and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.

## Categories

### **Category 1 - Athletic Facility Seating**

Athletic directors and facility managers of educational institutions throughout the TCPN member states are in an ongoing situation where they must assess their athletic seating facilities to ensure that they are in good working order and are a safe environment for their students and spectators. Likewise, as these facilities age and become unsafe, they must repair, renovate or replace those seating systems due to the danger to the spectators and the unnecessary risks that may exist. To assist its members in dealing and resolving these potential problems, TCPN is seeking vendor(s) who possess the knowledge, background, experience and capabilities to assess, design, manufacture, obtain, deliver and install athletic seating systems found within educational institutions.

#### **Categorical Definitions**

AA	– Aluminum Association
ADA	– American Disability Act
AISC	– American Institute of Steel Construction
AISI	– American Iron and Steel Institute
AISI	– American Iron and Steel Institute
ANSI	– American National Standards Institute
ISO 9000/9001	– International Standards Organization Quality Standards
OSHA	– Occupational Safety Hazard Administration
SPIB	– Southern Pine Inspection Bureau
UL	– Underwriters Laboratories, Inc.

#### **General**

1. The offeror must be willing and able to demonstrate its knowledge, understanding and experience in providing and working with athletic seating drawings, specifications and general provisions of designing, installing, renovating, inspecting and repairing seating systems which may be covered within the categorical scope of work.
2. The offeror must provide all labor, materials and equipment required to design services, complete site inspections, perform services and installs the proposed seating system. These services may be provided by the offeror's own crews and staff or by subcontractors contracted and supervised by the offeror.
3. The offeror is responsible for ensuring that all work is performed by licensed and factory trained technicians.
4. The offeror must be willing and able to demonstrate that they either possess or have the capability to develop knowledge and understanding of all federal, state and local government codes, regulations and requirements for the states where work is to be provided.

Item 1 Telescopic Gym Seats

Item 2 Permanent Grandstands and Portable Bleachers

Item 3 Installation, Renovation and Repair of Athletic Seating

#### **Categorical Responses**

1. Offerors must, through written narrative, clearly identify the type, kind, level of products and services they are proposing to provide TCPN members under the various lot(s) of this category. For each lot this shall include:
  - a. The manufacturer's name.
  - b. The various levels of products offered from each.
  - c. Services offered and provided by each manufacturer.
  - d. The products and services to be offered by subcontractors.

2. Offers must through written documentation, demonstrate their ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:
  - a. List five (5) previous projects relating to this lot.
  - b. The general scope of work for each project.
  - c. The manufacturer's product used for each project listed.
  - d. The total cost of each project.
  - e. The institution's name, address, phone number, contact person's name and title for each project.
  - f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.
3. Provide a brief narrative of three (3) projects that you have done for educational institutions, which through your evaluation of existing conditions and your input into the design, development and installation of the final solution, resulted in a high quality, cost efficient and better facility. For each project provide a brief narrative why you feel your input was most advantages to the final outcome.
4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.

### **Categorical Cost Considerations**

1. The offeror must provide a complete listing of all products and services that they are proposing to offer under this category. All prices submitted must be broken out into supplies, materials, reimbursable and labor as separate line items, unless the item/service being priced is a per unit cost which includes labor, equipment and materials.
2. Offeror must base material and equipment prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, one of the established methods described herein for pricing such items must be utilized, that is, RS Means, custom items or sole source.
3. For labor costs, not covered by other methods, offerors must provide hourly rates. It is recommended that the offeror establish a base labor rate for each labor category and then specify a multiplier to obtain the rate for each state.
4. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this solicitation, the response documents must indicate the TCPN discount off the price sheet, catalog, etc.
5. When providing equipment costs, indicate an hourly, daily and weekly rate.
6. All pricing information must be placed in the offeror's response.

### **Category 2 - Athletic/Multipurpose Facilities Floor Installation, Maintenance, and Refinishing Products and Services**

Educational institutions within their athletic, recreational and multi-purpose facilities have a variety of needs and demands when it comes to the flooring systems. Because of the diverse and varied flooring systems in existence that need to be maintained, refinished and renovated, TCPN is seeking vendor(s) to provide all types and kinds of athletic and multi-purpose flooring systems and the necessary labor. Also included are equipment, materials, supplies and accessories needed to install, refinish, repair and maintain such flooring systems. These products and services may include as little as providing the products and materials with the

TCPN Member's Agency performing the work themselves, to the vendor providing a turnkey solution, to anything in between. Likewise, the flooring systems may include, but are not limited to hardwood playing surfaces to synthetic multipurpose flooring surfaces installed over or existing on concrete or wood sub-flooring systems.

### **Categorical Definitions**

ANSI	– American National Standards Institute
ISO	– 9000/9001 International Standards Organization Quality Standards
MFMA	– Maple Flooring Manufacturer's Association
OHSA	– Occupational Safety and Health Administration
UL	– Underwriters Laboratories, Inc.

### **Categorical Terms and Conditions**

1. The offeror must be willing and able to demonstrate its knowledge, understanding and experience with providing and working with athletic systems drawings, specifications and general provisions of proposing, installing, renovating, inspecting and repairing new and existing athletic flooring systems which may be covered within the categorical scope of work.
2. The offeror must be willing, able and have the ability and capacity to provide all labor, materials and equipment required to provide design services, site inspections and preparation services and installation of the proposed athletic flooring products. These services may be provided by the offeror's own crews and staff or by subcontractors contracted and supervised by the offeror. It should be noted that the level of the offeror's involvement will depend on the individual project's requirements.
3. The offeror is responsible for ensuring that all work is performed by licensed and factory trained technicians/labors.
4. The offeror must be willing and able to demonstrate that it either possesses or has the capability to develop knowledge and understanding of all federal, state and local government codes, regulations and requirements which may exist in the states in which work is to be provided.

### **Item 1 Wood Flooring Systems**

Manufacture, obtain, deliver and install hardwood floor systems comprised of concrete and/or plywood sub-floors and Northern Hard Maple flooring in accordance with all applicable federal and state codes and industry standards. Obtain and provide the necessary labor, equipment, materials, supplies and accessories to refinish, renovate and repair existing hardwood flooring systems to a structural and functional condition in accordance with industry standards. The following specifications and related information is intended to provide the offeror with a general overview of what TCPN members are seeking in this solicitation and deviations may be accepted and approved depending upon the circumstance.

1. Work to include:
  - a. Assessing and determining existing site conditions and owners expectations for the flooring system to be provided.
  - b. Developing a proposed solution to conform to and meet the owner's expectations.
  - c. Providing only products that are factory certified by a nationally recognized manufacturer and installed by locally licensed, factory certified installers.
  - d. Providing consulting, refinishing and maintenance services for the various wood flooring systems that exist within educational institutions.
  - e. Providing after the sale ongoing inspection and maintenance services to ensure proper floor maintenance and upkeep.

2. Project Submittals
  - a. Project Description – Provide a description of all site preparation, materials and supplies to be furnished even if provided by others.
  - b. Samples of material and color charts for striping for the architect and member to develop the color scheme.
  - c. Maintenance Instructions – Instructions on how to inspect and maintain the floor on an ongoing basis.
  - d. Warranty – Written warranty to the member upon completion.
  - e. Cost Proposal – Detail break down of all costs associated with the design of, manufacturing of, delivery of, installation of and warranty of the proposed flooring system.
  
3. System Description
  - a. Materials
    - 1) Flooring
    - 2) Flooring shall be x 2 1/4”.
    - 3) Grade shall be 2nd and better
  - b. Sub-Floor/Base
    - 1) Vapor barrier shall be 6-mil polyethylene.
    - 2) 3/8” resilient foam pad.
    - 3) Panels shall be 2 layers 1/2” x 4’ x 8’ CDX plywood.
    - 4) Tack nails shall be 1” cleats or 1” 13-gauge staples.
    - 5) Flooring nails shall be 2” cleats or 2” staples.
    - 6) Wall base shall be 4” x 3” vented cove base with pre molded corners.
  - c. Finish
    - 1) World Class Seal and Finish manufactured by National Coatings.
    - 2) Pacific Sport Seal and Finish manufactured by BonaKemi, USA.
    - 3) Quality Assurance New Flooring Projects
      - a. All system component parts must be supplied by one sub-contractor.
      - b. The installer must be approved by the architect and/or the owner and shall have completed work of this type, to include a minimum of four (4) years experience in the field.
      - c. Flooring materials must be allowed to acclimate to building conditions on the job-site in a dry, well-ventilated area, not in contact with masonry, and shall be installed at moisture content not to exceed 8%.
  
- 4) Quality Assurance Renovation, Refinishing and Repair Project
  - a. Inspections – Inspect existing floor area including the concrete slab and sub-flooring to determine current conditions and to determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes. Inspect for proper tolerance and dryness and report any discrepancies to the member.
  - b. The inspection report shall include all unsatisfactory conditions, along with the industry and/or manufacturer’s standards, which were utilized to establish the conditions.
  - c. Installation of replacement flooring system
    - 1) Install with one layer of 6 mil polyethylene film over the entire surface of the concrete floor. Install two layers of 1/2” plywood, the first layer of plywood parallel to the long dimension of the room. Install the second layer of 1/2” plywood over the first layer. Allow 1/4” spacing on all sides of the plywood panels. Sub-flooring shall be securely nailed 12” O.C. with 1” cleats or staples.
    - 2) Machine nail finish flooring at parallel to the long dimension of the room into the sub-flooring. End joints must be properly driven up and proper spacing provided for the humidity conditions of the areas as recommended by the flooring manufacturer. Provide 2” expansion voids at the perimeter and at all vertical obstructions. Install

vent cove base over perimeter voids. All installation shall be as per the manufacturer's recommendations and MFMA standards.

3) Metal threshold at doorways to be in compliance with industry standards.

5) Working Conditions New Flooring Projects

a. The wood flooring shall not be installed until all masonry plastering, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in wood floor area. The building must be reasonably dry; all openings must be closed in; permanent heating and air conditioning installed and working.

b. The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the flooring system. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain within the range of 35%-50%.

c. Floor Sanding

1) Use coarse, medium and fine grade sandpaper.

2) After sanding with drum sander, buff entire floor using 100 grit sandpaper, with a heavy-duty buffing machine.

3) Vacuum or tack floor before first coat of seal.

4) Floor shall present a smooth surface without drum stop marks, gouges, streaks or shiners.

5) Working Conditions for Flooring Renovation, Refinishing and Repair Projects

a. General conditions which will apply when applicable.

1) Replacement flooring shall not be installed until all other masonry removal of damaged flooring and the repair of any sub-floor conditions that exist. The building must be reasonably dry; heating, air conditioning and ventilation systems must be working and the area closed to the public.

2) Remove damaged or worn wood, as needed.

3) Dispose of old wood in accordance with state and local laws. (Do not dispose of wood until the member examines it.)

4) Examine moisture barrier. If damaged or worn, replace with 6-mil polyethylene membrane.

5) The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the new flooring sections. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain within the range of 35%-50%.

6) Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer's instructions.

7) Final sanding shall be with 100 or 120 grit sandpaper.

8) Screen with a 120-grit disc to eliminate chatter, stop marks and sanding patterns.

9) Tack the floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.

10) Base molding shall be pre-molded vent cove without corners and attached to the wall with adhesive and/or screws.



- b. Repair and renovation of anchored resilient channel floor system
  - 1) Materials to use, as needed depending on the flooring system, includes: new 6 mil polyethylene moisture membrane; 1 3/8" x 2 5/8" x 8' factory assembled steel encased, Woodlife F treated sleeper; 1 1/2" x 2 1/2" x 48" factory assembled Woodlife treated sleeper; 3/4" x 4' x 8' CD-exterior grade fir or southern pine, 4 or more ply plywood; 15/32" x 4' x 8' rated sheathing, exposure 1, southern yellow pine, 4 or more ply, plywood; fasteners for flooring, 1 3/4" pr 2" barbed cleats or staples, 1 1/2" to 1 5/8" sub-flooring nails or staples, channel anchors, and 1 1/4" pneumatic or power actuated concrete anchors; second or better grade, cross-profiled, tongue and groove (T&G), end matched (EM), kiln dried (KD), Northern hard MFMA maple flooring, 25/32" thick x 2 1/4" wide. All flooring will be manufactured and graded in accordance with the MFMA standards.
- c. Repair and renovation or continuous strip DIN standard floor system
  - 1) Materials to use, as needed: 7 /16" EPDM rubber isolator pads of vertically. Noncoextensive design; 1/2" or 15/32" plywood, 4 ply fir or southern pine; elastomeric adhesive; 5/16" x 7/8" or 1/16" x 7/8" x 9" maple flooring.
  - 2) Install two layers of 1/2" plywood. First layer shall be installed parallel to the long dimension of the area.
  - 3) Apply ribbons of PL400 adhesive in a box-X pattern. Install second layer of plywood at 45 degrees to the first layer and secure with 1" staples every 12" on center, both directions. Staggers joints 1/4" a part.
  - 4) Trowel elastomeric adhesive at one gallon for every 50 square feet.
  - 5) Install MFMA maple flooring in adhesive, laying in continuous trip pattern end to end.
- d. Repair and renovation of floors with padded sleeper
  - 1) Materials, as needed, depending on the floor: 1 1/2" x 1 1/2" factory assembled Woodlife treated sleeper with pad attached 12" on center; 12/32" x 4' x 8' southern yellow pine, exposure 1 rated sheathing; 15/32" x 1 1/2" or 33/32" x 2 1/4" or 1 1/2" width first, second or third grade, T&G and EM, Northern hard MFMA maple KD.
  - 2) Install plywood diagonally over sleepers. Space all sides 1/4" and secure with nails or staples to sleepers.
  - 3) Repair and restoration of a padded plywood gymnasium floor
    - a) Materials needed, depending on conditions of floor: resilient pads, either 3/8" x 2 1/4", second and better grade, T&G and EM, KD Northern hard MFMA maple
    - b) Install 2 layers of 1/2" plywood. First layer shall be installed parallel to the long dimension of the area.
    - c) Apply ribbons of PL400 adhesive in a box-X pattern. Install second layer of plywood at 45 degrees to the first layer and secure with 1" staples every 12" on center, both directions. Staggers joints 1/4" a part.
    - d) Trowel elastomeric adhesive at one gallon for every 50 square feet.
    - e) Install MFMA maple flooring in adhesive, laying in continuous trip pattern end to end.
    - f) Repair and restoration, and/or refinishing of stage floor
      - 1) Repairs must match wood and construction in the original stage.
      - 2) Prior to refinishing, floor shall be scrubbed, stripped, or sanded, as requested or required by the member.
      - 3) Thoroughly rinse scrubbed or stripped floor.
      - 4) Allow floor to dry in accordance with product manufacturer's instructions.
      - 5) Abrade floor as required by product manufacturer's instructions.

- 6) Tack floor in accordance with product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
- 7) On scrubbed floors, apply patch coat of finish, if required in heavily worn areas. Allow patch coats to dry, abrade and tack, in accordance with product manufacturer's instructions.
- 8) On scrubbed floors, apply coat of finish to floor in accordance with product manufacturer's instructions. Apply additional coat of finish, if requested by the member.
- 9) On stripped or sanded floors, apply a coat penetrating sealer. Use penetrating stain, if required by the member.
- 10) Allow sealer or stain to dry in accordance with product manufacturer's instructions.
- 11) Prepare floor in second coat of penetrating sealer or stain, or a coat of finish, in accordance with product manufacturer's instructions.
- 12) Ensure there is no draft and that floor remains free of dust, dirt and debris during product application and drying.
- 13) Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
- 14) After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.

6) Floor Finishing New Floors

- a. Apply seal coat in accordance with MFMA and product manufacturer's instructions. The manufacturer's minimum coverage instructions shall be followed.
- b. Allow seal coat to dry in accordance with manufacturer's instructions.
- c. Apply second coat of seal as specified by the product manufacturer.
- d. Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying a second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
- e. Striping and/or game lines must be accurately applied after the first seal coat, after buffing and vacuuming. Lay out in accordance with drawings. Offerors must confirm and will be held responsible for ensuring that any/all game lines use current rules of associations having jurisdiction. Lines shall be straight with sharp edges using colors and patterns approved by the owner. Use proper floor lining paint that is compatible with the seal and finish coating products. floor finish.
- f. Unless otherwise specified in the work order, standard game lines shall include 1 main and 2 practice basketball courts, 1 main and 2 practice volleyball courts.
- g. Allow seal coat and/or game lines to dry in accordance with product manufacturer's instructions.
- h. Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
- i. Apply two or three coats of finish in accordance with MFMA and product manufacturer's instructions. In accordance with MFMA and product manufacturer's instructions, allow proper drying time and follow proper abrading procedures between coats.
- j. Ensure there is no draft and that the floor remains free of dust, dirt, and debris during product application and drying.

- k. Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
- l. After finishing the floor, ensure that it is closed to traffic and activities in accordance with product manufacturer's instructions.

7). Floor Finishing Renovation Projects

- a. The offeror will consult with the member to determine if the floor is to be sealed and finished with solvent-based or water-based products.
  - b. Seal and finish products must be approved by the Maple Floor Manufacturers Association (MFMA). Publication on the MFMA Floor Sealer and Finish List shall serve as evidence of approval.
  - c. Only compatible seal, finish and paint products will be used.
  - d. Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer's instructions.
  - e. Final sanding shall be with 100 or 120 grit sandpaper.
    - 1) Screen with a 120-grit disc. To eliminate chatter, stop marks, and sanding patterns.
    - 2) Tack the floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
  - f. Periodic scrubbing and recoating
    - 1) Only MFMA products that are compatible with existing seal and finish will be used for periodic recoating.
    - 2) Scrub floor in accordance with MFMA and product manufacturer's instructions. Remove all gum, tape, rubber marks, scuffs, and other debris. Thoroughly rinse the floor.
    - 3) Allow floor to dry and touch up game lines in accordance with MFMA and product manufacturer's instructions.
    - 4) Abrade floor as required by product manufacturer's instructions.
    - 5) Tack floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
    - 6) Apply patch coat of finish, of required in heavily worn areas such as keys. Allow patch coat to dry, abrade and tack the floor, all in accordance with MFMA and product manufacturer's instructions.
    - 7) Apply coat of finish to floor in accordance with MFMA and product manufacturer's instructions. Apply additional coat of finish, if requested by the member.
    - 8) Ensure there is no draft and that floor remains free of dust, dirt, and debris during product application and drying.
    - 9) Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
    - 10) After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.
8. Clean Up – All unused materials and debris are to be removed from premises.

9. Warranty

- a. Installer shall warrant the installations jointly with the flooring manufacturer for a period of one (1) year from the date of substantial completion against defects arising due to faulty materials or workmanship.
- b. This warranty does not cover damage caused by fire, winds, floods, chemicals, or owner's negligent or reasonable precaution to provide adequate ventilation during hot and humid weather. Furthermore, this warranty does not cover damage to floors caused by ordinary wear and tear, faulty construction of building, failure of other contractors to adhere to specification, separation of concrete slab, settlement of walls, or use of water on the floor.

## Item 2 Multi-Purpose Synthetic/Rubber Flooring Systems

Manufacture, obtain, deliver and install synthetic/rubber floor systems over concrete and/or plywood sub-floors in accordance with all applicable federal and state codes and industry standards. To obtain and provide the necessary labor, equipment, materials, supplies and accessories to refinish, renovate and repair existing synthetic flooring systems to a functional and operational conditions in accordance with the manufacturer's and industry standards. The following specifications and related information is intended to provide the offeror with a general overview of what TCPN members are looking for.

### 1. Work to include:

- a. Assessing and determining existing site conditions and member's expectations for the flooring system to be provided.
- b. Developing a proposed solution to conform to and meet the member's expectations while considering and ensuring the following:
  - 1) Providing only products that are factory certified by a national recognized manufacturer and are installed by locally licensed, factory certified installers.
  - 2) Providing consulting, refinishing, maintenance services for the various synthetic/rubber flooring systems that exist within educational institutions.
  - 3) Providing after-the-sale ongoing inspection and maintenance services to ensure proper floor maintenance and upkeep.

### 2. Project Submittals

- a. Project Description – Provide a description of all site preparation, materials and supplies to be furnished even if provided by others.
- b. Samples – Provide samples of materials and color finishes available to the architect and/or member to determine the type of flooring texture and color schemes to be utilized.
- c. Maintenance Instructions – Instructions on how to inspect and maintain flooring system on an ongoing basis.
- d. Warranty – Copy of written warranty to be given to the member upon completion.
- e. Cost Proposal – Detail breakdown of all costs associated with the design of, manufacturing of, delivery of, installation of and warranty of the proposed solution.

### 3. System Design New Flooring System

- a. The flooring systems proposed shall be specifically created for and possess the characteristics required of both competition and recreational floors found in gymnasiums, physical education, weight, training, locker and other multipurpose facilities. Characteristics may include but are not limited to co-efficient of friction wet and/or dry, vertical and horizontal shock absorption, durability, scuff resistant and easy to maintain.
- b. The flooring systems proposed shall be able to be installed over concrete, asphalt, wood or vinyl with no need to remove the existing flooring if in acceptable condition.
- c. The flooring shall be installed without nails, toxic adhesives.
- d. Flooring shall be warranted by the manufacturer for any defect in materials and workmanship for a period of at least 10 years from the date of purchase.
- e. Materials
  - 1) Gymnasium, Aerobics
    - a) Prefabricated rubber sport flooring to be equal to or better than Vulcanized Advance 6 to 12mm (1/4" to 7/16") depending on application, with smooth mat finish, available in standard colors, as manufactured by Mondo America Inc.
    - b) Prefabricated rubber sport flooring to be sheet goods, calendared and vulcanized with a base of natural and synthetic rubber, stabilizing agents and pigmentation. The material is to be provided in 6' (1.83m.) widths and lengths of ±20' to ±40' (±6 to ±12 m.).
    - c) Prefabricated rubber sport flooring to be manufactured in three layers, which are vulcanized together. The shore hardness of the lower layer is to be less than the

upper layer, shore hardness of the respected layers to be recommended by the manufacturer and provided in standard colors.

## 2) Weight and Training Rooms

- a) Prefabricated rubber sport flooring, 10mm (3/8) thickness, dual durometer vulcanized and calendared equal to or better than Sport Impact, Ramflex, or Speckleflex. Sport Impact is best, then Ramflex, then Speckleflex manufactured by Mondo America Inc.
- b) Prefabricated rubber sport flooring to be sheet goods, calendared and vulcanized with a base of natural and synthetic rubber, stabilizing agents, pigmentation with smooth textured pattern. The material to be provided in 47" (1.19m.) widths and lengths of  $\pm 20'$  to  $\pm 40'$  ( $\pm 6$  to  $\pm 12$  m.). Also available in 45" x 45" tiles (1.14m x 1.14m).
- c) Prefabricated rubber sport flooring to be manufactured in two layers, which are vulcanized together. The shore hardness of the lower layer to be less than the upper layer, shore hardness of the respected layers to be recommended by the manufacturer. Field laminated dual durometer are unacceptable.
- d) Products offered must possess the properties of never crumbling or breaking down or taking on orders under normal conditions found in weight/training rooms, impervious to moisture and naturally antibacterial.

## 3) Tennis

- a) Prefabricated rubber sport flooring to be 6mm (1/4"), 8mm (5/16"), 10mm (3/8") or 12mm (1/2") thickness, with a non-slip, non-reflecting, highly spike resistant top surface, available in standards colors to be at least equal to Sportflex M manufactured by Mondo America Inc.
- b) Prefabricated rubber surface to be sheet goods, calendared and vulcanized with a particular closed cell structure, based on special isoprenic rubbers, mineral fillers, vulcanizing and stabilizing agents and color pigments, highly resistant to UV rays and atmospheric agents, with system of differentiated elasticity between top surface and base, supplied in rolls of suitable size and thickness.
- c) Prefabricated rubber sport surface to be manufactured in two layers, which are vulcanized together. The shore hardness of the lower layer to be less than the upper layer, shore hardness of the respected layers to be recommended by the manufacturer and within the limits hereinafter specified. Field laminated triple durometer is unacceptable.

## 4. Quality Assurance

- a. The manufacturer to be a firm experienced in the manufacturing of prefabricated rubber sport flooring for a period of at least three (3) years.
- b. Installer must be licensed in the State where the installation is to be made and be certified and approved by the rubber sports flooring manufacturer of the materials being installed.
- c. Installer must have successfully completed projects during the last three (3) years.
- d. All system component parts must be supplied by a single source.

## 5. Working Conditions

### a. Substrate

- 1) Substrate may be concrete, bituminous or wood.
- 2) Remove from substrate any ridges and bumps. Fill low spots, cracks, joints, holes and other defects with patching compound.
- 3) Patching compound to be supplied or approved/recommended by rubber sport flooring manufacturer.
- 4) Clean substrate and apply and float filler to leave smooth, flat, hard surface. Prohibit traffic until filler is cured.

- 5) Ensure that substrates are dry and exhibit neutral alkalinity. Moisture (calcium chloride) tests are recommended on various areas of the substrate.
- 6) Sub-floor is to be prepared as per manufacturer's recommendations.

b. Site Conditions

- 1) Maintain a stable room and sub-floor temperature, minimum 65°F (18°C), for a period of 48 hours prior to, during and 48 hours after installation of the flooring system.
- 2) Rubber sport flooring should not be installed before the concrete or asphalt subfloor has cured for a minimum of 30 days if new facility.
  - a) Moisture vapor emissions content of the concrete slab must not exceed 3 lbs./1,000 sq. ft./24 hours when using the calcium chloride test as per ASTM F1869-98.
  - b) Installation in a new facility of the rubber sport flooring shall only commence once all work related to other craftsmen and trades have been completed.
- c) Installation
  - i) Install sport flooring in accordance with manufacturer's printed instructions.
  - ii) Deliver and store the material in the original packaging with the labels intact in a controlled environment of a minimum temperature of 55°F (13°C) and under 50% relative humidity.
  - iii) Sport flooring to be unrolled and allowed to relax.
  - iv) Cut and adjust sport flooring prior to adhesion.
  - v) Rubber sport flooring adhesive to be two part polyurethane adhesive suitable for adherence of a sheet good to asphalt, concrete or urethane substrate. Adhesive to be supplied or approved/recommended by rubber sport flooring manufacturer.
  - vi) Mix adhesive in accordance with manufacturer's instructions.
  - vii) Hold all seams in place with suitable weights for a minimum of 12 hours.
  - viii) Lines to be painted as per manufacturer's recommendations.
  - ix) Surface to be protected before, during and after installation until project's acceptance by the owner or his agent.

6. Maintenance Materials

- a. Provide the member with three (3) copies of the maintenance instructions.
- b. Provide the member with additional amounts of flooring, representing 2% of the total surface of each types and colors ordered.
- c. Maintenance materials must be from the same dye lot.

7. Warranty

- a. Offeror must be willing and able to warrant the preparation of the substrate and installation of the proposed flooring system for a minimum period of one (1) year.
- b. A manufacturer's written warranty must be provided to the member upon completion of the project accepting the work that has been completed and including all terms, conditions and stipulations relating to the products being provided.

8. Renovation, Refinishing and Repair Existing Synthetic Flooring Systems

- a. The offeror will provide TCPN members with high quality and industry standard products, materials, equipment and labor for maintaining and repairing various types of athletic and/or multi-purpose flooring systems utilized within educational institutions.
- b. The maintenance and repair products offered must be compatible with and approved by the existing floor system manufacturer.
- c. The offeror must be willing and able to allow the TCPN member to determine the level of responsibility for performing the labor involved with refinishing and repairing an existing flooring system with their own staff. The offeror will provide as little as, or as

much as, or a combination of floor maintenance and refinishing goods and services as requested.

- d. The offeror must be willing and able to provide consulting and/or training services for member's staff on the how to utilize various products, materials and equipment to maintain and refinish various types of athletic and multi-purpose floors.
  - e. The offeror will ensure that all training and assistance provided to TCPN member's personnel in the operation of and/or application of maintenance and refinishing products and equipment is in accordance with OSHA, EPA, industry and manufacturer's guidelines and standards.
  - f. At the request of the member, the offeror will provide a total and complete solution to renovate and/or repair existing athletic or multi-purpose floors.
  - g. Service Provider
    - 1) The service provider will be factory certified and have performed the proposed services for not less than three (3) years and must have a current local license in the state in which the installation is made.
    - 2) Products and materials utilized must be manufacture approved for the system being maintenance and/or repaired
    - 3) Products and services offered under this lot must meet or exceed and comply with all federal, state, or industry standards.
9. Quality Assurance Maintenance, Renovation and Repair
- 1) Inspections – Inspect existing floor area including the substrate, determine current conditions and determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes. Inspect for unusual flooring conditions or defects and report them to the member.
  - 2) The inspection report shall include any/all unsatisfactory conditions, along with the industry and/or manufacture's standards, which were utilized to establish the conditions.
10. Renovation, Maintenance and Repair Work
- 1) All work must be in accordance with manufacturer's specifications and must comply with governmental and industry standards.
  - 2) Site and work conditions must meet or exceed the manufacturer's recommendations and industry standards.

### **Category 3 - Athletic Tracks, Fields, and Courts**

Within the TCPN member states there are athletic and recreational outdoor facilities that serve a variety of purposes, such as collegiate and high school athletic events to community recreational activities for all levels of individuals. These facilities may include but are not limited to: football and soccer fields, track and field areas, baseball and softball fields, tennis courts, jogging tracks, skate parks, etc. The members of these facilities are continuing to maintain, repair and renovate these facilities in order to keep them in a safe and good condition for the students and communities they serve. TCPN is seeking vendor(s) who possess the knowledge, background, and experience along with a good track record in constructing, maintaining, repairing and renovating these types of facilities.

### **Categorical Definitions**

AAU	– Amateur Athletic Union
ANSI	– American National Standards Institute
EPA	– Environmental Protection Agency
ISO	– 9000/9001 International Standards Organization Quality Standards
NCAA	– National Collegiate Athletic Association

NFSHSA	– National Federation of State High School Associations
NTBA	– National Track Builder’s Association
OSHA	– Occupational Safety and Health Administration
TCBA	– Tennis Court Builder’s Association
UL	– Underwriters Laboratories, Inc.

## **Categorical Terms and Conditions**

### **1. General**

- a. The offeror must be willing and able to demonstrate its’ knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of athletic field design, construction and related trades and utilities work which may be part of any athletic facility project.
- b. The offeror must be willing, able and have the ability and capacity to provide all labor, materials and equipment required to provide design services, site inspection and preparation services and track and field construction. These services may be provided by the offeror’s own crews and staff or by subcontractors contracted and supervised by the offeror. It should be noted that the level of the offeror’s involvement will depend on the member’s requirements.
- c. The offeror is responsible for ensuring that the design and construction of the site preparation, public utilities, track/field sub-base-works, drainage systems and asphalt base-works, track/field surfaces are in accordance and comply with /NCAA/NFHSA requirements.
- d. The offeror must possess a knowledge and understanding of all federal, state and local government codes, regulations and requirements.
- e. If the offeror is only providing the track and/or field surface, the offeror must provide the member with construction guidelines, requirements and recommendations for the site preparation, sub-base and asphalt pavement.
- f. If any part of the design or construction work is to be performed by the member, member’s architect and/or a third party not associated with the offeror, the offeror, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If work is not acceptable, the offeror must notify the member immediately in writing stating what is not acceptable and on what this determination was made.
- g. Documentation signed by an authorized representative of the manufacturer will be provided to the member stating that the track and field surfacing has no measurable traces of heavy metals, leachable mercury or any other hazardous materials identified by the EPA. For comparison testing prior to installation and randomly during installation, an 8” x 10” sample of the material must be furnished to the member’s independent laboratory. This sample must be provided prior to installation.
- h. An additional 8” x 10” product sample, the same color, texture, thickness, etc. as the type of surfacing to be installed for this project shall be provided to the member. This must be a representative sample of the product for comparison of color and texture during installation. This sample must be submitted and approved by the member prior to installation.
- i. Upon completion of any line markings, the offer or shall obtain written acceptance and approval of the markings by the owner’s designated representative as being complete and meeting their requirements. This document shall state that the track and/or field markings and layout meets and complies with the governing bodies (NCAA/NFHSA) requirements for any athletic event stated in the owner’s scope of work for the individual project.

### **2. Quality Assurance**

- a. Offeror must demonstrate through documentation that it has completed at least 10 track and field facilities that were completed and accepted by the owner as meeting and complying with the governing bodies’ (NCAA/NFHS) requirements and rules governing their level of athletic of competition. The products offered shall meet or exceed the National Track



- Builders Association's (NTBA) guidelines and all requirements of the NTBA performance specification for synthetic surfaced athletics tracks and fields.
- b. The offeror will only utilize factory certified and/or licensed tradesman to perform all work performed under this solicitation.
  - c. The offeror shall make its' own site visit to fully acquaint themselves with the construction site, existing facilities and utilities and shall fully understand the difficulties and restrictions attending the execution of the work under this solicitation. All offerors shall advise the member in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to do the individual project.
  - d. All material shall be guaranteed to the extent that the surfacing:
    - 1) Has been manufactured and applied in accordance with these and the manufacturer's specifications.
    - 2) Will hold fast and/or adhere to the asphalt, concrete, edging, filler and patches or overlay materials.
    - 3) Will perform as specified in these specifications and the specifications of the product manufacturer in the current standard product information literature and specification sheets.
    - 4) Is ultra-violet resistant and will not de-laminate, bubble, blister, fade, crack or wear excessively during the guarantee period, as determined by the member.
  - e. All machinery and materials used must be only those approved by the track and field manufacturer.

**Item 1 Outdoor Running and Jogging Tracks**

- a. Concrete curbs and drains
  - 1) Furnish all required labor, materials, equipment implements, parts and supplies necessary to prepare the site and install curbs and drainage systems.
  - 2) Cement shall conform to one of the standard specifications for Portland Cements, ASTM C-150, pr specification for blending hydraulic cements, ASTM C-595, excluding slag cements types S and SA.
  - 3) Air entrainment by total volume of concrete shall be: 4 – 6% for 1 1/2" maximum size coarse aggregate; 5 – 7% for 3/4" or 1" maximum size coarse aggregate; 6 1/2" – 8 1/2" for 3/8" or 1/2" maximum size coarse; 1/2 – 8 1/2% for 3/8" or 1/2" maximum size coarse aggregate.
  - 4) Aggregate shall conform to standard specifications for concrete aggregates ASTM C-33. For concrete work that is 5" thick, the normal size of the coarse aggregate shall not exceed 1 1/2". For concrete work that is 4" thick, the normal size of the coarse aggregate shall not be greater than 1".
  - 5) Concrete work shall be 5" thick if the location of the structure is such that it will be subject to more than three freeze-thaw cycles annually. If the location is such that not more than three freeze-thaw cycles occur annually, concrete work may be 4" thick.
  - 6) Steel reinforcement bars shall conform to standard specifications for deformed and plain billet-steel bard for concrete reinforcement ASTM A-615, grade 60 or 40.
  - 7) For concrete work that is 5" thick, the recommended bars shall be No. 5 size in both directions at 12" on center. For concrete work that is 4" thick, the recommended bars shall be No. 5 size in both directions at 15" on center. Bars shall be accurately positioned at mid-depth, terminating 2" away from edges and joints, and shall be adequately supported by chairs with sand plates provided to prevent bar supports from sinking into the sub base.
  - 8) Bars shall be lapped 18" and also be securely tied or otherwise secured so that there is no possibility of displacement when concrete is placed. Reinforcement at time of concrete placement shall be free of loose, flaky rust and other coatings or films that could interfere with bonding to the concrete.
  - 9) The concrete shall have a compressive strength of not less than 3,000 psi at the 29th day after casting. The minimum cement content for finish ability shall not be less than 470 lb. per cubic yard for 1 1/2" maximum size coarse aggregate or 520 lb. for 1". In freeze-thaw environments, the minimum cement content shall not be less than 560 lb. per cubic yard.

The slump shall not be more than 4". Readymixed concrete shall be mixed and delivered in accordance with ASTM C-94, specification for ready-mixed concrete.

- 10) Concrete shall be spread, consolidated, screened, bull-floated and finished in accordance with Section 7.2 of ACT Standard 302, recommended practice for concrete floor and slab construction.
- 11) When concrete is sufficiently set to withstand foot pressure with only about 1/4" indentation and the water sheen has left the surface, the slab shall be uniformly finished by power floating and trawling. The final finish texture shall have at least a medium broom finish to improve the mechanical bond to the surface.
- 12) Immediately after brooming, the concrete shall be kept continuously moist for seven (7) days by covering with polyethylene film or waterproof curing paper. Curing compounds will not be used. Curing time shall be in accordance with surfacing systems manufacturer's recommendations, but in not less than 28 days.
- 13) The concrete surface shall be finished so that the tolerance shall not vary more than 1/4" in 10' when measured with a 10' straightedge in all directions.
- 14) Perimeter edging shall be constructed using one of the following methods; pavement extension, flush curb, permanent raised curb or removable raised curb.
- 15) A pavement extension shall have an aggregate base course constructed so that the inside perimeter is parallel to and 28" inside of the track measure line, and 16" from the outer side of the outside lane line.
- 16) A pavement extension shall have an asphaltic concrete course(s) constructed so that the inside perimeter is parallel to and 22" inside of the track measure line, and it's outside perimeter parallel to and 10" from the outer side of the outside lane line.
- 17) A pavement extension shall have a synthetic surfacing course constructed so that the inside perimeter is parallel to and 16" inside of the track measure line, and it's outside perimeter parallel to and 4" from the outer side of the outside lane line.
- 18) A flush curb shall be solid, installed for both the inside and outside (or inside only) perimeter of the trade. The curb shall be flush with either the asphalt or the top elevation of the synthetic surface for an impermeable installation. For a permeable installation, the curb is to be flush with the final elevation of the asphalt. The distance between the track side of the inside curb and the measure line shall be less than the distance between the track side of the outside curb and the line shall not be less than 4".
- 19) A permanent raised curb shall be solid, and be installed to provide a curb for both the outside and inside perimeter of the track. The distance between the trackside of the curb and the track measure line shall be 30 cm. The distance between the trackside of the outside curb and the lane line shall not be less than 4".
- 20) Removable raised curbs shall be available in various materials, including but not limited to; aluminum, polyurethane or aluminum with a firm rubber top. These removable curbs shall sit on pads that allow movement of water from the track surface to the drain channel or infield.
- 21) Drainage systems shall utilize a perimeter drain tile system, catch basin, curb and gutter drainage system, permeable system or continuous trench drains.

## **Item 2 Outdoor Running Tracks-Track Surfacing Systems**

- a. Furnish all required labor, materials, equipment implements, parts and supplies necessary for, or appurtenant to, the surfacing of running tracks.
- b. Quality Assurance – The work shall conform to the USTC & TBA's standards for track construction. The track surface will be applied by a licensed firm, which has been installing the material for the past five (5) years.
- c. Guarantee – The contractor is to provide a written guarantee against defective materials or faulty workmanship for a period of one year.
- d. Job Conditions – Surfacing shall not be done if a threat of freezing exists within the next 24 hours, rain is imminent or gusting winds are forecasted. While surfacing and striping are

being done, sprinkler systems must be curtailed, shut off or controlled so that no water falls on the track or event area surfaces. Other trades, school district personnel and students must stay off the wet or curing surfaces.

- 1) Track systems shall be asphalt, latex, polyurethane systems or per manufactured rubber. Installed depth of all systems, depending on the TCPN member requirements, will be 3/8" to 1/2".
- 2) Asphalt track surfacing systems shall be either a SAR or asphalt emulsion and rubber system.
- 3) Latex track surfacing systems shall be available in black or use a colored binder, color sandwich or full-depth color system. It shall be mixed and installed on-site.
- 4) Polyurethane track surfacing systems shall be available in either permeable or impermeable forms. They will utilize a base mat, structural spray, sandwich or full-pour application process. The polyurethane system shall be mixed and installed onsite or per manufacturer's specifications and instructions.
- 5) The asphalt or concrete base must be properly cured in accordance with all general specifications referenced above prior to the application of the synthetic surface.
- 6) The asphalt or concrete base shall be inspected for conformity to allow tolerances for inclination. Also, the surface shall not deviate more than 1/4" in 10' from the specified grade when checked with a 10' straightedge in all directions. The surface should also be flooded with water to detect low areas.
- 7) The area to be surfaced shall be clean and free of any loose or foreign particles prior to the synthetic surface installation.
- 8) A primer or K coat may need to be applied to the asphalt or concrete base in accordance with the system specifications. Some systems will not require this primer coat.
- 9) The track surface shall be installed in strict compliance with the manufacturer's specifications. All equipment is to be kept clean. All daily work shall be finished in a uniform manner. All cured joints are to be properly prepared prior to commencement of new work. All layers are to be properly cured prior to subsequent applications.
- 10) Delaminating surfaces – Any surfaces not adhered to the concrete or asphalt substrate need to be removed. If only a few small areas are involved, they can be patched with an appropriate compatible material. If large sections are loose and adjacent areas can be easily pulled loose, the entire surface should be removed.
- 11) Leveling Course(s) – Contractor shall flood track, mark and fill all water-holding depressions with the leveling course mixture.
- 12) Striping – TCPN member personnel will be consulted to determine the placement of the finish line(s), events to be run, location of lane numbers and any other painted markings. A computerized set of calculations will be created to enable accurate layout of the selected markings. Layout of kings will be done with a steel tape calibrated to .01". The markings on the curve will be sighted-in with a theodolite capable of direct reading to 20 seconds of arc. Markings shall conform to NFSHSA, NCAA or AAU regulations. The paint shall be semi-gloss urethane compatible with the surface. The offeror will supply a scaled drawing of all markings. All calculations, measurements and markings will be done by qualified and experienced specialists with a minimum of three (3) years of experience in this field. All markings shall be painted, using an application process applied at approximately 200 to 250 square feet per gallon of paint.

### **Item 3 Post-Tension Concrete Tennis and/or Basketball Courts**

- a. Furnish all required labor, materials, equipment implements, parts and supplies necessary for, or appurtenant to, the site preparation, grading and installation of play courts (tennis and/or basketball) equal to or better than the following specifications.
  - 1) Guaranty – The contractor shall guaranty the work against defective material or faulty workmanship for a period of one year from the date of completion.

- 2) Quality Assurance – The work shall conform to the USTC and TBA's standards for tennis and/or basketball court construction. The court will be applied by a licensed firm, which has been installing the material for the past five (5) years.
- 3) Site preparation may include removing trees, bushes and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base and concrete thickness and provide a uniform 1% slope at  $\pm 1'$  in one plane. All fills will be placed in 6" layers and will be compacted to 90% standard density at optimum moisture. The contractor will alert the member of any "soft spots" or structures that could affect the stability of the slab. The site preparation will be done so as to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a 1/4". The depth of the fine grade base material shall be sufficient to develop a 1/4" accuracy.
- 4) Site preparation materials may consist of the existing sub-grade material unless a soils engineer specifies import fill. The fine grade base materials shall be an approved compactable, free-draining base material (sand, fine gravel, etc.).
  - b. Court paving materials specifications may include:
    - 1) Post-tensioning and anchorages will conform to the "PTI Guide Specifications for Post-Tensioning Materials". The tensioning strands shall consist of 1/2" diameter, 7-wire, stress-relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi. Strands shall conform to ASTM-416. Cables shall be fabricated to proper length for each slab coated with a permanent rust preventative lubricant and encased in slippage sheathing. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of 6" exposed strands is permitted at the dead end anchor.
    - 2) The concrete shall have a compressive strength of not less than 3,500 psi after 28 days. Ready-mixed concrete shall be mixed and delivered according to ASTM C- 94 specifications for ready-mixed concrete with a 4" maximum slump. Mix design as follows: cement – Type 1, six sack unit weight – 140.3 lbs. per cubic foot, air entrainment – 6.0%, water/cement ration – 0.52/1.
    - 3) Court paving execution shall consist of the following:
      - a) Forms shall be accurately set to the lines and to +/- 1/4" of finish grade indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.
      - b) Tensioning cables and anchors shall be supported on chains and loosely tied 2" high at all intersections to prevent vertical and horizontal movement during concrete placement. Strands shall be placed with no greater spacing than 2'6" wide on lengths over 100' and 3'4" on lengths under 100'. After forms are removed and the concrete has set to a minimum of 2,000 psi, the tensioning procedure may be applied approximately one week later. Each tendon may initially be tensioned to a maximum of 80% ultimate breaking strength and anchored at a minimum of 70% ultimate breaking strength. Ultimate Breaking Strength 80% 70%. The cable ends shall be cut off and cone holes grouted flush with edge of slab. Grout shall be non-shrink grout.
      - c) Joints – Between each court or at net line  $\pm 1'$ , there shall be a keyed construction joint.
      - d) Placing – A full court shall be placed in one continuous operation without intervening joints of any kind. The 4" thick slab will be placed with a 60' mechanical screed capable of providing a surface true to 3/8" at a 1% slope.  
Note: Finish surface shall not have a water-holding area greater than 1/8" deep. This is to be determined by flooding the court with water, allowing it to drain for one hour on a 70° or warmer day.
      - e) Curing – Immediately after finishing, the concrete shall be kept moist by covering with polyethylene, by sprinkling, by pounding or by curing compound (must be compatible with acrylic tennis surfacing material).

- 4) Court Surfacing Materials – Manufacturing of the emulsified asphalt surfaces and acrylic color should be equal to and/or better than the TPS 5000 specifications as distributed by TPS Coatings, Inc.
  - a) Prime Coat – The prime coat material should consist of one part SS-1H binder and 2.5 parts water.
  - b) 1/2" Emulsion Lift – The 1/2" lift shall consist of one screed application of the following mixture:
    - i. 13 gallons to SS-1H binder
    - ii. 55 gallons of 3/8" minus sand
    - iii. Sufficient water to make a workable mixture (fresh and potable)
  - c) Finishing Courses – One or two applications of the following mixture:
    - i. 50 gallons of emulsified asphalt surface
    - ii. 400 lbs. of silica sand
    - iii. Sufficient water to make a workable mixture (fresh and potable)
  - d) Acrylic Color – The following specified mixture provides for not less than 115 gallons of color concentrate per court. (This quantity is before water or any fillers are added.) This provision will be strictly enforced and monitored.
  - e) Slow Tennis Surface – Two coats of the following mixture:
    - i. 50 gallons of undiluted TPS 5000 acrylic color (115 gallons/std sized court)
    - ii. 20 gallons of water (fresh and potable)
    - iii. 400 lbs. silica sand (30 mesh)
  - f) Fast Tennis Surface – One coat each of the following mixtures:
    - i. First application 50 gallons of undiluted TPS 5000 acrylic color (115 gallons/std sized court) 20 gallons of water (fresh and potable) 400 lbs. silica sand (30 mesh)
    - ii. Second Application 50 gallons of undiluted TPS 5000 acrylic color (115 gallons/std sized court) 20-25 gallons of water (fresh and potable) 400 lbs. silica sand (70 mesh)
  - g) Playing Lines – Playing lines shall be painted on using white, latex acrylic, line paint.
  
- 5) Court Surfacing Surface Preparation – Prior to the surfacing application, the concrete will be thoroughly cleaned by using a power broom or power washer. Subsequent to the cleaning of the court surface, a prime coat will be broom applied. Pools of the prime coat will be swept out to eliminate black "fatty" spots.
  - a) 1/2" Emulsion Lift – The mixture will be agitated in a mixer capable of providing a consistent and homogeneous solution of the binder and aggregates. The mixture will be screened over the entire surface using 1/2" rods; other methods of placing will not be allowed. After the lift has cured (approximately one week), it will be compacted by a vibratory roller or with a static roller weighing 3,000 lbs. The resulting surface shall be free of depressions more than 1/8" deep. Any areas holding more water than 1/8" in depth will be filled with the leveling course.
    - i. Leveling Course(s) – Once the 1/2" lift has been rolled, the contractor shall flood courts, mark and fill all water-holding depressions with the leveling course mixture.
    - ii) The mixture will be agitated in a 100 gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the court area where needed using a 14' long rubber-tipped straightedge. After leveling course has cured, it will be compacted, once north-south, then once east-west, with a minimum 3,000 lb. static roller. The court area will then be reflooded and allowed to drain.
    - iii) Any remaining water-holding depressions greater than 1/8" deep will be marked and filled with the leveling mix, again using a 14' straightedge squeegee. Water holding areas will be determined by flooding the court with water and allowing it to drain for one hour on a 70° or warmer day. The court will be reflooded and refilled as necessary. Note: Water holding areas can only be removed where positive and adequate slope exists.

- b) Finishing Courses – Contractor shall blend in water-holding patches and surface defects and provide for a wearing base with the finishing courses.
  - i. The mixture will be agitated in a 100 gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the court area where needed using a 30” rubber-tipped squeegee. After each finishing application has been cured, any ridges will be removed with scrapers, and the application will be compacted with a minimum 3,000 lb. static roller. One finishing course will be applied and additional application will be made as necessary to provide a uniform, ridge-free surface.
- c) Acrylic Color – The mixture will be agitated in a 100 gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the court area where needed using a 30” rubber-tipped squeegee. The color is to be free of ridges and uniform.
- d) Playing Lines – Playing lines 2” wide will be accurately located and marked by snapping a chalk line and placing 3/4” tape guides. Latex acrylic line paint will be brushed on to provide a uniform line. The lines shall have clear definition and ragged lines will not be accepted.
- e) If requested by the owner, the offeror must be willing and able to obtain, deliver and install appropriate fencing to meet the owner’s needs and requirements.

**Category 4 - Athletic and Recreational Field Surfaces**

**Categorical Scope of Work**

The offeror must willing, able and have the capacity to manufacture, obtain and deliver all supplies, materials and equipment necessary to prepare the site and install a synthetic turf field to meet the individual member’s needs. The offeror will furnish all labor, materials, tools and equipment necessary to develop a project proposal, project engineering, shop drawings, project supervision, site preparation and the construction of the proposed synthetic turf field. The range of TCPN member’s site conditions, needs and requirements will vary. Therefore, TCPN is seeking vendor(s) who can provide a range of products and services to meet the individual TCPN member’s needs. All products and services offered in response to this category must meet or exceed the manufacturer’s standards and specifications and be performed in strict accordance with federal, state, local and industry standards governing such facilities.

**Categorical Definitions**

- AAU** – Amateur Athletic Union
- ANSI** – American National Standards Institute
- EPA** – Environmental Protection Agency
- ISO** – 9000/9001 International Standards Organization Quality Standards
- NCAA** – National Collegiate Athletic Association
- NFSHSA** – National Federation of State High School Associations
- NTBA** – National Track Builder’s Association
- OSHA** – Occupational Safety and Health Administration
- TCBA** – Tennis Court Builder’s Association
- UL** – Underwriters Laboratories, Inc.

**Categorical Terms and Conditions**

1. The offeror must be willing and able to demonstrate its past experience on at least acceptable installations of full-size football, soccer or other athletic/recreational fields (minimum of 70,000 square feet) in the United States within the past five (5) years.
2. The offeror shall use subcontractors and/or employ only qualified, experienced supervisors and technicians skilled in the installation of the proposed system(s).
3. The offeror must meet the following criteria:

- a. Guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of substantial completion and acceptance by the member. The warranty coverage shall not be limited to the amount of usage.
- 4. Prior to order of materials, the contractor shall submit the following:
  - a. Sample warranty.
  - b. Seam layout of the field and striping plans.
  - c. Details on construction, especially any details that may deviate from plans and specifications.
- 5. Prior to the beginning of installation, the manufacturer/installer of the synthetic turf shall inspect the sub-base and supply a Certificate of Sub-Base Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.
- 6. Work to include:
  - a. Assess and determine existing site conditions and member's expectations for the project.
  - b. Develop a proposed solution to conform to and meet the member's expectations while considering and ensuring the following:
    - 1) The solution proposed is adequate and functional within the existing site conditions and will comply with all codes.
    - 2) Provide labor, materials, equipment and supervision necessary to complete installation of synthetic turf, including the following:
      - a) Site inspection and investigation.
      - b) Site preparation and sub base.
      - c) Inspection and approval of sub base.
      - d) Installation of proposed synthetic turf system with accessories, striping and equipment.
    - 3) Provide cost estimates and information relating to after-the-sale ongoing inspection and maintenance services to ensure proper operation and upkeep of the synthetic field.
      - a) Construction and installation services to prepare and install proposed synthetic turf system on the designated site in accordance with the shop drawings, striping plan and manufacturer's instructions and specifications.
- 7. Quality Assurance
  - a. Manufacturer – Proposed solutions must be equal to or better than those available from nationally recognized manufacturers specializing in outdoor synthetic turf products for athletic and recreational facilities.
  - b. Manufacturer Qualifications – Manufacturer must have 10 years of experience in the manufacture of synthetic turf systems which meet and/or exceed the standards and guidelines presented herein.
  - c. Engineering Qualifications – The offeror must have on staff a registered, licensed in the state they reside a professional engineer to review and certify that the proposed site, site conditions and synthetic turf system being supplied and installed meets or exceeds the design criteria of the specification, and the site condition exceeds the minimum requirements of the system's design performance standards set by the manufacturer. It should be note that in some states there is a requirement that require that all construction projects have an architect's or engineer's seal on the plans who is registered within that state. If this is a requirement the owner of the individual project will bare any/all cost associated with obtaining this required seal.
  - d. Installer Qualifications – Factory-trained and certified with a minimum of three (3) years of experienced of successfully installing synthetic turf systems.
- 8. Project Submittals
  - a. Shop drawings – Show all site preparation, materials, supplies and fixtures to be furnished even if provided by others.
  - b. Samples – Samples of materials and colors as requested by the owner or owner's architect.
  - c. Detail information on all items and work to be provided by and/or performed by the member and stipulate minimum requirements.

- d. Maintenance instructions – Instructions on how to inspect and maintain turf system on an ongoing basis to obtain maximum performance.
- e. Warranty – Written warranty to the member upon completion.
- f. Cost proposal – Detail breakdown of all costs associated with the design of, manufacture of, delivery of, installation of and warranty of the proposed solution.

## 9. Design

- a. The type, kinds and sizes of athletic and recreational facilities found in the K-12 and higher educational institutions will vary greatly. Because of this a variety of products are requested. The following information is provided as general guidelines of the types of products being requested. Products offered must be equal to or better than those products offered by SRI Sports, Inc.
- b. Materials – Enhanced AstroPlay® Brand Stadium System manufactured and installed by SRI Sports, Inc.
  - 1) Shall be a tufted, polyethylene grass-like fabric coated with a backing of high-grade polyurethane. The fibers shall be Plush Cut™ (naturally fibrillated during the manufacturing process) and tufted to a finished pile height of approximately 55mm. A lower layer of texturized nylon 6.6 (monofilament ribbon) fibers shall act as a dense, root-like matrix. The turf fabric shall be filled with SBR rubber particles.
  - 2) All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified must be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
  - 3) The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
  - 4) Polyethylene pile yarn shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants. The polyethylene primary pile fiber shall possess the following physical characteristics:
    - a) Fibrillation Plush Cut™ technology (naturally fibrillated in the mfg. process)
    - b) Yarn Denier 12,500 (nominal)
    - c) Breaking Load 36 pounds per square foot
    - d) Moisture Regain <0.5%
    - e) PE Pile Fiber Weight 40 oz./sq.yd. (minimum)
  - 5) The secondary pile yarn, nylon 6.6, (RootZone™) shall be an extruded outdoor stabilized nylon 6.6 ribbon. Nylon shall possess the following physical characteristics:
    - a) Denier Minimum 415
    - b) Fiber Shape Monofilament, diamond cross section; highly texturized
    - c) Pile Ribbon Weight Minimum 10 oz. per square yard
  - 6) The Pile fabric shall possess the following physical characteristics:
    - a) Finished Pile Height 55mm
    - b) Pile Yarn Weight (Total) 50 oz. per square yard
    - c) Primary Backing 6.2 oz./sq. yd.
    - d) Elastomeric Coating 20 oz./sq.yd.
    - e) Fabric Width 15'
    - f) Tuft Bind Strength > 10 lbs.
    - g) Grab Tear Strength > 200 lbs.
    - h) Pill Burn Test Pass (with infill)
  - 7) Infill material shall be recycled SBR rubber granules meeting the following sieve analysis.
  - 8) Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by



- the manufacturer, and as approved by the member. The costs for these embedded items shall be included in the site work price along with the compacted, porous sub base.
- c. Materials - AstroPlay® Brand Stadium System as manufactured and installed by SRI Sports, Inc.
- 1) Shall be a tufted, slit film polyethylene grass-like fabric coated with a secondary backing of high grade polyurethane. The fibers shall be tufted to a finished pile height of approximately 55mm. The turf fabric shall be filled with ambient processed SBR rubber particles.
  - 2) All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials, as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
  - 3) The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
  - 4) Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants. The pile fiber shall possess the following physical characteristics:
    - a) Yarn Denier: 10,000 (nominal)
    - b) Breaking Load: Min. 30 psi
    - c) Moisture Regain <0.5%
    - d) PE Pile Fiber Weight: 40 oz./sq.yd. (minimum)
  - 5) The pile fabric shall possess the following physical characteristics:
    - a) Finished Pile Height 55mm
    - b) Pile Yarn Weight (Total) 40 oz. per square yard
    - c) Primary Backings 6.2 oz./sq. yd..
      - i. Woven Polypropylene
      - ii. Non-woven polypropylene w/ fiber glass reinforcement
    - d) Secondary Elastomeric Coating 18 – 20 oz./sq.yd.,
    - e) Fabric Width 15'
    - f) Tuft Bind Strength > 10 lbs.
    - g) Grab Tear Strength > 240 lbs.
    - h) Pill Burn Test Pass (with infill)
  - 6) Infill material shall be ambient ground, recycled SBR rubber granules meeting the sieve analysis.
  - 7) Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member. The costs for these embedded items shall be included in the site work contractor's price along with the compacted, porous sub-base.
- d. Materials – AstroTurf® 1200 as manufactured and installed by Southwest Recreational Industries, Inc.
- 1) The synthetic turf and all components shall be of national reputation with previous acceptance at all levels of competition, including professional and collegiate levels of baseball, football, soccer, field hockey, lacrosse, etc.
  - 2) All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage (both turf and foam pad) allowing free movement of surface run-off

- through turf and foam pad where such water may flow to the existing sub-base and into the field drainage system.
- 3) The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use.
  - 4) The synthetic turf shall be of knitted construction, using nylon 6,6 textured pile fiber ribbon and polyester high-tenacity filament backing yarns. Finished weight should be minimum 60 ounces per square yard, 15 feet in width and of sufficient length to permit full cross field installation with no cross or head seams.
  - 5) Pile fiber shall be textured, non-directional nap, nominal 550 denier per filament and shall weigh minimum 60 ounces per square yard. Pile height shall be approximately one-half (1/2) inch. Pile surface shall be uniform in color and in height. Direction of pile fiber angle shall be  $90^{\circ} \pm 10^{\circ}$  measured from the horizontal, except textured fiber ends. The fiber shall be specially stabilized against UV exposure by means of an organic stabilizer package.
  - 6) Pile fiber shall possess the following physical characteristics, based on ASTM test designations listed:
    - a) Ribbon filament denier; ASTM D 1577; average 550 denier per filament.
    - b) Fiber density; ASTM D782; 1.14 gms/cu.cm.
    - c) Ribbon tenacity; ASTM D 2256; 2.3 gms/denier.
    - d) Melting point; ASTM D789; 492EF.
  - 7) Fabric shall possess the following physical characteristics, based on ASTM test designations listed:
    - a) Flammability, Critical Radiant Flux Text; Method E 648; 0.3 watts per square centimeter minimum.
    - b) Grab strength; ASTM D 1682; 350 lbs/inch.
    - c) Tuft bind; ASTM D 1335; 25 lbs.
  - 8) Existing Elastic Layer is to be repaired (separate unit price) and synthetic turf is to be installed over repaired elastic layer.
  - 9) Adhesives for bonding knitted synthetic turf appropriately to the pad options shall be as recommended by the synthetic turf manufacturer. Adhesives shall be one part moisture cured polyurethane.
  - 10) Cord for sewing seams of the turf shall be as recommended by the synthetic turf manufacturer.
  - 11) Perimeter edge details required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member. The cost for these modifications shall be included in the contractor's price.
  - 12) All materials used on this project shall be manufactured in the United States of America.
- e. Materials – 5-Star Shock Absorbing Underpad (manufactured by SRI Technologies, Inc.)
- 1) The pad is an elastomeric synthetic foam cushion, slightly more than 5mm thick, composed of open and closed cell polyurethane foam for environmental stability. Pad shall be oven cured. The pad is to be factory hole punched with approximately 3/16 inch diameter holes on 4.5 inch centers. Pad shall be installed on-site with sewn seams to create a monolithic shock pad layer.
    - a) Foam Type Urethane
    - b) Color Tan or Grey
    - c) Needle Punch Felt Polyester
    - d) Foam Attachment Detached
  - 2) The shock-absorbing underpad shall possess the following physical characteristics:
    - a) Thickness 5mm  $\pm$  .09mm
    - b) Density 17 - 21 PCF
    - c) 25% Compression Resistance 12.0 psi
    - d) Compression Set, 100 psi 12% maximum
    - e) Tear Strength 30 lbs./inch
    - f) Tensile Strength 100 psi minimum

- g) Elongation at Break 40% minimum
- h) Shock Absorbency (F 355) 110 G's (total system)
- f. Materials – Elastic Layer Shock Pad
  - 1) The shock pad shall be 19mm in nominal thickness, energy absorbing, elastic layer. Composition to be 1 – 5mm SBR rubber, mineral aggregate and moisture cured polyurethane binder. Elastic-layer system shall have demonstrated resistance to rot, mildew, water, freeze-thaw and compression set associated with normal athletic field use.
    - Material Pounds per Square Yard
    - 1-5mm SBR Rubber Granules 18.0
    - Pea Gravel 18.0
    - Binder 200 \_2.9
    - Total 38.9
  - 2) Shock pad shall possess these physical characteristics
    - Thickness 19mmD
    - Density 52 lbs./cu.ft.
    - Weight 40 lbs./sq. yd.
    - Shock Absorbency (ASTM F355) Less than 120 G's for total system (turf with underpad)

#### 10. Existing Conditions

- a. If the surface on which the new synthetic turf system is to be placed is an existing asphaltic/concrete base, the offeror will be responsible for any damage to the concrete during removal/installation of the synthetic turf system. The football goal posts, if any, are to be removed and reinstalled by the offeror unless otherwise specified by the member or member's representative.
- b. If the surface on which the new synthetic turf system is to be placed is a new asphaltic concrete base or a new base of porous aggregate, the synthetic turf contractor will be responsible for any damage to the sub-base during removal/installation of the synthetic turf system *after* the deficiencies (if any) have been corrected as noted on the Certificate of Sub-Base Acceptability. New football goal posts (if any) and/or infield dirt mix backfill within the contiguous turf limits or immediately adjacent thereto are not to be installed by the member/prime contractor until after the new synthetic turf system has been completed.
- c. The offeror shall work with and coordinate any work that needs to be done relating to utilities and communications systems.

#### 11. Execution – AstroTurf® as Manufactured and Installed by Southwest Recreational Industries, Inc.

##### a. General

- 1) The sub-base and curbs shall be inspected by the engineer or installer by means of a laser level and plotted on a 10-foot grid. Based upon the inspection of the topological survey, the installer shall proceed accordingly. The installer shall not proceed with the surface unless the sub-base has been accepted by the manufacturer's representative.
- 2) The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation will have sufficient materials for proper completion of the project.
- 3) The installation shall be performed in full compliance with approved shop drawings and manufacturer's written instructions.
- 4) All installation operations shall be performed by personnel directly employed by the manufacturer, fully familiar with the materials and their application, under the full time direction and supervision of a qualified technical supervisor employed by the manufacturer of the synthetic turf. Installation supervisors shall have a minimum of five (5) years experience.

- b. The surface to receive the synthetic turf shall be inspected and certified by the manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.
  - c. Removal (if necessary)
    - 1) Contractor shall remove existing synthetic turf and underpad in 15' wide sections from field.
    - 2) After removal from the stadium surface, the existing turf and pad materials shall be rolled up and placed at a location designated by the member.
  - d. Installation
    - 1) The sub-base shall be inspected by the engineer or civil contractor by means of a laser level with a minimum 500 shots noted. Based on contractor's inspection of the topographical survey, the civil contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. The turf contractor shall not approve the sub-base for tolerance to grade without obtaining the topographical survey.
    - 2) Elastic layer to be repaired (separate unit price) as indicated by contractor and agreed by member.
    - 3) Synthetic turf shall be adhered over the existing elastic layer with no wrinkles, ripples or bubbles. Slits in the fabric to relieve such defects are not permitted.
    - 4) Synthetic turf shall be installed across the field and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed except as needed for inlaid markings.
    - 5) Seams shall be sewn. All turf seams shall be sewn with high strength thread as stated above. All seams shall be transverse to the field direction that is, run perpendicularly across the field. Seams shall be flat, tight, and permanent with no separation or fraying.
  - e. Field Layout
    - 1) Field markings will be installed per approved shop drawings.
  - f. Clean up
    - 1) Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
    - 2) All usable remnants of new material shall become the property of the member.
    - 3) The contractor shall keep the area clean throughout the project and clear of debris.
    - 4) Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.
12. Execution – Enhanced AstroPlay® Brand Stadium System Manufactured and Installed by SRI Sports, Inc.
- a. General
    - 1) The installation shall be performed in full compliance with approved shop drawings, project proposal and manufacturer's instructions.
    - 2) Only factory-trained and certified technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the synthetic turf manufacturer's designated representative, shall perform installation services under this solicitation.
    - 3) The surface to receive the synthetic turf shall be inspected and certified by the turf manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.
  - b. Installation
    - 1) The sub-base and curbs shall be inspected by the engineer or site work contractor by means of a laser level and plotted on a 10-foot grid. Based upon the contractor's inspection of the topological survey, the site work contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. Member, engineer or prime contractor shall not approve the sub-base for tolerance to grade without obtaining the topological survey.

- 2) The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation shall have sufficient materials to maintain the schedule and proper mixing ratios.
  - 3) Synthetic turf shall be loose-laid across the field, stretched and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed, except as required for inlaid fabric striping or to accommodate programmed cutouts.
  - 4) All seams shall be flat, tight and permanent with no separation or fraying. Inlaid markings shall be adhered to a special tape with a two-part, high strength polyurethane adhesive applied per the manufacturer's standard procedures for outdoor applications.
  - 5) Infill materials shall be properly applied in numerous thin lifts using special broadcasting equipment to produce a layered system of recycled SBR rubber particles. The turf shall be raked and brushed properly as the mixture is applied. The infill material shall be installed to a depth of about 1.75 inches in order to achieve specified Gmax requirements. The infill materials can only be applied when the turf fabric is bone dry.
- c. Field Markings and Decorations
- 1) Field markings are to be installed in accordance with approved project shop drawings and marking plan.
- d. Clean-Up
- 1) Turf contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
  - 2) All usable remnants of new material shall become the property of the member.
  - 3) The turf contractor shall keep the area clean throughout the project and clear of debris.
  - 4) Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.

## 12. In-Ground Equipment and Accessories

- a. The offeror must be willing and able to obtain, deliver and install in-ground equipment and accessories
- b. In ground equipment offered under this solicitation may include but is not limited to the following (Model@ is UCS equivalent)
  - 1) Pole Vault Boxes – Provide (4 #711-1100) cast aluminum vault boxes. The offeror shall provide synthetic surfacing material plugs, which are to be installed level to the surfacing of the respective runway and be of similar texture as the surrounding synthetic surfacing.
  - 2) Take-Off Boards – Provide (12 #519-2100) take-off board systems.
  - 3) Shot Put Toe Boards – Provide (2 #716-1630) shot put toe boards.
  - 4) Shot Put Rings – Provide (2 # 735-2540) shot put circle rings.
  - 5) Discus Rings – Provide (1 # 735-2530) discus circle rings.
  - 6) Combination Hammer/Discus Cage – Provide (1 # 570-4100) hammer/ discus cage with ground sleeves. Cage must meet IAAF rules.
  - 7) Hammer/Discus Conversion Ring – Provide (1 # 725-2535) hammer/ discus conversion ring.
  - 8) Water Jump Hurdle – Provide (1 # 506-5408) adjustable water jump hurdle with sleeves.
  - 9) Water Jump Cover – Provide (1 # 505-5420) aluminum water jump cover. The offeror is to install track surfacing onto the cover. The cover, when installed with synthetic surfacing on it, shall be flush with the surrounding area. The offeror must have existing contracts with in-ground equipment manufacturer prior to constructing steeplechase water jump, for proper building instructions for water pit and construction of cover.
- c. Other accessories that may be required to conduct and/or perform athletic events held within the athletic facility, which is a semi-permanent part of the structure may be provided if required by the owner.
  - 1) Removable Track Curbing: Removable track curbing (# 792-9410) shall consist of extruded anodized gold aluminum section constructed to allow portable installation. The curb shall meet the requirements of the IAAF. The curb will run the length of the 400m

tracks with a section to run alongside the water jump inside of lane one on the second bend. The sections indicated on the drawings shall be removable when the curb is fully installed to allow passage of athletes.

- 2) Long Jump Sandpits and Traps: The sandpits shall be constructed using the ACO border and sand trap system, Parts # 2739/1453/0962 installed to manufacturer's instructions.
  - a) Sand – All sand for the long/triple jumps sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand to meet all specifications of the IAAF – washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation the offeror shall provide the member with a one (1) gallon sample for approval.

### **Categorical Terms and Conditions**

A. The following in-ground equipment is required (*Model # is UCS equivalent*):

1. Pole vault boxes – Provide (4 #711-1100) cast aluminum vault boxes. The offeror shall provide synthetic surfacing material plugs, which are to be, installed level to the surfacing of the respective runway and be of similar texture as the surrounding synthetic surfacing.
2. Take-Off Boards – Provide (12 #519-2100) take-off board systems.
3. Shot Put Toe Boards – Provide (2 #716-1630) shot put toe boards.
4. Shot Put Rings – Provide (2 # 735-2540) shot put circle rings.
5. Discus Rings – Provide (1 # 735-2530) discus circle rings.
6. Combination Hammer/Discus Cage – Provide (1 # 570-4100) hammer/discus cage with ground sleeves. Cage must meet IAAF rules.
7. Hammer/Discus Conversion Ring – Provide (1 # 725-2535) hammer/discus conversion ring.
8. Water Jump Hurdle – Provide (1 # 506-5408) adjustable water jump hurdle with sleeves.
9. Water Jump Cover – Provide (1 # 505-5420) aluminum water jump cover. The offeror is to install track surfacing onto the cover. The cover, when installed with synthetic surfacing on it, shall be flush with the surrounding area. The offeror must have existing contracts with in-ground equipment manufacturer prior to constructing steeplechase water jump, for proper building instructions for water pit and construction of cover.
10. Removable Track Curbing: Removable track curbing (# 792-9410) shall consist of extruded anodized gold aluminum section constructed to allow portable installation. The curb shall meet the requirements of the IAAF. The curb will run the length of the 400m tracks with a section to run alongside the water jump inside of lane one on the second bend. The sections indicated on the drawings shall be removable when the curb is fully installed to allow passage of athletes.
11. Long jump sandpits and traps. The sandpits shall be constructed using the ACO border and sand trap system. Parts @2739/1453/0962 installed to the manufacturer's instructions.
  - a. Sand – All sand for the long/triple jumps sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand to meet all specifications of the IAAF – washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation the SSC shall provide the member with a one (1) gallon sample for approval.

### **Category 5 Repairs, Alterations and Maintenance (Alternative JOC Pricing)**

For projects that involve non-scoped priced categories in this RFP. RS Means construction cost data will be used. (Please see the Definitions Section "Unit Price Book" for a better understanding of Job Order Contracting. If a project requires goods and services that are not covered by R.S. Means or a nationally published price list, the offeror may obtain three (3) written cost proposals from local providers. Use the most advantageous cost proposal and add their normal and customary markup and overhead provided as part of their response to obtain the retail cost. The stated TCPN discount will then be taken to arrive at the TCPN price. All products and services falling under this category

must be submitted in advance and approved by the TCPN (owner) Member's Agency prior to being included in any quote or proposal from the offeror. All products and services falling in this category should be submitted in advance and approved by the TCPN Member's Agency prior to being included in any quote or proposal from the offeror. TCPN members and/or their institutions reserve the right to accept or reject any third party cost proposals or quotes provided by the offeror. If a product or services are required as part of the performance under this solicitation that can only be obtained and/or manufactured from a single source and falls under the sole source provision of some state's procurement codes, the offeror must provide the TCPN Member's Agency with the necessary documentation to substantiate the purchasing method.

### **Contract Between TCPN Member's Agency and the Offeror**

In any contract between the offeror and a TCPN Member's Agency for athletic facilities covered by this solicitation, the terms and conditions listed herein will prevail should a conflict occur. A contract between the offeror and the TCPN member institution for any construction services shall contain all elements of and be an industry standard agreement. If applicable, the following items may need to be addressed:

1. Work to be performed by the TCPN member institution must be clearly described and the offeror's standards for acceptance stated.
2. The condition of the site prior to start of work by the offeror will be established and agreed upon prior to contract execution.
3. The party responsible for obtaining, providing and paying for temporary utility service such as power, water and other related items must be identified and agreed upon by all parties prior to contract execution.
4. If construction space is directly under, above, in or near TCPN member institution's used space, the offeror must agree to receive written approval from the contact person prior to interrupting any ongoing activity or program.
5. Access to the construction space will be limited to the way agreed upon by the parties.
6. When loading, unloading or operating equipment near an unprotected owner used area, the offeror will keep a crewman as a guard to prevent students and adults from entering.
7. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the offeror. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paper work to document these changes, must be allowed.

**As applicable, in accordance with Texas Education Code section 44.0411(a), if a change in plans or specifications is necessary after the performance of a contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, a TCPN member school district may approve change orders making the changes. The total contract price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. In accordance with Texas Education Code section 44.0411(d), a contract with an original contract price of \$1 million or more may not be increased under section 44.0411 by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.**

## **Contractor's License**

Each of the states covered by this solicitation has its own state licensing qualifications, requirements and processes. The offeror is responsible for knowing each state's requirements and codes. At the time of response, offeror must be able to comply with all licensing requirements. For those states where licenses are required a copy of the appropriate licenses authorizing the offeror to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be included with its response. If the offeror intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the offeror with its response. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.

## **Federal Requirements**

Contractor agrees, when working on any federally funded or assisted projects in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to comply with the Davis-Bacon Act (Section 29, CFR Part 5) and related acts. In such projects, the contractor agrees to post wage rates at the work site, and comply with all reporting requirements. The contractor shall provide TCPN with a copy of any required report filed. Additionally, Contractor agrees, when working on any federal and federally assisted construction contracts over \$100,000 to comply with the Contract Work Hours and Safety Standards Act, which requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek; this Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects. Contractor also agrees to comply with all applicable the recordkeeping and other requirements of the Copeland Act and/or the McNamara-O'Hara Service Contract Act. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as applicable. 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, as applicable. On all other projects, the prices must agree with this contract.

## **Special Terms and Conditions**

### **Labor and materials**

The Vendor (Contractor) shall furnish all supervision, labor, special tools and test equipment, permits, professional services including transportation, insurance, material and supplies necessary to complete the project. Vendor shall use skilled, trained personnel, supervised and directly employed by the Vendor or subcontractor, no temporary, contract or day labor permitted.

All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with proposal response.

Contract prices shall include all transportation charges (FOB Destination). Separate or additional transportation charges will not be paid by cooperative member entities.

## **DEFINITIONS AS DEFINED IN THIS PROPOSAL**

The following is a list of definitions that are used throughout the request for proposal and in the pricing process. All of the definitions will as a whole be included in the contract for this program. This list includes established definitions from the Center for Job Contracting Excellence.



**ASSIGNMENT**, Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, or pledged, or otherwise disposed of or encumbered in any way by the contractor without the approval of TCPN.

**ADDENDUMS**, Additions to the contract or delivery order as agreed to by TCPN, the client member, and the contractor to meet specific or special contract requirements.

**AUDIT CYCLE**, Audits shall consist of a TCPN representative reviewing/comparing pricing on invoices and the appropriate R.S Means unit price book for JOC work performed for client members under this contract. Any issues will be reported to TCPN, contractor and the client member. Random audits will be performed on an annual basis.

**BEST VALUE** is determined with multiple parameters of past performance, previous experience, references, and price. Each comprises part of "best value" price is only one parameter as is past performance.

**BUYER** is the independent school district (ISD), institute of higher learning, government entity, or non-profit agency that uses this contract. (See Client Member)

**CITY COST INDEX**, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

**CLIENT MEMBER** is any ISD, ESC, University, Municipality, County, Federal or State Agency or non taxed entity empowered to enter into an agreement with TCPN via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client. In other states, the client is responsible for meeting their state requirements.

**COEFFICIENT** is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, four percent TCPN management fee, final site cleanup and all contingencies. It will also include all costs to the contractor associated with program and/or project management and administration, and sufficient jobsite supervision.

**CONTRACT AND CONTRACT DOCUMENTS** include the following items; the TCPN solicitation, RFP, Qualification statements, Contractors proposal (all portions) including PGM and other key staff members, corporate commitments, marketing and business plans, negotiated oral commitments as noted and approved, and coefficients.

**DELIVERY ORDER (DO)** is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client Member for the PO.

**DELIVERY ORDER MANAGER** reports to the PGM and is the day to day field supervisor working with the Job Orders, proposals (estimates), subcontractors and interfacing with the client members.

**EDUCATION SERVICE CENTER (ESC)** is part of a Texas governmental agency (Texas Education Agency) providing services within their defined regions to school districts and other governmental entities.

**JOB ORDER** is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the client member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

**JOB ORDER CONTRACTING (JOC)** is a variable term indefinite delivery, indefinite quantity (IDIQ) contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (R.S. Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services. (Texas Education Code TEC 2267).

**JOB ORDER PROPOSAL** is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

**KEY STAFF MEMBERS** are considered to be critical to the quality, implementation and successful support and execution of the program. The past performance and experience of the key staff that has been committed to the program will be evaluated. These are considered by TCPN to include the PGM, Delivery Order Managers, Business Manager, Safety/Environmental Manager, QA/QC Manager, and Marketing Manager.

**MULTI-AWARD NON-COMPETE** while TCPN JOC is a multi-award contracting program no client member may compete delivery orders with other TCPN contractors.

**NON PRE-PRICED ITEMS** are those items that cannot be found or reasonably compared to listed line items in the UPB.

**PUBLIC INFORMATION ACT AND PROPRIETARY MATERIALS**, under the Public Information Act certain materials may be requested by the public. Contractors should not submit proprietary materials as part of their proposal. TCPN is subject to the Public Information Act, as are all public entities.

**PROJECT GENERAL MANAGER (PGM)** is the senior member of the contractor's team and will be the ultimate interface between TCPN and the client members.

**PURCHASE ORDER (PO)** is the client member's approval providing the authority to proceed with the negotiated delivery order under the contract and inter-local agreement. Special terms and conditions as agreed to between the contractor and the client member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the client member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6PM Monday thru Friday.

**JOB ORDER PROPOSAL REQUEST** is originated from the client member and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

**SCOPE OF WORK (SOW)** is the specific work that has been agreed to be undertaken and accomplished under the TCPN JOC contract via the delivery order process.

**UNIT PRICE BOOK (UPB)** will be the current addition of RS Means Facilities Construction Cost Data. The published quarterly updates will be allowed. Supplemental RS Means Cost Books may be used only for non-pre-priced items for Concrete & Masonry Cost Data, Electrical Cost Data, Mechanical Cost Data and Plumbing Cost Data may also be utilized for line item estimates.

The contractor agrees to use as required Davis Bacon (See the UPB) or local wage rates that apply with some of TCPN client members. The client member must supply any Davis Bacon or local wage rates requested.

Contractors will be required to use Cost Works automated JOC software in preparing line item estimates. Contractor will supply at no charge one copy of Cost Works TCPN with training if requested.

The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members?

The proposal coefficient should provide reasonable oversight for engineering and architectural (A&E) design to meet both local and Texas state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the client member's concurrence. However, the client member must select the engineering or architectural services in accordance with state statutes, including Chapter 2254 of the Texas Government Code.

A&E selection and fees for this service will meet the requirements of the State of Texas for such selections and fee negotiations. TCPN job order contracting program will follow the Texas State Statutes, as applicable, for the requirement of and selection for A/E services as of the date of this contract. Where possible design services will be approved by the client member's engineer or architect. If the client member does not have these services on staff or under direct contract, then the client member must make the selection per state law. TCPN reserves the right to modify this section per future changes or clarifications in the code or statutes.

The scope of service in this RFP **does not include** services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architectural and professional engineering services.

AIA master text specifications or client member approved equivalent and all applicable local, state and national codes will apply to work done under this contract.

TCPN will receive **3% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty days of the invoice date.

TCPN encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements

and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.

It is the intent of TCPN to award these contracts without discussion. If at the sole discretion of TCPN the coefficients for a SOW are not competitive, TCPN reserves the right to conduct discussions and negotiations with the successful offerors. If in the opinion of TCPN these negotiations have failed, TCPN will cease negotiations with that offeror and begin negotiations with the second best offeror for that RC.

TCPN will provide some oversight in assisting both the client members and the contractors in the marketing to the client members, training (education), and provide at a minimum an annual audit and review of each of the contractors programs. This service will be paid for out of the 3% fee paid to TCPN program by each contractor. TCPN will not market or sell directly for contractors.

Any delivery order over \$2,000,000 must be approved by TCPN, prior to accepting, in order to determine if it is "JOCable" project – that is, if the project constitutes maintenance, repair, alteration, renovation, remediation, or minor construction of a facility, the work is of a recurring nature but the delivery times are indefinite, and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks, in accordance with Texas Government Code Section 2267.403 In accordance with Texas Government Code Section 2267.403(c), the governing body of the TCPN governmental entity member shall approve each job, task, or purchase order that exceeds \$500,000 or meets that states statutes.

RS Means will be the unit price book for this contract using the RS Means right hand column ("Total Inc. O & P") and the most recent edition including any quarterly updates provided. All line items provided in DO proposals are to be carried out to RS Means 12-digit line number. Contractors at their expense will make copies of the UPB available to the client member upon request via electronic or printed media. Cost Works is the preferred software for preparing line item estimates.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving a explanation as to the special need. One example would be a dedicated onsite safety officer and/or a delivery order manager and/or superintendent at all times during construction. Unless this is a very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, four percent TCPN management fee, final site cleanup and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

The following line items from division one sections/subsections will be allowed under this contract for inclusion: Subsection 01 21 53. (Factors Allowance) minus 01 21 50 2000 and 01 21 53.50 2050 "shift work". Sections 01 54 thru 01 93 minus 01 54 39.70 xxxx (Small Tools) and 01 74 13.20 subsections 0010 thru 0040. If any allowable factors are applied to any line items in a DO price proposal, those affected line items shall be clearly identified with associated percentages. Any line items or entries from "Crews" Section of the UPB will not be allowed. It should be remembered that much of division one will be opened subject to special

project conditions on a case by case or client basis. However, if there are any exceptions to these DO pricing restrictions, as allowed through specific, case-by-case the contractor must make it clear to the client member that an exception is being requested and proper approval will be documented from the client member in the line item estimate.

EXAMPLE; using sample figures from a job order proposal the total cost with all of the adjustments would be as follows;

Total of divisional line items based on the quantities and unit prices from the UPB including the OH&P column =	\$500,000.00
City cost index	0.91 adjusted = \$455,000.00
Bid Coefficient	0.82 adjusted = \$373,000.00
Premium Hours.	n/a
Davis Bacon.	n/a
TOTAL COST (as adjusted)	\$373,000.00

This contract will have an initial base contract period from the signing date for one year. TCPN may at its sole discretion award up to 4 additional option periods of one year each. These options would be renewed on an annual basis with TCPN notifying in writing each contractor 90 days in advance of contract expiration whether TCPN intends to exercise the next one year option period. If the contractor does not wish to renew, TCPN must be notified within 14 days after receiving the written notice.

Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by TCPN.

This solicitation is a "best value" solicitation for TCPN making the award. The primary selection criteria will be stated in the RFP document and assigned the appropriate weight.

Awards will be made to those contractors who score highest in the stated categories by point total. Coefficients will be evaluated within the context of the points presented in the evaluation criteria as one of the key areas reviewed and evaluated by the selection committee. It should be noted that the contractors proposed coefficient must be less than 1.0 and rounded to a whole percentage (two places) or it will deemed to be non-responsive.

TCPN reserves the right to award based upon best value, reject any or all of the proposals in whole or in part, and to waive any format or technical irregularities, and omissions, if in its sole judgment meets the best interests of TCPN and its client members. TCPN intends to award these contracts without discussions, but reserves the right to conduct oral interviews (discussions) or presentations as required to select the best value contractor and/or obtain competitive pricing.

Performance bonds will be required on all Job Orders over \$100,000 as an addendum to the purchase order.

The complete RFP, as well as the proposal of the successful offerors, along with agreed upon and negotiated points will be incorporated by reference into the contract and the contractor will be bound by the terms thereof.

Texas law requires that public works over \$8,000.00 be conducted under the supervision of an engineer and over \$100,000.00 with an architect or as meets that states requirements.

Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

In estimating delivery orders the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door frame, hinges and screws which will unnecessarily drive up the cost to the client member. This should be avoided and will be looked for during the audit cycle.

List any other cooperative contracts you currently have, discounts (coefficient), expiration date and state whether you will equal or better the pricing in the contract.

## **SCOPE OF SERVICES**

### **Indefinite Quantity construction contract – general information.**

#### **A. CONDITIONS AFFECTING THE WORK**

The supplier is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or its costs. Any failure by the supplier to have done so does not relieve the supplier from responsibility for successfully performing the work without additional expense to the Participating Entity. The Participating Entity assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents before execution of this contract, unless such understanding or representations by the Participating Entity are expressly stated in the contract.

#### **B. RECORD “AS BUILT” DRAWINGS**

Throughout the progress of the work, the contractor must keep a master set of prints on the job site, on which is kept a complete, careful and neat record of all deviations from the contract drawings made during the course of the work.

Upon completion of construction, the “as built” prints must be certified as to their correctness by the signature of the contractor and turned over to the owner of record for use in preparing a permanent set of “as built” drawings within thirty (30) calendar days after completion of construction.

In addition to reproducible submissions, the contractor should submit a CADD system (when requested) electronic file for these “as built” documents prepared with a CADD system compatible with the Participating Entity CADD system identified by the Participant’s Contracting Officer. The Participating Entity reserves the right to review “as built” documents at any time during the contract period. Costs associated with the preparation and completion of the “as built” drawings shall be part of the contractor’s overhead and coefficient.

#### **C. SAMPLES**

After contract award, the supplier must furnish samples required by the specifications or by the Participant’s Contracting Officer, for the Participant’s Contracting Officer’s approval. They must be delivered to the Participant’s Contracting Officer or to the architect as specified or as directed. The supplier must prepay all shipping charges on samples. Materials or equipment for which samples are required may not be used in the work until the Participant’s Contracting Officer approves them in writing.

Each sample must be labeled to show:

1. Name of project building or facility, project title, work order number and contract number;

2. Name of supplier and (if appropriate) subcontractor;
3. Identification of material or equipment, with specification requirement;
4. Place of origin; and
5. Name of producer and brand (if any).
  - a. Samples of finish materials must have additional markings that will identify them under the finish schedules.
  - b. The supplier must mail under separate cover a letter, in triplicate, submitting each shipment of samples and containing the information required in paragraphs b and c above. The supplier must also enclose a copy of that letter with the shipment and send a copy to the Participant's Contracting Officer on the project. Approval of a sample is only for the characteristics or use named in the approval and may not be construed to change or modify any contract requirement. Substitutions are not permitted unless approved in writing by the Participant's Contracting Officer.
  - c. Approved samples not destroyed in testing will be sent to the Participant's Contracting Officer at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work must match the approved samples. Samples not destroyed in testing and not approved will be returned at the supplier's expense if the supplier so requests at the time of submission. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of same brand or make of that material. The TCPN Participant reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service.
  - d. Samples of materials or equipment delivered on the site or in place may be taken by the Participant's Contracting Officer for testing. Failure of a sample to meet contract requirements may automatically void previous approvals of the item tested. The supplier must replace materials or equipment found not to have met contract requirements, or there will be a proper adjustment of the contract price as determined by the Participant's Contracting Officer. Except as otherwise specified, if tests are called for in the specifications, the supplier must pay all costs of these tests. When tests are not specifically called for in the specifications but are required by the Participant's Contracting Officer, the Participant's Contracting Officer will pay all costs of the tests and related engineering services unless the tests indicate that the workmanship or materials used by the supplier are not in conformance with drawings, specifications, approved shop drawings, or the approved materials. In this event, the supplier must pay for the tests, remove all work and material failing to conform, and replace with work and materials in full conformity. All tests pertaining to physical or chemical properties of materials must be made in a laboratory approved by the Participant's Contracting Officer.

**D. REQUIREMENTS FOR VERIFICATION OF MEASUREMENTS/ON SITE DOCUMENTS**

- a. The contractor must keep at the site copies of the scope of work and all drawings and specifications related to the work order and must at all times give the Participant's Contracting Officer and designated representative access to them.
- b. When the word "similar" appears on the drawings or the scope of work, it has a general meaning and must not be interpreted as meaning identical, and all details must be worked out in relation to their location and connection with other parts of the work.
- c. In case of discrepancy either in figures, scope of work, drawings, or specifications the matter must be promptly submitted to the Participant's Contracting Officer, who will promptly make determination in writing. Any adjustment by the contractor without such a determination will be at the contractor's own risk and expense. The Participant's Contracting Officer must furnish from time to time such detailed drawings and other information as may be necessary.

- d. The contractor must verify all dimensions shown of existing work, and all dimensions required for work that is to connect with work now in place, by actual measurement of the existing work. Any discrepancies between the scope of work or the contract requirements and the existing conditions must be referred to the Participant's Contracting Officer before the Price Proposal is submitted by the contractor.

#### **E. Tools and Equipment**

Tools will remain the property of the contractor, unless other arrangements are made. Tools should be secured at the end of each work day by the contractor. All tools shall be removed from the jobsite at the end of the work.

#### **F. NOTICE OF DELAY**

Immediately upon becoming aware of any difficulties that might delay deliveries impacting schedules under this contract, the contractor must notify the Participant's Contracting Officer in writing. The notification must identify the difficulties, the reasons for them, and the estimated period of delay anticipated. Failure to give notice will preclude later consideration of any request for an extension of contract time

#### **G. SUSPENSIONS AND DELAYS**

- a. If the performance of all or any part of the work under this contract is suspended, delayed, or interrupted by:
  1. An order or act of the Participant's Contracting Officer in administering this contract; or
  2. By a failure of the Participant's Contracting Officer to act within the time specified in a Work Order— or within a reasonable time if not specified — an adjustment will be made for any increase in the cost of performance of the Work Order caused by the delay or interruption (including the costs incurred during any suspension or interruption). An adjustment will also be made in the delivery or performance dates and any other contractual term or condition affected by the suspension, delay, or interruption. However, no adjustment may be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the supplier, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- b. A claim under this clause will not be allowed:
  1. For any costs incurred more than 20 days before the supplier has notified the Contracting Officer in writing of the act or failure to act involved; and
  2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

#### **H. EXCUSABLE DELAYS**

- a. Except with respect to defaults of subcontractors, the supplier will not be in default by reason of any failure in performing a work order under this contract in accordance with its terms (including any failure by the supplier to make progress in the prosecution of the work that endangers performance) if the failure arises out of causes beyond the control and without the fault or negligence of the supplier. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity or of the TCPN Participant in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the supplier. Under these conditions a contractor may receive an adjustment in the contract completion time only.
- b. If failure to perform is caused by the failure of a subcontractor to perform or make progress and arises out of causes beyond the control of both the supplier and



subcontractor, and without the fault or negligence of either of them, the supplier will not be deemed to be in default, unless:

1. The supplies or services to be furnished by the subcontractor are obtainable from other sources;
  2. The Participant's Contracting Officer orders the supplier in writing to procure the supplies or services from other sources; and
  3. The supplier fails to comply reasonably with the order.
- c. Upon request of the supplier, the Participant's Contracting Officer shall ascertain the facts and extent of failure, and if the Participant's Contracting Officer determines that any failure to perform was occasioned by any of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Participant's Contracting Officer under any termination clause included in this contract.
- d. As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

#### **I. CONSTRUCTION PROGRESS CHART**

- a. When requested by the Participant's Contracting Officer, within 5 days after receiving the work order, the contractor must prepare and submit to the Participant's Contracting Officer for approval six copies of a practical progress chart. The chart must show the principal categories of work, corresponding with those used in the breakdown on which progress payments are based, the order in which the contractor proposes to carry on the work, the date on which it will start each category of work, and the contemplated dates for completion. The chart must be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. At the end of each progress payment period, or at such intervals as directed by the Participant's Contracting Officer, the contractor must
- (1) Adjust the chart to reflect any changes in the Scope of Work of the Work Order, completion time, or both, as approved by the Participant's Contracting Officer
  - (2) Enter on the chart the total percentage of work actually in place; and
  - (3) Submit three copies of the adjusted chart to the Participant's Contracting Officer.
- b. If in the opinion of the Participant's Contracting Officer the work actually in place falls behind that scheduled, the contractor must take such action as necessary to improve progress. The Participant's Contracting Officer may require the contractor to submit a revised chart demonstrating its program and proposed plan to make up the lag in scheduled progress and to ensure completion of work within the Work Order completion time. If the Contracting Officer finds the proposed plan unacceptable, the contractor may be required to submit a new plan. If a satisfactory plan is not agreed upon, the Participant's Contracting Officer may require the contractor to increase the work force, accelerate the planned construction volume, increase assigned construction equipment, or the number of work shifts, without additional cost to the TCPN Participant.
- c. Failure of the contractor to comply with these requirements will be considered grounds for a determination by the Participant's Contracting Officer that the contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified.
- d. Notify TCPN of monthly progress payments and any deficiencies as defined in this section.

#### **J. WORK ORDER**

- a. As projects are identified the contractor will participate in a Joint Scope Meeting at which time a scope of work for the individual project(s) will be explained to the contractor and the contractor will be provided an opportunity to ask questions and inspect the site. TCPN Participant will then prepare a Scope of Work and issue a Request for Proposal to the contractor. The contractor will prepare a Price Proposal Package for the project including, among other items, a Price Proposal and schedule. TCPN participant will review the Price

- Proposal Package and may request changes. Once an acceptable Price Proposal Package has been submitted, TCPN Participant may issue a Work Order for the project.
- b. Work Order proposals may include additional items within the scope of this proposal and the contractor's response.
  - c. Each individual Work Order may be limited to work at a single facility, and will describe the extent of work or services to be performed. Descriptions may be written, by sketch or by drawing. Each Work Order will give the location where work is to be performed, state whether work may be performed during regular working hours.
  - d. A separate Work Order may be issued for each project. A Work Order will contain a Scope of Work, the Project Completion Time, and the price to be paid for the work. Each Work Order issued under this contract will be itself a Firm Fixed Price contract for the completion of the Scope of Work. The contractor shall perform the Scope of Work within the Project Completion Time and for the fixed price of the Work Order.  
Adjustments - Since each Work Order is a Firm Fixed Price contract, there will be no adjustments, except when the additions or deletions to the scope of work are required. This is accomplished with the issuance of a modification to the work order by the contracting officer. This also would include where differing site conditions are found.
  - e. No work will be performed until a written Work Order has been signed by the contractor and the Participant's Contracting Officer and received by the contractor. Any work performed under a Work Order before the contractor's receipt of the written Work Order is at the contractor's risk.
  - f. Under emergency conditions, a portion of the Scope of Work may be issued orally by the Participant's Contracting Officer. The Participant's Contracting Officer confirming the oral order will issue a written Work Order within ten days.
  - g. The date for commencing work will be stated on each Work Order issued. Upon commencing work, the contractor will proceed diligently toward contract completion. Any delay in the work beyond the contractor's control, must be reported to the Contracting Officer or a designated representative, immediately.
  - h. The contractor is required to perform all work under a Work Order which has been issued and received before the expiration date of this contract. If the Work Order is not received by the contractor before the expiration date of this contract, the Work Order will be considered cancelled. Work Orders sent in the last 30 days of a contract period should be sent "Return Receipt Requested". Any Work Order issued during the effective period of this contract and not completed before the expiration date of this contract must be completed within the Project Completion Time in the Work Order, and the rights and obligations of the contractor and TCPN Participant with respect to the Work Order will be the same as if the Work Order were completed during the effective period of this contract.
  - i. The TCPN Participant reserves the right to reject a Price Proposal or cancel a project for any reason. The TCPN Participant also reserves the right not to issue a work order if that is determined to be in its best interest. The TCPN Participant may accomplish such work by any other means or not at all. The contractor shall not recover any costs arising out of or related to the development of the work order including but not limited to the costs to review the Scope of Work or prepare a Price Proposal (including incidental architectural and engineering)
  - j. Where any reference is made herein to "the contract", or to "contract work", the meaning applies to each Work Order individually and collectively.

#### **K. BUILDING CODES, FEES, AND CHARGES**

- a. The supplier must comply with all state and local building code requirements unless otherwise specifically provided.
- b. The supplier must pay all fees and charges for connections to outside services and for use of property outside the site.

#### **L. HEAT**

Unless otherwise specified, or unless directed otherwise by the Participant's Contracting Officer, the supplier must:

- a. Provide heat as necessary to protect all work materials and equipment against injury from dampness and cold;
- b. Protect, cover, and/or heat, as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit in the concrete during the placing, setting, and curing of concrete, and in the plaster during the application, setting, and curing of plaster; and
- c. Provide heat as necessary to produce in the area where the work is to be done a temperature of not less than 70 degrees Fahrenheit for the period beginning 10 days before the placing of interior finishes and finish materials and continuing until completion of beneficial occupancy of the area.

#### **M. DEBRIS AND CLEANUP**

- a. On a daily basis during the progress of the work, the supplier must remove and dispose of the resultant dirt and debris and keep the premises clean.
- b. The supplier will, upon completion of the work, remove all construction equipment and surplus materials (except materials or equipment that are to remain at the TCPN Participant's property as provided by this contract), and leave the premises in a clean, neat, and orderly condition satisfactory to the Participant's Contracting Officer.

#### **N. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided, all equipment and materials incorporated in the work must be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, or catalog number establishes a standard of quality only. The supplier may substitute any equipment, material, or process that the Participant's Contracting Officer finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the supplier must furnish the Participant's Contracting Officer the manufacturer's name, the model number, and other identifying data and information regarding the nature and performance of the proposed substitute. If requested by the Participant's Contracting Officer, samples must be submitted for approval at the supplier's expense, shipping charges prepaid. Materials or processes substituted without approval may be rejected
- b. In the event of substitution in accordance with paragraph "a" above, the supplier must furnish to the Participant's Contracting Officer for approval the manufacturer's name, the model number, and any other relevant information on the performance, capacity, nature, and rating of equipment or materials proposed for substitution.
- c. The supplier must obtain the Participant's Contracting Officer's approval of the machinery and mechanical equipment incorporated into the work. The supplier must submit samples of all materials and equipment as directed by the Participant's Contracting Officer or as required by the specifications.
- d. All work must be performed in a skillful and workmanlike manner. The Participant's Contracting Officer may, in writing, require the supplier to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

#### **O. DISALLOWANCE OF COSTS**

- a. The Participant's Contracting Officer may at any time issue the supplier a written notice of intent to disallow specified costs under this contract that have been determined not to be allowable under the contract terms.
- b. The supplier may, after receiving a notice of intent to disallow costs, submit a written response to the Participant's Contracting Officer, with justification for allowance of the costs. If the supplier does respond within 60 days, the Participant's Contracting Officer

will, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

#### **P. CHANGES (CONSTRUCTION)**

- a. The Participant's Contracting Officer may at any time, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
  1. In the specifications (including drawings and designs);
  2. In the method or manner of performance of the work; or
  3. Directing acceleration in the performance of the work.
- b. Any other written or oral order (which, as used in this paragraph b, includes direction, instruction, interpretation, or determination) from the Participant's Contracting Officer that causes a change will be treated as a change order only if the supplier gives the contracting officer written notice stating
  - (1) the date, circumstances, and source of the order and
  - (2) that the supplier regards the order as a change order. This notification must be delivered to the contracting officer within 30 days of receipt of the change order.
- c. If any change under this clause causes an increase or decrease in the supplier's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, the Participant's Contracting Officer will make an equitable adjustment and modify the contract in writing.

#### **Q. TERMINATION FOR CONVENIENCE OR DEFAULT**

- a. Performance under this contract may be terminated by TCPN or the individual TCPN Participating Entity in whole or in part whenever:
  - (1) The supplier defaults in performing this contract (including in the term "default" any refusal or failure to prosecute the work diligently enough to ensure its completion within the time specified or any extension), and fails to cure the default within 10 days (or a longer period as the contracting officer may allow) after receipt from the Participant's Contracting Officer of a notice specifying the default; or
  - (2) The contracting officer determines that termination is in the best interests of TCPN and its Participants and the interest of the Participating Entity. A termination may be effected by delivery to the supplier of a notice of termination specifying whether the termination is for default or for the convenience, the extent of work terminated, and the effective date of the termination. If, after notice of termination for default under subparagraph a.1 above, it is determined that the supplier was not in default or that the delay was excusable, the notice of termination will be deemed to have been issued for convenience.
- b. Upon receipt of a notice of termination, unless otherwise directed by the Participant's Contracting Officer, the supplier must take the following actions:
  - (1) Stop work under the contract to the extent specified in the notice
  - (2) Place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the un-terminated work.
  - (3) Terminate all orders and subcontracts to the extent that they relate to the work terminated.
  - (4) Assign to the Participating Entity, as directed by the Participant's Contracting Officer, all right, title, and interest of the supplier under the orders and subcontracts terminated. The Participating Entity has the right, in its discretion, to settle or pay claims arising out of these terminations.
  - (5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the Participant's Contracting Officer. The Participant's Contracting Officer's decision is final for the purposes of this clause.
  - (6) Transfer title to the Participating Entity and deliver as directed by the Participant's Contracting Officer:

- (a) Work in process, completed work, and other material produced as a part of or acquired for the work terminated; and
  - (b) The completed or partially plans, drawings, information, and other property that, if the contract had been completed, would have been furnished to the Participating Entity.
- (7) Use its best efforts to sell as directed by the Participant's Contracting Officer any property of the types referred to in subparagraph b.6 above, provided that the supplier may acquire property under the conditions prescribed and at prices approved by the contracting officer, and the proceeds of any such transfer will be applied in reduction of any payments to be made by the Participating Entity to the supplier, or be credited to the price or cost of the work covered by this contract or paid in any manner directed by the Participant's Contracting Officer.
- (8) Complete performance of the work not terminated.
- (9) Take any action that may be necessary, or that the Participant's Contracting Officer may direct, for protecting and preserving any property related to this contract that is in the possession of this supplier and in which the Participating Entity has or may acquire an interest.
- c. At any time, the supplier may submit to the Participant's Contracting Officer a list, certified as to quantity and quality, of termination inventory not disposed of and may request the Participating Entity to remove inventory items or enter into a storage agreement covering them. Not later than 15 days after receiving this request, the Participating Entity will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the contracting officer upon removal of the items or, if the items are stored, within 45 days after submission of the list.
- d. After termination, the supplier must submit to the Participant's Contracting Officer a termination claim in the form and with the certification prescribed by the Participant's Contracting Officer. The claim must be submitted promptly, but in no event more than 180 days after the effective date of termination, unless an extension in writing is granted by the Participant's Contracting Officer. However, if the Participant's Contracting Officer determines that the facts justify such action, any termination claim may be received and acted upon at any time after the 180-day period. Upon failure of the supplier to submit a termination claim within the time allowed, the contracting officer may determine, on the basis of information available, the amount, if any, due the supplier by reason of the termination and will pay that amount.
- e. Subject to the provision of paragraph d above, the supplier and the Participant's Contracting Officer may agree upon the whole or any part of the amount to be paid (including and allowance for the fee) to the supplier by reason of the termination.
- f. If the supplier and the Participant's Contracting Officer fail to agree on the amount with respect to cost or fee, the contracting officer will determine, on the basis of information available, the amount, if any, due the supplier and pay the supplier as follows:
  - (1) If the settlement includes cost and fee:
    - (a) All costs and expenses reimbursable in accordance with this contract, not previously paid to the supplier and such as may continue for a reasonable time after termination;
    - (b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders;
    - (c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims, together with reasonable storage, transportation, and other costs incurred in connection with protecting or disposing of the inventory (however, if the termination is for default, there must not be included any amount for the preparation of the supplier's settlement proposal); and
    - (d) A portion of the fee payable under the contract, determined as follows:

- (i) In the event of termination for convenience, a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, but exclusive of subcontract effort included in subcontractor's termination claims, less fee payments previously made; or
  - (ii) In the event of termination for default, that proportionate part of the fee (or, if this contract calls for articles of different types, of such part of the fee as is reasonably allocable to the type of article under consideration) as the total number of articles accepted bears to the total number of articles of a like kind called for by this contract. If the amount determined under this subparagraph
  - (iii) is less than the total payment already made to the supplier, the supplier must repay to the Participating Entity the excess.
- (2) If the settlement includes only the fee, its amount will be determined in accordance with f.1(d) above.

## **R. INSPECTION AND ACCEPTANCE**

TCPN Participant inspection and testing of materials and workmanship will be made at reasonable times at the site of the work or off the site as the Participant's Contracting Officer may direct. The Participant's Contracting Officer's decision is conclusive as to whether the material involved conforms to the contract requirements. Off-site inspection or testing does not relieve the contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Participating Entity after acceptance of the completed work under the terms of this agreement.

- a. The contractor must, without charge, replace any material or correct any workmanship found by the Participating Entity not to conform to the contract requirements, unless the Participating Entity consents to accept such material or workmanship with an appropriate adjustment in contract price. The contractor must promptly segregate and remove rejected material from the premises.
- b. If the contractor does not promptly replace rejected material or correct rejected workmanship, the Participating Entity may, by contract or otherwise, replace or correct it and charge the cost to the contractor.

## **S. PROJECT CLOSEOUT**

Unless specified for an earlier date elsewhere in this contract, the contractor must process all documents for each work order, changes, claim submissions, complete all project closeout items, and submit a final report certifying that this action has been taken not later than six months from the date of facility acceptance

## **INDEFINITE QUANTITY – INTERLOCAL AGREEMENT**

TCPN intends to allow its client members through inter-local or inter-governmental agreements to access these job order contracts. These contracts will be fixed unit priced indefinite delivery, indefinite quantity (IDIQ) contracts for construction and facilities services on an as-needed basis as required by TCPN client members. These construction services include minor construction, repair, rehabilitation, or alterations of a facility.

Work would be accomplished via a request from the contractor for a job order proposal based upon the general scope provided by the client member.

The specific scope of work for each job order shall be determined in advance and in writing between TCPN Client Member and the Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and

awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **CONTRACT AND DOCUMENTS**

The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TCPN contract, TCPN, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB), as described in "definitions" will be the current edition of RS Means Facilities Construction Cost Data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments which have been issued.

## **PROJECT DELIVERY ORDER PROCEDURES**

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to the TCPN business manager to complete the contracting and inter-local requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and the client member.

## **SCHEDULING OF PROJECTS**

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line item estimate and approved JOB Order proposal. For large projects a Construction Project Manager (CPM) schedule should be included with the proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have

been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

## **ASSOCIATED PROJECT SUPPORT REQUIREMENTS**

This will consist of the following points. (1) The contractor shall remove movable desks and furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the client member.

If there is a dispute between the contractor and client, TCPN or its representatives will assist in conflict resolution or third party(mandatory mediation), if requested by either party.

TCPN or its representative reserves the right to inspect any project and audit the contractors JOC project files, documentation and correspondence.

The contractor will provide to his project offices with minimal down time (24 hours service calls) and a computer system with applicable software including Microsoft office, JOC project estimating software (Cost Works) such as **RS Means current edition** with quarterly updates. This software shall be compatible with currently utilized edition of RS Means. These programs may not be altered in any form or manner by the contractor. Updates of quarterly RS Means software or revised yearly editions will be allowed. Each job order proposal submitted to the client member will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The print-out will contain all of the unit price book items, quantities, pricing and total cost.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibility. Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the contractor will make arrangements for portable toilets.

## **SAFETY/ENVIRONMENTAL PLAN**

The contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.



## **QUALITY ASSURANCE/QUALITY CONTROL PROGRAM**

The contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the client members staff.

## **SUBCONTRACTING PLAN**

The contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards. This will include a subcontractors log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the JOC contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how will your company attract these firms? How your company will institute a prompt payment plan upon completion and acceptance of their work and how progress payments will be made to subcontractors on long term job orders?

## **PROJECT GENERAL MANAGER AND KEY STAFF**

The contractors PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and be versed in JOC or have attended a course in JOC. He should understand the contractual nature of JOC versus hard bid contracts and change notices. TCPN shall be notified in advance of any substitution or removal or replacement of key personnel, and reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. TCPN reserves the right to request the removal of contractor's staff members, if in its sole judgment, it is deemed to be in the best interest of TCPN and its members (see page 36).

## **PROJECT GENERAL MANAGER & KEY PERSONNEL**

The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with TCPN and his company's team (including subcontractors) and the JOC TCPN client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the JOC program to include marketing, communication, business practices, subcontractors, and teaming.

The PGM should show experience in scheduling and critical path analysis. He should show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member. The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors

and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.

In all cases, the PGM should show a willingness to explain each line item estimate to the client member in a team concept. The PGM should be considering cost saving measures as well as the client's budget constraints in making recommendations.

- Resume and review the one page PGM overview of the JOC program and the opportunities that the program presents.
- Three reference clients (preferably schools and other public agencies) and/ or subcontractors for each.
- JOC experience OJT or a JOC course.
- Experience with Texas ISDs and other public agencies (are they the same as the references?)
- Resumes for the other team members; (How long have they been with this firm?)
- Marketing manager, what experience in marketing and with TCPN client members? ISDs, cities, counties, & etc? What success has he had in the past what and how was he successful?
- Business manager, do they have the experience and multi-tasking skills required for JOC.
- Quality Assurance/Quality Control Manager how will he implement the program and over a broad geographic area?
- Safety/Environmental officer, has he had the requisite OSHA training?
- Estimators/delivery/task order manager/s, have they had JOC experience? Have they had a course in JOC estimating? What is their general construction experienced?
- If the Contractor has submitted on two separate regional contracts as prime, are the key personnel the same for each region?

## **CORPORATE RESOURCES AND COMMITMENTS**

Corporate resources and commitments are important as an indicator of the commitment and ultimate success of the proposing company to the JOC program.

### Function

- Has a corporate officer been assigned to the program? Does he understand his role in providing the corporate resources necessary for the program? Has the PGM been empowered by corporate to make immediate decisions in support of the program or is it a bureaucratic, slow and cumbersome process.
- Does corporate understand the need for prompt payment of subcontractors? Do they understand the difference in management between JOC and hard bid estimating and the need to negotiate job orders with the client members?
- Does the company have orderly business procedures and a business manager assigned to this program that will conform to JOC?  
Have they made a commitment to work with small and disadvantaged businesses within the local community? Does the company have a working Quality Assurance /Quality Control program in place?
- Has the company committed the people long term to this program for continuity? Do they understand the right of TCPN to approve any proposed changes in key personnel?

## **WARRANTY/GUARANTEE:**

All products purchased under this contract shall be **NEW** and free from defects. The awarded vendors shall have sole control of the defense of any action on claims and all negotiations for its settlement or compromise.

**Supplementary catalogs and information:** Provide any supplementary information or an appendix your company wishes to attach that clarifies the answers to the previous questions. Please tab each specific section and reference these back to the table of contents for easier reading. This includes labor rates and markup fees for equipment.

**Warranty Information:** Provide answers to the following questions from which information will be utilized should your company be selected.

1. Do you offer extended parts and labor warranties? If yes, state length of warranty.
2. Please give examples of school districts where your company has extended labor warranties. Include length of these warranties.
3. If your product is defective, what is the replacement process and turnaround?
4. Is warranty coverage dependent on any specific requirements?
5. Who performs your start-up procedure?
6. What is your standard warranty on materials?
7. What is your standard warranty on installation?
8. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
9. State whether your company provides a quality guarantee on their product/service. If so, please describe.
10. State your insurance provider(s) and your company's level of coverage.

## **Certificates:**

1. Briefly summarize your company's QC/QA program.
2. Has your company received environmental and/or social awards or recognition? If so, briefly describe.
3. Note any current litigation in which your company is involved.
4. Describe any quality awards or quality certificates that your company has achieved. Please provide supporting documentation and background information about these awards and/or certificates.
5. Describe the involvement and amount of input of staff level employees are in your company's quality training incentive and safety programs.
6. Describe your procedures to monitor the quality of your customer service and products.
7. Provide all licensing certificates such as contractor licenses.

## **General Items Dealing with Construction Projects**

1. Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the contract document.
2. The TCPN member agency retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through TCPN as allowed in the agreement.
3. A schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor. Monthly progress reports must be given to the TCPN member by the prime contractor. The specifics of what is reported should be described in the contract.

4. Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control prior to the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation.
5. If the offeror intends to use an outside firm to administer, supervise and/or act as their designated representative in providing goods/services covered by this solicitation, the offeror must list these firms in their response. This information must include the firm's name, address, contact information, licenses and/or certifications held and the type of relationship they hold with the offeror. After an award is made, if the offeror finds it necessary to subcontract or to change subcontractors for any reason, the offeror must first obtain permission of the TCPN member.
6. If applicable, the offeror may offer extended warranties and/or maintenance agreements at an additional cost to the TCPN Member Agencies. The extended warrantee maintenance contract if offered must be submitted as a separate line item.
7. As part of the project cost, the offeror must be willing and able to provide on-site training for TCPN Member's Agency's designated staff on the proper operation, maintenance and care of the products offered. This training will be arranged as part of the project close out.
8. Quality Control Issues
  - a. During the course of the contract, the member institution's contact person may secure samples, according to construction industry standards, guidelines or industry standards, of materials being used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.
  - b. Should test results prove that a material is not equal to or better than specified, the offeror will pay for the tests. The offeror will also pay all costs incurred to replace, remove and dispose of non-compliant materials.
  - c. Should test results prove that materials tested were equal to specified material, the offeror shall be notified of the results and the owner shall pay the cost.
  - d. Upon completion of the project, the offeror shall deliver to the owner all associated as-built drawings, warranties and owner's manuals/instructions.

### **Manufacturer's Representative**

Dealers, distributors or installers submitting a response to this solicitation for products requested herein or as a manufacturer's representative must include with their response documented evidence from or between them and the manufacturer certifying that the offeror is a bona fide manufacturer's agent for the specific products or services proposed. The offeror is qualified and experienced to assess existing conditions, develop and submit manufacturer acceptable solutions for the product lines offered. The manufacturer will support, review and issue their guarantee on the work performed and products provided. The offeror has a good track record with their product. Should the offeror fail to satisfactorily fulfill any obligations established as a result of completing a project using their products/system under contract as a result of this solicitation, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide representatives for the balance of the obligations.

**Offeror's Price List:** The offeror normally provides copies of price lists that clearly state and identify all products and services offered within each category or lot with their associated costs and the discount, and it is understood that some of the products and services herein can be done that way. However, because the scope of work covered by the categories or lots may require site preparation or other construction related products or services be provided prior to installing of the proposed seating and surfaces, the TCPN members have selected "R.S. Means", a nationally accepted costing method, to be used to determine the cost of those items not covered by a nationally published price list.

**Payment Retention, Progress Payments:** Individual TCPN states may have regulations and laws that govern payment retention and progress payments for public projects. The offeror is responsible for being acquainted with and complying with each state's requirements.

1. Final payment of a contract, for which progress payments have been made, will not be made until project is totally completed (including punch list items), and the final application for payment is approved and signed by the TCPN member and/or their representative.
2. If the member institution and the offeror agree to retainage or a substitute security, the agreement must be in full compliance with the individual state's requirements. If a substitute security or retainage is agreed upon by the parties, such agreement shall be part of the contract documents.

### **Prime Contractor**

Any firm, business and/or individual(s) who submits a response to this solicitation and is awarded a contract. The contractor will be considered a prime contractor to TCPN and TCPN will not enter into any agreements with a subcontractor. Any contractor paid directly by TCPN is a prime contractor. Any subcontractor performing under this Contract is contracted and paid by the prime contractor. Prime contractors using subcontractors must be willing, able and capable of obtaining, supervising and being responsible for any subcontractors required to perform and/or provide products and services offered herein.

### **Qualifications**

Includes any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, properly licensed to perform and do within the TCPN member states. The proposed products/services meet or exceed specifications specified herein and proposed pricing complies with state and local requirements. The evaluation of a respondent's qualifications shall be done in accordance with the criteria set forth herein, and the most recent edition of any relevant regulation, standard, document or code that shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement shall be utilized.

### **State Wage Rates**

Some of the TCPN member's states may have and require the contractors pay state wage rates. It is the offeror's responsibility to be acquainted with those state's Department of Labor's rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The offeror and any subcontractors shall pay all tradesmen and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

### **Categorical Responses**

1. Offeror should, through written narrative, clearly identify the type, kind, level of products and services it is proposing to provide TCPN members under the various lot(s) of this category. For each lot this shall include:
  - a. The manufacturer's name.
  - b. The various level of products offered from each.
  - c. Services offered and provided by each manufacturer.
  - d. The products and services to be offered by subcontractors.
2. Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:
  - a. List five (5) previous projects relating to this lot.
  - b. The general scope of work for each project.

- c. The manufacturer's product used for each project listed.
  - d. The total cost of each project.
  - e. The institution's name, address, phone number, contact person's name and title for each project.
  - f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.
3. Provide a brief narrative of three (3) projects that you have done for educational institutions, which through your evaluation of existing conditions and your input into the design, development and installation of the final solution, resulted in a high quality, cost efficient and better facility. For each project provide a brief narrative why you feel your input was most advantages to the final outcome.
  4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.

### **Categorical Definitions**

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TCPN member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

### **Categorical Cost Considerations**

1. The offeror must provide a complete listing of all products and services that it is proposing to offer under this category. All prices submitted must be broken out into supplies, materials, reimbursable and labor as separate line items, unless the item/service being priced is a per unit cost which includes labor, equipment and materials.
2. Offerors must base material and equipment prices submitted on a fixed discount off an MSRP or published price list. If a price list or MSRP is not available, then one of the established methods for pricing such items shall be utilized, that is, R.S. Means construction cost data book, custom items or sole source.
3. For labor costs, not covered by other methods, offerors must provide hourly rates. It is recommended that the offeror establish a base labor rate for each labor category and then specify a multiplier to obtain the rate for each state.
4. Price sheets, catalogs and/or other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this solicitation, the response documents must indicate the TCPN discount off the price sheet, catalog, etc.
5. When providing equipment costs, indicate an hourly, daily and weekly



## ***Tab 5—Categorical Responses—Question 1***

Offeror should, through written narrative, clearly identify the type, kind, level of products and services it is proposing to provide TCPN members under the various lot(s) of this category. For each lot this shall include:

- a. The manufacturer's name.
- b. The various level of products offered from each.
- c. Services offered and provided by each manufacturer.
- d. The products and services to be offered by subcontractors.

### **1. ASTROTURF NARRATIVE**

- a. **About AstroTurf:** AstroTurf, a wholly owned subsidiary of Textile Management Associates and a provider to the synthetic surfacing industry, including systems for synthetic turf, all weather running tracks and removable/portable athletic surfacing systems. As a subsidiary of Textile Management Associates, AstroTurf, along with sister TMA companies, provides the industry with one of the most vertically integrated offerings. AstroTurf, in conjunction with TMA subsidiary companies, are directly responsible for all of the following system components:
  - Primary backings for all or synthetic turf systems
  - Extrusion of several different PE and nylon fibers
  - Complete tufting operations
  - Manufacturing of soy based urethane material for secondary coatings
  - Application of all secondary coating systems
  - Texturizing of nylon rootzone fibers
  - Design and manufacture of all mechanicals for portable turf systems
- b. **AstroTurf's Product Line-up:** AstroTurf manufactures systems for the synthetic turf market and for the all-weather track market:

**Synthetic Turf Systems:** Our products are proven and incorporate the best components in the industry. We make our own fibers, including nylon (which only AstroTurf can knit), all our primary backings, and coatings; and we also use industry-best components where required, such as the patented XP fiber from Ten Cate (for heavy-use installations).



- ii. 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.
- iii. Our knitted nylon AstroTurf 12 system dominates the niche field hockey market;
- iv. Our unique *convertible systems* (Magic Carpet™II, Grasshopper™ and NexxField®) dominate the niche removable turf market.

### STANDARD TURF PRODUCTS

Product	Mfg Style	Face Yarn	Color	Face wt	Pile Ht	Primary	Secondary
Astroplay-38	Slitfilm	8000 d AT	Fieldgreen	38	2.25"	Tri-Composite	22PU
Astroplay-42	Slitfilm	8000 d AT	Fieldgreen	42	2.25"	Tri-Composite	22PU
Astroplay-48	Slitfilm	8000 d AT	Fieldgreen	48	2.25"	Tri-Composite	22PU
MTO-38	Omega	Omega mono	Field/lime	38	2.25"	Tri-Composite	26PU
MTO-42	Omega	Omega mono	Field/lime	42	2.25"	Tri-Composite	26PU
MTO-48	Omega	Omega mono	Field/lime	48	2.25"	Tri-Composite	26PU
Q44	Omega/XP8d	O-mono/ AT slit	Field/Lime	44	2.25"	Tri-Composite	26PU
Q444	Horseshoe/XP10d	H-mono/ XPE slit	Field/Lime	44	2.25"	Tri-Composite	26PU
Q44	Omega/XP8	O-mono/ AT slit	Field/Lime	44	2.25"	Tri-Composite	26PU
Q444	Horseshoe/XP10d	H-mono/ XPE slit	Field/Lime	44	2.25"	Tri-Composite	26PU

### PERFORMANCE TURF PRODUCTS

Product	Mfg Style	Face Yarn	Color	Face wt	Pile Ht	Primary	Secondary
XPE-38	TTC Slitfilm	10,000 d TTC	Field green	38	2.25"	Tri-Composite	22PU
XPE-42	TTC Slitfilm	10,000 denier	Field green	42	2.25"	Tri-Composite	22PU
XPE-48	TTC Slitfilm	10,000 denier	Field green	48	2.25"	Tri-Composite	22PU
3DX-52	TTC Slitfilm	10,000d TTC Slitfilm w/Polyton-thatch	Field green	52	2.0"	Tri-Composite	26PU
3DX-60	TTC Slitfilm	10,000d TTC Slitfilm w/Polyton-thatch	Field green	60	2.0"	Tri-Composite	26PU
3DH-52	Horseshoe	Horseshoe mono w/Polyton-thatch	Field/Lime	52	2.0"/1.875"*	Tri-Composite	26PU
3DH-60	Horseshoe	Horseshoe mono w/Polyton-thatch	Field/Lime	60	2.0"	Tri-Composite	26PU
3DXtreme-52	Xtreme	H-mono/TTC slit w/Polyton-thatch	Field/Lime	52	2.0"/1.875"*	Tri-Composite	26PU
3DXtreme-60	Xtreme	H-mono/TTC slit w/Polyton-thatch	Field/Lime	60	2.0	Tri-Composite	26PU
3DI-52	BBI-w/thatch	STR BBI w/Polyton- thatch	Red Clay, Brn & Tan	52	1.63"*	Tri-Composite	26PU
3DI-60	BBI-w/thatch	STR BBI w/Polyton-thatch	Red Clay, Brn & Tan	60	1.63"*	Tri-Composite	26PU
MTI-38	BBI- w/o thatch	STR BBI w/o thatch	Red Clay, Brn & Tan	38, 42 & 48	1.63"*	Tri-Composite	26PU

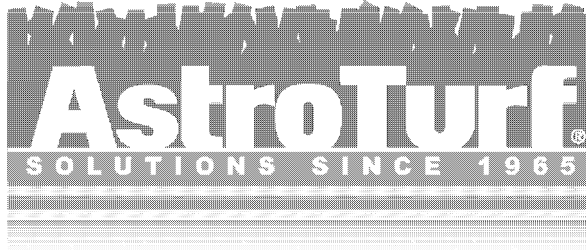
\*Baseball only





- c. **AstroTurf Services Offered:** AstroTurf offers a wide variety of products and services that enhance our synthetic turf and all weather track systems including:
- Design and Engineering services
  - Third Party Warranty Insurance covering clients up to \$5 million per project with a \$15 million dollar aggregate, and automatic annual renewal aggregate amount
  - Custom turf and track system design to fit specific site challenges and specific utilization requirements
  - Complete Maintenance programs that range from one time site visits to multi-year contracts with option for single or multiple visits per year
  - Complete line of maintenance equipment
  - Factory direct installation crews in the Coastal Atlantic region
  - A group of Factory Certified, independent installers dedicated to AstroTurf. These installers must send their crews to the factory to be certified and then recertified every other year, which ensures that they are always fully trained.
- d. **AstroTurf's Subcontracted Services:** AstroTurf has been responsible for several major projects as the General Contractor including the City of Orlando's Citrus Bowl, home of the Champs Bowl and Capital One Bowl; a multiple field project for West Texas A & M; Gwinnette Parks and James Madison University to name a few. As such we have provided all of, but not limited to, the following subcontracted services:
- Excavation & drainage
  - Porous stone base construction
  - Sports equipment installation, including goals, netting, track equipment etc
  - Concrete work including flat work and curbing
  - Asphalt work for all weather running tracks, runways, warning tracks and walkways
  - Fencing and seeding

In addition, to provide a wide variety of subcontracted site works related to sports construction, we have developed a network of strategic partners specializing in site work that encompass the United States, with locations in Boston, northern NJ, western PA, central North Carolina, south Florida, Kansas City, Dallas and San Francisco. These AstroTurf Team members are highly qualified site contractors and sports system installers with multiple years of experience and industry awards.



## ***Tab 5—Products/Services—Categorical Responses—Item 2 (Category 4: Synthetic Turf)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution 1: Corpus Christi ISD**

**Project Name: Cabaniss Field; Buc Stadium**

**General Scope of Work:**

**Input in design  
General Contractor  
Site Work, including electrical and water lines  
Installation of new synthetic turf fields and tracks**

**Product used: GameDay Grass 3D60H Synthetic Turf**

**Total cost of the project: \$4,218,870.50**

**Institution's contact information:**

<b>Institution name:</b>	<b>Corpus Christi ISD</b>
<b>Address:</b>	<b>801 Leopard Street Corpus Christi, TX 78408</b>
<b>Phone number:</b>	<b>361-878-4880</b>
<b>Contact person's name:</b>	<b>Brenda Marshall</b>
<b>Contact person's title:</b>	<b>Athletic Director</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

Corpus Christi Independent School District utilized AstroTurf's prior US Communities contract to purchase two fields for the school district. The first portion, Cabaniss Field, was constructed in 2010, and the second portion, Buc Stadium, was constructed in 2011. To ensure the school district's satisfaction, our sales rep for this project made himself available to the customer before, during, and after the completion of each phase of the project. Before the contract was issued, explained AstroTurf's history and reputation for excellence to the customer. He also got acquainted with the needs and wishes of the school district and helped them to select a product that would best suit their needs. To make the clients more comfortable with the family owned company, he escorted the district's Athletic Director, Assistant Athletic Director, and Engineer to our headquarters in Dalton, GA, so that they could better understand the AstroTurf family, products, and manufacturing methods. The sales rep's explanation of the advantages of co-operative purchasing and his assistance in securing a contract through US Communities were invaluable tools for securing the sale. Because Corpus Christi ISD had been educated about co-operative purchasing and our products, the district was confident that they would get the exact product that suited their needs, while paying a competitively determined price.

After the contracts were signed, our rep remained present throughout the project and remains so today. During construction, our project manager for these jobs suggested seeking a second engineering opinion on the soil stabilization, which ultimately saved the district \$120,000 on Buc Stadium alone.

The sales rep's deep-sales technique forged a relationship with the customer, and his extensive follow-up maintains this relationship. Being the point of contact, the sales rep kept the customer apprised of all developments with construction and installation of the fields. He also trained the end users on how to maintain and care for their purchases. Our area rep still keeps in frequent contact with the customers, stops by the facilities whenever he is in town, and catches up with Owners by taking them out to lunch. Corpus Christi ISD knows that they have true professionals to whom they can turn if they ever have a problem.



## ***Tab 5—Products/Services—Categorical Reponses—Item 2 (Category 4: Synthetic Turf)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

### **Institution 2: University of Maryland**

**Project Name: University of Maryland Field Hockey**

#### **General Scope of Work:**

**Demolition of existing facility**

**Installation of new Field Hockey Synthetic Turf**

**Product used: AstroTurf System 90 Synthetic Turf**

**Total cost of the project: \$752,500.00**

#### **Institution's contact information:**

<b>Institution name:</b>	<b>University of Maryland</b>
<b>Address:</b>	<b>2108 Mitchell Bldg College Park, MD 20742</b>
<b>Phone number:</b>	<b>301-314-3895</b>
<b>Contact person's name:</b>	<b>Missy Meharg</b>
<b>Contact person's title:</b>	<b>Field Hockey Head Coach</b>

#### **Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

The key to a successful project and satisfied customer begins with clear communication and extensive attention to detail before the sale. This must come from contractual knowledge and

must be communicated from the sales staff. The sales staff in this case understood the customer's needs and sport-specific expectations and performance requirements. In the case of the University of Maryland Field Hockey, installed in 2009, our sales staff worked closely with the Field Hockey coach to provide a strong product for a strong national program. After the customer selected their ideal product and upon demolition of the existing stadium, our season installers discovered an anomaly in the existing conditions that that required creative thinking and keen problem-solving. AstroTurf worked directly with the University's Field Hockey coach to address the issues and develop a solution that was highly satisfactory to all concerned.

After the sale and installation of the field hockey field was completed, our relationship with the customer was continued through regular visits to the facilities, telephone conversations, meetings on and off site, product performance reviews, and discussions of future wants and needs. AstroTurf customers view us as more than a long-term vendor—they see our company as a trusted consultant.



## ***Tab 5—Products/Services—Categorical Responses—Item 2 (Category 4: Synthetic Turf)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

### **Institution 3: Southwest Oklahoma State University**

**Project Name: Southwest Oklahoma State University Football Stadium**

**General Scope of Work: Design Build  
Site Work (AstroTurf was the General Contractor)  
Installation of new synthetic field**

**Product used: GameDay Grass 3D52X Synthetic Turf**

**Total cost of the project: \$600,000.00**

#### **Institution's contact information:**

<b>Institution name:</b>	<b>Southwest Oklahoma State University</b>
<b>Address:</b>	<b>100 Campus Drive Weatherford, OK 73096</b>
<b>Phone number:</b>	<b>(580) 774-3701</b>
<b>Contact person's name:</b>	<b>Todd Thurman</b>
<b>Contact person's title:</b>	<b>Director of Athletics</b>

#### **Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

The AstroTurf football field was installed for Southwest Oklahoma State University in 2010. Our sales rep that served this school worked with the owner to determine the best product for

the university. By learning the school's needs, the rep was able to present the product that best fit the school. As is always the case in deep sales, the sales reps forged a relationship that created an atmosphere of open communication, and for this reason the customer felt free to ask any questions during all points of the sales, installation, and post-construction phases. As with all of AstroTurf's installations, the sales team monitors the condition of the field, and the customer is always welcome to call our Warranty Specialist's toll-free number for assistance if problems arise.



## ***Tab 5—Products/Services—Categorical Reponses—Item 2 (Category 4: Synthetic Turf)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution 4: City of Orlando, FL**

**Project Name: Citrus Bowl**

**General Scope of Work:**

**Natural turf and sub base removal  
Base and Turf installation**

**Product used: 3DX60 Synthetic Turf**

**Total cost of the project: \$975,000.00**

**Institution's contact information:**

<b>Institution name:</b>	<b>City of Orlando</b>
<b>Address:</b>	<b>1610 West Church Street Orlando, FL 32805</b>
<b>Phone number:</b>	<b>407.849.2560</b>
<b>Contact person's name:</b>	<b>Gregg Thompson</b>
<b>Contact person's title:</b>	<b>Stadium Manager</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

The AstroTurf sales representative dealt with all levels of governmental purchasing at the Citrus Bowl. Negotiating and educating the city management group, the Citrus Sports Commission, and the Stadium Management, we successfully educated the Citrus Bowl  
www.AstroTurfUSA.com ♦ 2680 Abutment Road, Dalton, GA 30721 ♦ 800.723.8873 (TURF)



decision makers on the results of the advantages of co-operative purchasing and our products. We walked them all through the process, and they ultimately chose to buy AstroTurf through the US Communities contract that AstroTurf held at the time because they understood that they would receive the exact products that suited them at a competitive price, while saving time in their tight schedule by eliminating the local bid process.

We have continued to consult with regard to issues such as goal post support repair, ongoing field painting considerations, and in some circumstances repairs after truck pulls, all at no cost.



## ***Tab 5—Products/Services—Categorical Responses—Item 2 (Category 4: Synthetic Turf)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution 5: City of Springfield Mo Greene County Park Board**

**Project Name: City of Springfield Greene County Parks—Cooper Soccer Stadium**

**General Scope of Work: Drainage system construction  
Sitework  
Synthetic turf installation**

**Product used: GameDay Grass 3D60 Synthetic Turf**

**Total cost of the project: \$700,314.00**

**Institution's contact information:**

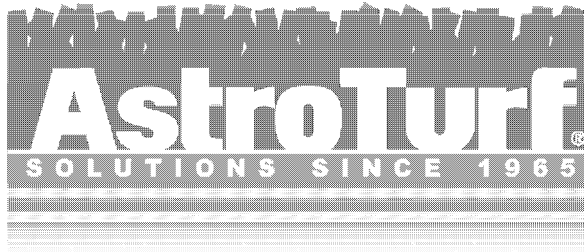
<b>Institution name:</b>	<b>City of Springfield, MO Greene County Parks</b>
<b>Address:</b>	<b>2501 E. Pythian Street</b>
<b>Phone number:</b>	<b>(412) 864-1645</b>
<b>Contact person's name:</b>	<b>Daniel Wichmer</b>
<b>Contact person's title:</b>	<b>City Attorney</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

This project was constructed between June 15, 2010 to August 20, 2010. The owner purchased via U.S. Communities Cooperative for many reasons including but not limited to our very unique 3D60 turf system, our many years of excellent experience in construction and  
[www.AstroTurfUSA.com](http://www.AstroTurfUSA.com) ♦ 2680 Abutment Road, Dalton, GA 30721 ♦ 800.723.8873 (TURF)

contracting, and the skillful and helpful manner in which we walked the customer through the co-operative purchasing process. The local soccer club across the street from this project is amazed at how well their AstroTurf is wearing after nine years, as well.

The AstroTurf staff has been back numerous times on the Cooper Stadium site visiting with the users and buyers at Cooper Stadium to make sure outstanding customer service is still being provided two years later after the sale. The City / County Parks (owner) has said that for their next synthetic turf project that they would definitely buy AstroTurf again via a Cooperative Purchasing arrangement with AstroTurf.



## ***Tab 5—Products/Services—Categorical Responses—Item 2 (Category 3: Athletic Tracks)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution : Corpus Christi ISD**

**Project Name: Buc Stadium**

**General Scope of Work: Installation of new track and striping**

**Product used: 13mm red structural spray**

**Total cost of the project: \$204,000.00 (as part of a larger overall GC project)**

**Institution's contact information:**

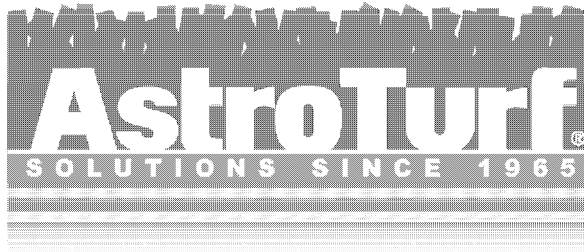
<b>Institution name:</b>	<b>Corpus Christi ISD</b>
<b>Address:</b>	<b>801 Leopard Street, Corpus Christi, TX 78408</b>
<b>Phone number:</b>	<b>361-878-4880</b>
<b>Contact person's name:</b>	<b>Brenda Marshall</b>
<b>Contact person's title:</b>	<b>Athletic Director</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

**Corpus Christi Independent School District utilized AstroTurf's prior US Communities contract to purchase the tracks for the District as part of a larger General Construction Package. Because the District was already purchasing a field through the Contract, it**

**was a natural progression to add the track. Because Corpus Christi ISD had been educated already about co-operative purchasing and our product options, the District was confident they would get the exact track product that suited their needs while paying a competitively determined price. The track was completed on time and within budget in 2011.**

**Our project manager and sales rep forged a relationship with this customer, and their extensive follow-up maintains this relationship. The sales rep still keep in frequent contact with the District, stops by the facilities when he is in town and catches up with Owners by taking them out to lunch.**



## ***Tab 5—Products/Services—Categorical Responses—Item 2 (Category 3: Athletic Tracks)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution : Corpus Christi ISD**

**Project Name: Cabaniss Field**

**General Scope of Work: Installation of new track and striping**

**Product used: 13mm red structural spray**

**Total cost of the project: \$163,800.00 (as part of a larger overall GC project)**

**Institution's contact information:**

<b>Institution name:</b>	<b>Corpus Christi ISD</b>
<b>Address:</b>	<b>801 Leopard Street, Corpus Christi, TX 78408</b>
<b>Phone number:</b>	<b>361-878-4880</b>
<b>Contact person's name:</b>	<b>Brenda Marshall</b>
<b>Contact person's title:</b>	<b>Athletic Director</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

**Corpus Christi Independent School District utilized AstroTurf's prior US Communities contract to purchase the tracks for the District as part of a larger General Construction Package. Because the District was already purchasing a field through the Contract, it**

**was a natural progression to add the track. Because Corpus Christi ISD had been educated already about co-operative purchasing and our product options, the District was confident they would get the exact track product that suited their needs while paying a competitively determined price. The track was completed on time and within budget in 2010.**

**Our project manager and sales rep forged a relationship with this customer, and their extensive follow-up maintains this relationship. The sales rep still keep in frequent contact with the District, stops by the facilities when he is in town and catches up with Owners by taking them out to lunch.**



## ***Tab 5—Products/Services—Categorical Responses—Item 2 (Category 3: Athletic Tracks)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution : Livermore Valley Joint Unified School District**

**Project Name: Livermore and Granada High School**

**General Scope of Work: Installation of new track and striping**

**Product used: 13mm red structural spray surface**

**Total cost of the project: \$246,000.00**

**Institution's contact information:**

<b>Institution name:</b>	<b>Livermore Valley Joint Unified School District</b>
<b>Address:</b>	<b>685 East Jack London Blvd., Livermore, CA 94551</b>
<b>Phone number:</b>	<b>925-606-4812</b>
<b>Contact person's name:</b>	<b>Ed Salazar</b>
<b>Contact person's title:</b>	<b>Head Track Coach</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

**Livermore Valley Joint Unified School District utilized AstroTurf's prior US Communities contract to purchase the tracks for the District. Because the District was already purchasing fields through the Contract, it was a natural progression to add the tracks.**



**Because Livermore Valley Joint Unified School District had been educated already about co-operative purchasing and our product options, the District was confident they would get the exact track product that suited their needs while paying a competitively determined price. The tracks were completed on time and within budget in 2009.**

**After the contracts were signed, our rep remained present throughout the project and remains so today. Our project manager and sales rep forged a relationship with this customer, and their extensive follow-up maintains this relationship.**



## ***Tab 5—Products/Services—Categorical Reponses—Item 2 (Category 3: Athletic Tracks)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution : Muleshoe ISD**

**Project Name: Benny Douglas Stadium**

**General Scope of Work: Installation of new track and striping**

**Product used: 13mm black impermeable surface**

**Total cost of the project: \$131,000.00 (as part of a larger overall GC project)**

**Institution's contact information:**

<b>Institution name:</b>	<b>Muleshoe Independent School District</b>
<b>Address:</b>	<b>514 W. Avenue G, Muleshoe TX 79374</b>
<b>Phone number:</b>	<b>806-272-7406</b>
<b>Contact person's name:</b>	<b>David Wood</b>
<b>Contact person's title:</b>	<b>Athletic Director</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

**Relationship selling was the key to Muleshoe ISD's purchase of a running track along with their field project. Both our local sales rep and the local project manager provided an honest and open relationship with the district. To ensure the school district's**

satisfaction, both gentlemen made themselves available to the customer before, during and after the completion of the project. Both made efforts to get acquainted with the needs and wishes of the district and help them to select a track surface that would best suit those needs. To make the district more comfortable with the family-owned company, our sales rep escorted the district's Athletic Director, Assistant Athletic Director, and Engineer to our headquarters in Dalton, GA, so that they could better understand the AstroTurf family, products, and manufacturing methods. After that visit, it was clear to the district that this was the direction they wanted to follow.

During construction, our project manager was in constant contact with the district to update them on scheduling. The project was completed two weeks early in 2010 and the district was thrilled with their new field and track.



## ***Tab 5—Products/Services—Categorical Reponses—Item 2 (Category 3: Athletic Tracks)***

Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:

- a. List five (5) previous projects relating to this lot.
- b. The general scope of work for each project.
- c. The manufacturer's product used for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.

**Institution : Norristown Area School District**

**Project Name: Norristown High School**

**General Scope of Work: Installation of new track and striping**

**Product used: 13mm red structural spray surface**

**Total cost of the project: \$210,000.00 (as part of a larger overall GC project)**

**Institution's contact information:**

<b>Institution name:</b>	<b>Norristown Area School District</b>
<b>Address:</b>	<b>401 N. Whitehall Road, Norristown, PA 19403</b>
<b>Phone number:</b>	<b>610-630-5076</b>
<b>Contact person's name:</b>	<b>Charles J. Knowles</b>
<b>Contact person's title:</b>	<b>Athletic Director</b>

**Timeline for the project and a brief narrative of the presales and follow-up consulting services offered to ensure the institution's satisfaction:**

**Norristown Area School District utilized AstroTurf's prior US Communities contract to purchase the tracks for the District as part of a larger General Construction Package. Because the District was already purchasing a field through the Contract, it was a**

**natural progression to add the track. Because Norristown Areas School District had been educated already about co-operative purchasing and our product options, the District was confident they would get the exact track product that suited their needs while paying a competitively determined price. The track was completed on time and within budget in 2012.**

**After the contracts were signed, our rep remained present throughout the project and remains so today. Our project manager and sales rep forged a relationship with this customer, and their extensive follow-up maintains this relationship.**



## ***Tab 5—Categorical Responses—Question 3***

Provide a brief narrative of three (3) projects that you have done for educational institutions, which through your evaluation of existing conditions and your input into the design, development and installation of the final solution, resulted in a high quality, cost efficient and better facility. For each project provide a brief narrative why you feel your input was most advantages to the final outcome.

Project: Baltimore City College High School, Stadium Field

Location: Baltimore, Maryland

Client: Baltimore City

Astroturf Rep: Vince Yoos, PE - Director of Operations, Mid Atlantic

Turn key (design-build project), Astroturf served as General Contractor and contract holder.

Brief Summary:

Baltimore City College High School was a design build project that Astroturf contracted and performed early 2012. Vince Yoos was Astroturf's construction/project manager and took the project from design to completion. Vince Yoos worked directly with JT Sauer and Associates (Astroturf design engineer sub consultant) to come up with the most cost effective proper design. Vince Yoos designed the stone base underdrain system (which includes piping layout, pipe sizing, stone depth, and stone type) in order to meet Baltimore City's stormwater requirements with keeping cost low. By placing the underdrain system at proper depths and locations the stormwater discharge rates can be reduced. This reduction in turn saved the client \$50,000 to \$100,000 in unnecessary need to increase stone depths, detention pond, or other stormwater measures. During the design process, Vince Yoos suggested to Baltimore City a nearby area be used for the disposal of excavated soils required to come out. Baltimore City had the area available for disposal of soils. This not only saved \$30,000 in hauling and disposal costs, but Astroturf convert the area (by leveling area off) a grass practice field area adjacent to the stadium field.

During construction of the base the subgrade soils were evaluated (through a proof roll) and Vince Yoos determine that the subgrade was not suitable for the proper placement of a synthetic turf field. A third party geotechnical engineer agreed that the soils were unsuitable for meeting proper compaction and suggested that 1 foot of additional soil would need to be removed and backfilled with suitable material. Vince Yoos suggested utilizing cement base stabilization versus removal of unsuitable soils. By utilizing cement base stabilization this saved the city \$50,000 plus provided a better functioning base than would have be achieved initially.

Construction was started on March 6, 2012 and completed (sign off/closed out) on April 30, 2012 with recommendations the saved the client an estimated \$100,000 or more, an auxiliary field, and better overall functioning base system. Astroturf also provide recommendations for properly maintaining the synthetic turf fields, items to keep an eye on, and Astroturf's contact information if the school has questions in the future.

Project: Old Dominion University Powhatan Sports Complex  
Location: Norfolk, VA  
Client: Old Dominion University  
Astroturf Rep: Mitchell Truban, Project Manager, Southeast  
Brief Summary:

In the summer of 2007, Old Dominion University decided to upgrade their Field Hockey Facility along and launch their new Football Program. They contracted with AstroTurf to build the drainage system and help in the design of each facility. A total of four (4) fields, and a two (2) year project resulted in a state of the art Field Hockey & Football Training Facilities. The school hired a General Contractor to manage the entire building and infrastructure of the Field Hockey Stadium, Football Practice Facility, and Football Stadium. Working closely with them was a key element of the project's success. The sport fields have certain weight limitations that we needed to work around in order to set steel and pour concrete structures around the perimeter. Old Dominion University also hired a Sports Consultant Design Group out of Washington to help facilitate in the building/design process. It was a united team effort from all parties involved to build these facilities.

Old Dominion University Powhatan Sports Complex is located right beside the coast of Virginia. The subgrade soil was contaminated and resulted in poor subgrade compaction test. The architects/engineers used our recommendation to over-excavate the subgrade and build back up a suitable subgrade with geogrid technology. This allowed our required 95% compaction, and required long nights and weekends to complete the project. These conditions existed on both the Football Practice Fields and the Field Hockey Stadium field. Because of the many different AstroTurf surfaces and performance requirements, we worked closely with the Head Coaches, Trainers, and Players to build a finished product that performed to their expectations.

Although the Powhatan Sports Complex contained both the Football Practice Fields (150,000SF of AstroTurf 3D 60 System) and the Field Hockey Stadium Field (85,000SF AstroTurf System 90), the subgrade drainage systems differed from one another in stone crosssections and irrigation systems. The Practice Fields had an eight (8") dynamic stone base that had to be installed in three lifts and graded to a 1/4" tolerance. The practice fields had large lateral drains throughout that captured the water in the center of the field and directed it to one of their four storm water structures. The Field Hockey Field also had a dynamic stone base, but on top of this base we installed a 3.5" lift of Porous Asphalt that was installed in two (2) lifts at a tolerance of 1/4" across ten (10') feet. This tolerance in the Field Hockey program is incredible tight with zero tolerance, which provides smooth and consistent ball roll.

The Football Stadium Field Project – Forman Field was also an indepth re-construction of the existing stadium that had not been used for football program in more than 50 years. Re-constructing this stadium meant an extreme face lift to the concrete bleachers and building a new field house and executive suites in one (1) endzone. By all the surrounding work, meant the contractor relied on AstroTurf to work in phases to help prevent overlap of work and decrease the amount of debris on their new AstroTurf Field. This project was one of the first in the country to get the patented pre-fab system which allowed us to install the field from endzone to endzone in under two (2) days. Because of the tight schedule this allowed AstroTurf to build the field ahead of schedule.



Project: Muleshoe ISD  
Location: Muleshoe, TX  
Client: Muleshoe Independent School District  
AstroTurf Rep: Bryan Jones, Project Manager, Southwest  
Turn key (design-build project), AstroTurf served as General Contractor and contract holder.  
Brief Summary:

#### Muleshoe ISD – Design Build Project

In AstroTurf's design build project, acting as the General Contractor, AstroTurf sat down with Muleshoe ISD and asked their vision of the new stadium. The client wanted a new track, field events and a new turf field. AstroTurf measured the site, shot elevations and came up with a site-specific field and track design based on our meetings with MISD. Their existing track planarity had some problems, which they wanted fixed with a brand new track, flex base and curbing. Through investigation of the track, AstroTurf determined that demolition of the entire track and base was unnecessary. This saved the customer \$85,000. We stripped of the existing track surface and pulverized the exiting hmac and flexbase together with cement at 9 pounds per square yard for a stable base for the track. The existing field, inside track curb, goalpost and field events were demolished. We installed a new interior track curb and constructed new field events (high jump apron, 2 long jump pits and runways) outside the stadium. We installed new drainage system for the field and track, liner, nailer board, goalposts, aggregate base for the field. The track was surfaced with a sealed polyurethane surface and the 3D60H field was installed with endzone letters and a center logo. The project was finished two (2) weeks ahead of schedule. The owner was very happy with the project and mentioned numerous times that AstroTurf had exceeded their expectations.



## ***Tab 5—Products/Services—Categorical Responses Question 4***

Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.

### **Before the Project:**

AstroTurf has its own in-house testing and turf research lab at the STR factory in Dalton, GA--directed by Jerry Couey, a 45 year veteran of the turf industry and key member of numerous ASTM, STC and other industry organizations; Kris Brown and Dr. Jim Zander. This facility not only assures quality control via component 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 sales reps are trained to work with customers to identify potential uses of the facility, budget considerations, and other needs. Keeping an open channel of communication enables reps to help customers understand the relative merits of our various product lines and select products which are the best solutions. Sales reps also frequently arrange site visits to nearby existing fields to see the quality of our installations in person. Where possible, our company will also arrange factory visits for customers so that they can better understand the AstroTurf family and manufacturing process.

Our Contract Administrators (CAs) also play a crucial role in ensuring customer satisfaction. Each CA is dedicated to a particular region and is knowledgeable about government and cooperative purchasing. The CAs usher our customers through the process of signing contracts, completing necessary submittals, and help customers to set up financing plans where applicable.

## **During the Project:**

Our operational team's knowledge and experience with turf installation is unparalleled. For this reason, we only allow our in-house crew or AstroTurf-certified installation specialists to install our fields. We choose to only work with contractors who have the reputation, expertise, and standing worthy of the AstroTurf brand. In addition, each installation is supervised by a highly qualified Project Manager (PM). Our PMs are all either engineers or graduates of construction science. Both PMs and sales reps stay in constant contact with owners throughout the construction of the field, keeping the customers apprised of all developments on site.

## **After the Project:**

A project can only be considered complete after a walkthrough has been conducted jointly by the PM and owner. If any concerns are had by the owner, they are encouraged to raise them at that time and at any other time. Part of this walkthrough entails an onsite GMAX test, which eases the customer's mind to see a safe result on their own field. Our staff also trains facilities managers on how to care for their new field.

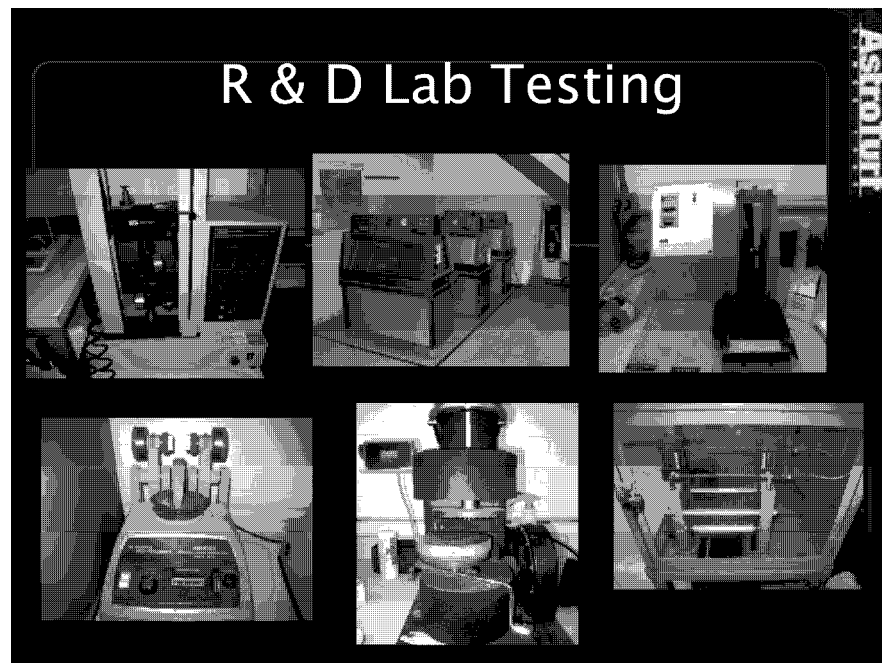
After the project is built, we have further methods to ensure satisfaction because our best sales tool is a happy customer. While sales reps maintain relationships with their customers after the sales, periodically stopping in to check on the condition of the field and the satisfaction of the customer, we also have a toll free number available to field owners which links them to our Warranty Specialist, Missy Burrows. She will arrange for our independent Director of Quality, Mike Tinch, to inspect the field at the customer's convenience. After inspecting to the field, Mr. Tinch will create a report assessing the quality issues and steps for rectification in accordance with our insured warranty. This report will be presented to the Field Owner, our Warranty Specialist, and the President of the Company. When repairs or replacements are deemed necessary, either our in-house crew or trained specialists certified to install and repair AstroTurf fields will correct the problem as quickly as possible.



## **Tab 5—Products/Services—Certificates—Q. 1**

1. Briefly summarize your company's QC/QA program.

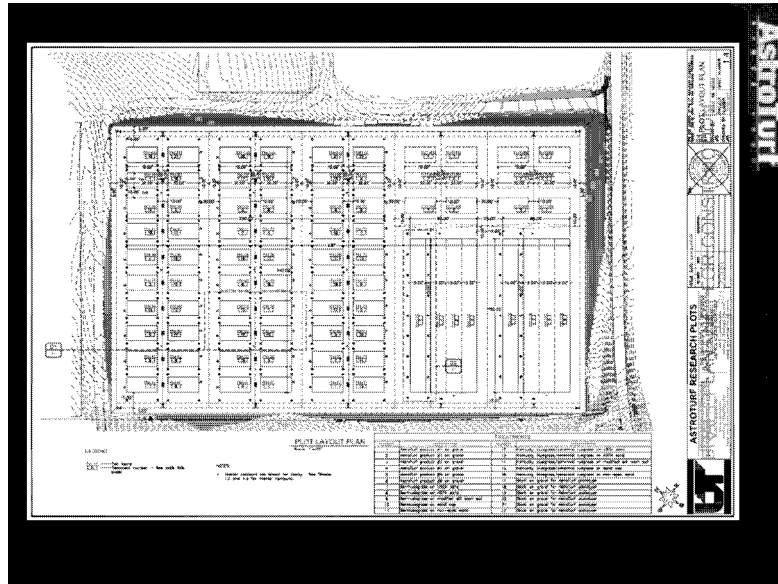
AstroTurf has its own in-house testing and turf research lab at the STR factory in Dalton, GA—co-directed by Jerry Couey, a 45 year veteran of the turf industry and key member of numerous ASTM, STC and other industry organizations. The lab is also co-directed by Kris Brown and Dr. Jim Zander. This facility 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.**

Moreover, AstroTurf has recently entered into a five-year agreement with the University of Tennessee to 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.

[www.AstroTurfUSA.com](http://www.AstroTurfUSA.com) ♦ 2680 Abutment Road, Dalton, GA 30721 ♦ 800.723.8873 (TURF)



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

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 industries 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 CMs 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.

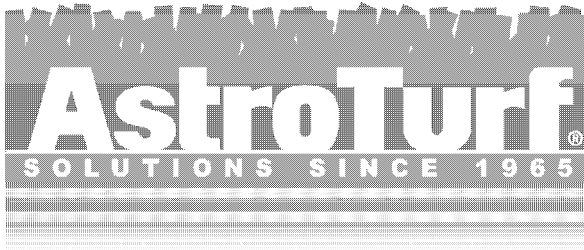


## ***Tab 5—Products/Services—Certificates Question 4***

Describe any quality awards or quality certificates that your company has achieved. Please provide supporting documentation and background information about these awards and/or certificates.

Please see the pages that follow for description of our certificates from:

The Synthetic Turf Council  
FIFA  
and the FIH



## ***SYNTHETIC TURF COUNCIL***

AstroTurf is a founding member of the Synthetic Turf Council



Founded in 2003, the Synthetic Turf Council is a non-profit association dedicated to serving as a resource for trustworthy information about synthetic turf. The objective is to encourage, promote and facilitate better understanding among all parties involved in the manufacture, selection, delivery and use of today's synthetic turf systems. To that end, the STC makes every attempt to dispense information that is neutral, objective and validated by independent, current and credible research.

As an action-oriented organization, the STC promotes high standards and high quality in the industry through a respected member certification program and strict code of ethics. Annual member meetings provide a forum for cooperative learning and issue resolution, while outreach initiatives encourage cooperative relationships between industry and end-user organizations.

The STC invites input from synthetic turf buyers and users such as school officials, selection committees, sports authorities, risk managers and research organizations. The STC encourages all companies in the synthetic turf industry to join the Synthetic Turf Council as either a Full Member or Associate Member to participate in shaping the industry.



*Ridgeland High School*

### **STC MISSION STATEMENT**

"Committed to community wellness and environmental responsibility through the use of synthetic turf, the Synthetic Turf Council is the industry's voice for promoting the highest ethical and professional standards, education, legislative and community advocacy."





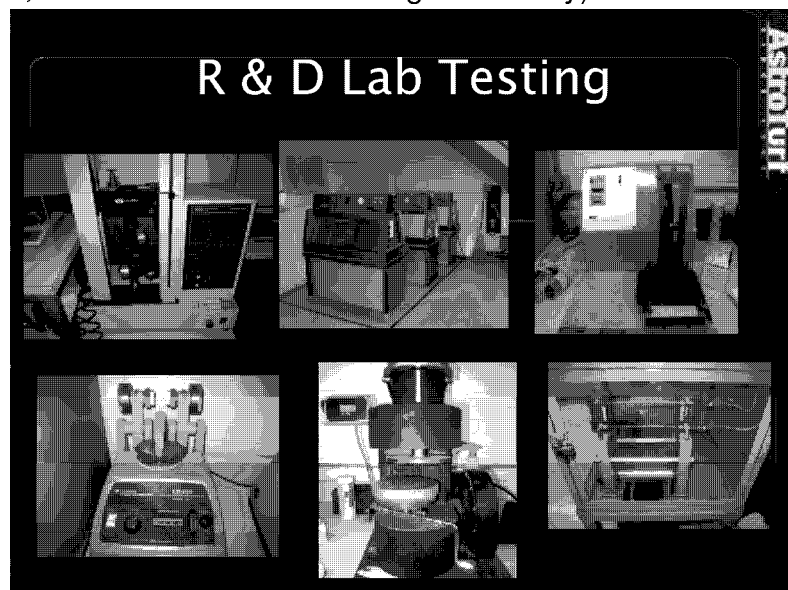
## ***Tab 5—Products and Services—Certificates Question 5***

Describe the involvement and amount of input of staff level employees are in your company's quality training incentive and safety programs.

AstroTurf values the input of its employees. Each person in our organization brings valuable experience to the company. As such, AstroTurf has in place methods of tapping into the opinions and experiences of our vital workforce.

### **Research and Development:**

AstroTurf has its own in-house testing and turf research lab at the Synthetic Turf Resources factory in Dalton, GA—co-directed by Jerry Couey, a 45 year veteran of the turf industry and key member of numerous ASTM, STC and other industry organizations. The lab is also co-directed by Kris Brown and Dr. Jim Zander. 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).



AstroTurf values the improvements to product safety and quality that our research team makes and supports them in any way it can.

**Operational Collaboration:**

Our Project Managers participate in weekly conferences with the Director of Operations, Ryan Paris. These meetings facilitate communication between “the troops on the ground” and management. Topics include on-site safety concerns, quality of materials and installation, and collaborative problem-solving to address issues that inevitably arise during complex construction projects. The knowledge generated by these discussions directly influences practices and procedures of the operations team. For example, last summer two Project Managers brought up that bags of rubber infill had spontaneously broken on-site and that this was both a safety concern and an unnecessary cost to the company. It was determined that the problematic bags had been supplied by the same source. In turn, our Director of Operations used this information to rectify the issue.

We also ensure that our Project Managers are skilled and informed enough at project-level to carry out optimal service and safety protocols. Our PMs personally take tests to in the states they serve to achieve contractors licenses, and we have our PMs take exams that cover the full process of turf installation to become ASBA Certified Field Builders.

**Sales Input:**

AstroTurf’s sales reps cover a designated geographical area. This enables our reps to have a clear understanding of the condition of all of the fields in their territory, both our own installations and our competitors’. The weekly conference calls that the Sales Directors conduct with our sales staff provides the sales group an opportunity to discuss and receive input on the safety conditions and quality of our fields across the country.



## ***Tab 5—Product/Services—Warranty Questions***

1. Do you offer extended parts and labor warranties? If yes, state length of warranty.

AstroTurf offers an 8-Year fully insured warranty on all of its turf systems. The warranty covers defects in turf materials and installation for the full eight years. AstroTurf will offer an industry standard 5-Year warranty on our track products with a Two-Year warranty on striping. Sitework (curbs, nailers, fasteners, stone, drainage, etc.) will have an industry standard One-Year warranty. This will be a pass-through via AstroTurf, from our sitework subcontractor.

2. Please give examples of school districts where your company has extended labor warranties. Include length of these warranties.

It is in the best interest of AstroTurf to have our fields in top shape in the marketplace with minimal inconvenience or expense to our customers. As such, any necessary repairs and/or replacements are performed at no cost to field owners.

3. If your product is defective, what is the replacement process and turnaround?

In the event of any problem with our products or their installation, our customers can call our toll-free number and speak to our warranty specialist, Missy Burrows. She will arrange for our independent Director of Quality, Mike Tinch, to inspect the field at the customer's convenience. After inspecting to the field, Mr. Tinch will create a report assessing the quality issues and steps for rectification in accordance with our insured warranty. This report will be presented to the Field Owner, our Warranty Specialist, and the President of the Company. When repairs or replacements are deemed necessary, either our in-house crew or trained specialists certified to install and repair AstroTurf fields will correct the problem as quickly as possible. Note that AstroTurf has a superior record for Warranty Performance, its insurance policy has never had a claim, and no replacements or repairs are ever charged to the Owners.

4. Is warranty coverage dependent on any specific requirements?

AstroTurf fields should be properly maintained as per the published instructions for maintenance. We do not warrant the system against normal wear and tear. Acts of God are not covered. AstroTurf does not warrant against damage caused, directly or indirectly, by accident, negligence, abuse, neglect, vandalism, excessively heavy, dirty, or leaking equipment or vehicles, metal cleats in excess of ½ inch in length, animals, fire, including

firework displays, floods, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of the installation.

5. Who performs your start-up procedure?

Mike Tinch, Director of Quality for AstroTurf, oversees warranty claims and repairs. In-house crews and/or certified installers, who are trained specifically in dealing with AstroTurf products and installation procedures, will perform all warranty work.

6. What is your standard warranty on materials?

We extend a fully insured 8-year warranty on all materials.

7. What is your standard warranty on installation?

Our 8-year insured warranty also covers workmanship.

8. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

The obligations of AstroTurf® under the warranty are subject to full payment of all funds due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will respond to all Warranty claims promptly so long as the Owner's account is in good standing at the time of the claim.

9. State whether your company provides a quality guarantee on their product/service. If so please describe.

We guarantee that the field is playable and safe.

10. State your insurance provider(s) and your company's level of coverage.

AstroTurf warranties are insured by Scott Danahy Nylon Company, Inc. The per claim limit for the AstroTurf policy is \$10 million dollars, while the annual aggregate is \$15 million.



## SCOTT DANAHY NAYLON COMPANY, INC.

11/14/11

AstroTurf, LLC. "Insured" have secured a warranty insurance policy through our firm, Scott Danahy Naylon Company Inc. Outlined below are the key terms and conditions of the warranty policy(s).

**1. *Insuring Agreement:***

In consideration of the payment of the "Policy Premium" and subject to all of the terms and conditions of the policy, the "Company" will reimburse the insured for those costs paid or incurred by the insured that it was obligated to pay or incur to fulfill its "contractual Obligations" under an "Insured Warranty".

**2. *Insured Warranty:***

"Insured Warranty" means any standard warranty issued by the Insured and listed in Schedule A – Insured Warranty does not include that part of any warranty that extends beyond eight years after warranted installation is completed.

The Term of the warranty is to commence upon acceptance of the project by the Insured's client or at the time the turf field is used for its intended purpose whichever first occurs.

**3. *Claim Reporting Period:***

"Claim Reporting Period" means the period of time in which a claim for the costs that were paid or incurred must be made. The "Claims Reporting Period" is a period of eight (8) years from the date of each "Insured Warranty" listed in Schedule A.

**4. *Limit of Liability:***

\$10,000,000 each Insured warranty. \$15,000,000 aggregate for all fields installed during the 12 month period of 11/14/11-11/14/12.

**5. *Deductible:***

No deductible shall ever apply to the Warranty Holder.





## SCOTT DANAHY NAYLON COMPANY, INC.

**6. *Policy Territory:***

The policy contains no policy territory restrictions.

**7. *Reporting:***

The Insured shall report the enrollment of all designated contracts. Enrollment shall be sent to Colony within 60 days from the last day of each calendar quarter.

**8. *Premium:***

Premiums for all warranties accepted via the Schedule A are considered prepaid throughout the eight year claim reporting period.

**9. *Bankruptcy or Insolvency:***

Bankruptcy or Insolvency of the Insured or of the Insured's estate shall not relieve "The Company" of any of its obligations under this policy. Subject to all other terms and conditions of this policy, in the event bankruptcy or insolvency has caused the "Insured" to fail to fulfill its "Contractual Obligations" under its "Insured Warranties", the "Company" will reimburse the "Warranty Holder" for the expenses paid directly by the "Warranty Holder" to repair or replace a field, as required by "Insured Warranty" and as first approved by the "Company".

**10. *Security:***

Underwriter – Colony National Insurance Company is rated by AM Best "A" or Excellent – [www.Colonyins.com](http://www.Colonyins.com) a member of the Argonaut Insurance Group. Underwriter-Great American E&S Insurance Company is rated AM Best "A" or Excellent.

Notwithstanding any of the statements provided in this outline, all terms and conditions of Colony National Insurance Company policy #ARS4360383 and Great American E&S Insurance Company policy #XS642060601 the final measure of coverage to the Insured and the Insured's clients.





### **Warranty on AstroTurf® GameDay Grass**

**AstroTurf®, LLC**, (hereinafter "AstroTurf") warrants the synthetic grass surface at \_\_\_\_\_ (the "Project") for a period of eight (8) years from the date of substantial completion of **product installation** against defects in materials and/or workmanship, including ultraviolet degradation, excessive fading, seam rupture or dislodgment. AstroTurf will repair or replace, as it deems necessary, those materials that exhibit such defects resulting from materials or workmanship, at no cost to the Owner.

AstroTurf also guarantees that the average GMax level of its field will not exceed 175 for the duration of the warranty. If the average of the GMax readings exceed 175 during the warranty period, AstroTurf will take whatever measures necessary, at no cost to the Owner, to return the GMax scores to, or below, 175.

The recommendations for proper maintenance of your AstroTurf surface, as outlined in our 'Owners Manual and Guidelines' (attached hereto), shall be considered in determining neglect or proper maintenance of the synthetic grass surface and shall be considered an integral part of this warranty.

This warranty, specifically, does not pertain to or obligate AstroTurf in any way regarding material applied or labor performed which was not under AstroTurf's control or which was supplied or performed by others who are not parties to the performance contract or this warranty. Assistance or recommendations provided to the Owner or his representatives or AstroTurf's approval of Owner's or his representatives' designs, plans or drawings in no way extend this warranty to materials or workmanship beyond those specifically supplied or controlled by AstroTurf. This warranty will be voided if any other contractor or turf manufacturer other than AstroTurf does any service or maintenance on the subject field, with the exception of employees of Owner who have been certified by AstroTurf to provide the service or maintenance or employees of Owner who follow the Maintenance Guidelines provided for Owner by AstroTurf.

AstroTurf does not warrant against normal wear and tear, as determined by an independent lab specializing in synthetic grass. AstroTurf also does not warrant against damage caused, directly or indirectly, by accident, improper use, negligence, abuse, neglect, vandalism, machinery, metal cleats or metal spiked shoes, animals, fire, flood, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of installation, the driving of motorized vehicles on the surface that exceed 2500 lbs., the driving of motorized vehicles under 2500 lbs at a speed of more than 5 miles per hour, improper or faulty subsurface preparation, failure of the subsurface after installation including settling of the surface, the use of dry cleaning fluids or improper cleaning methods, change in water table, exposure to light other than natural light or approved artificial light, or other acts of God.

AstroTurf's obligations under this warranty are restricted to the repair or, at its sole option, replacement of all or a portion of the affected parts covered by this warranty. AstroTurf's liability under this warranty is limited to the material value of the item to be repaired or replaced. The remedy of repair or replacement set forth in this warranty shall be the sole remedy and AstroTurf shall have no other obligations or liability in connection with any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

This warranty is expressly in lieu of all conditions and warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for AstroTurf other than the person authorized to execute this warranty for AstroTurf, and only the guarantee expressed herein shall apply.



The obligations of AstroTurf® under the warranty are subject to full payment of all monies due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will handle all warranty claims promptly so long as the Owner's account is in good standing at the time of the claim. Furthermore, all claims by the Owner made under the foregoing warranty shall be invalid and null and void unless made in writing to AstroTurf within eight (8) years from the date of substantial completion of the Project and within thirty (30) days of the Owner learning of the cause giving rise to its claim. This warranty is not transferable and is made between the parties listed below.

Date of Substantial Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Issued To Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved by **ASTROTURF®, LLC.**:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

AstroTurf® is a registered trademark of Textile Management Associates, Inc., and licensed to AstroTurf, LLC and General Sports Venue, LLC.





## WARRANTY

This product is manufactured under strict guidelines for performance as demanded by ASTROTURF®, LLC. ASTROTURF®, LLC produces the turf according to our product specification. ASTROTURF®, LLC does not provide installation of the product nor any warranties associated with the installation of the product.

ASTROTURF®, LLC does warrant that the product will provide a useful playing surface for a period up to eight years from the date of shipment with a maximum weight loss of not over 60% of the face fiber per square foot. The term "the product", as used herein, shall include all product supplied by ASTROTURF®, LLC. Suggested maintenance programs are available to help extend the life of the product in these areas. Should the product have more wear than specifically warranted, the immediate affected area of the product will be repaired or replaced with the labor being pro rated out based on the usable period of the product with an expected life of five years. The product for repair and/or replacement shall be provided at no charge by ASTROTURF®, LLC during the life of the warranty. Certain areas of concentrated use and wear may be excluded from this warranty upon inspection by and at the sole discretion of ASTROTURF®, LLC.

ASTROTURF®, LLC warrants the product to be stable to light fading for a period of up to eight years from the date of shipment. The maximum fading of the product for this period should not exceed 20% of color loss based on an acceptable gray scale. This does not cover any slight variation of color within the product nor face fiber distortion.

ASTROTURF®, LLC warrants the product to have no appreciable drop in tuft bind or delamination of the secondary backing for a period of up to eight years under normal usage conditions when properly installed and assuming no excessive wear patterns due to extraordinary usage.

ASTROTURF®, LLC does not warrant the repair of damage caused by misuse of the facility, vandalism, prohibited activities, faulty site work or design or acts of God or nature.

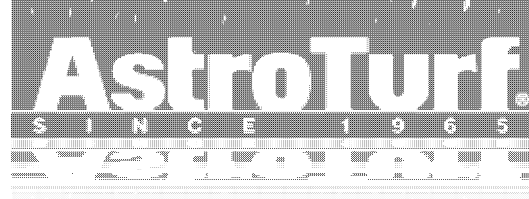
This warranty shall apply to work listed herein.

Project name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_, ASTROTURF®, LLC

Authorized Signature



## Warranty on AstroTurf® GameDay Grass

**AstroTurf®**, LLC, (hereinafter "AstroTurf") warrants the synthetic grass surface at \_\_\_\_\_ (the "Project") for a period of eight (8) years from the date of substantial completion of product installation against defects in materials and workmanship, including ultraviolet degradation, excessive or non-uniform fading, shock attenuation and seam rupture or dislodgment. AstroTurf guarantees that the system shall remain playable for the intended uses of baseball, softball, and other physical education and sports activities throughout the Warranty period. AstroTurf will repair or replace, as it deems necessary, those materials that exhibit such defects resulting from materials or workmanship, at no cost to the Owner.

The recommendations for proper maintenance of the AstroTurf surface, as outlined in the "**Owners' Manual and Guidelines**" (attached hereto), shall be considered material in determining neglect or improper maintenance of the synthetic grass surface and is an integral part of this Warranty. This Warranty does not pertain to or obligate AstroTurf in any way regarding materials applied or labor performed not under AstroTurf's control or which was supplied or performed by others who are not parties to the performance contract or this Warranty. That is, AstroTurf will not warrant the performance or suitability of the sub-base, drainage system, and other items incorporated in the project as a whole.

This Warranty will be voided if any other contractor or turf manufacturer performs any repair service or maintenance on the AstroTurf field, with the following exceptions:

1. Employees of AstroTurf.
2. Independent installation or maintenance teams employed directly by AstroTurf or the Owner who have been certified and trained by AstroTurf to provide needed service or maintenance.
3. Employees or agents of the Owner, who systematically follow the Maintenance Guidelines provided by AstroTurf for maintaining the field; and who, under certain circumstances, may perform minor or emergency repair functions as per the Maintenance Guidelines.

Note: AstroTurf's Service Department may also approve or certify certain entities or individuals to protect and/or provide care for the product in place in conjunction and consultation with the Owner (such as concert promoters and others who may need to cover and protect the surface for non-athletic uses).



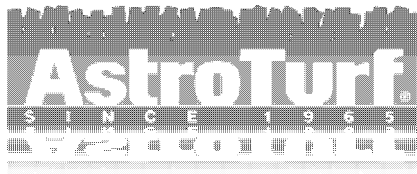
AstroTurf does not warrant against damage caused, directly or indirectly, by accident, negligence, abuse, neglect, vandalism, excessively heavy, dirty, or leaking equipment or vehicles, metal cleats in excess of ½ inch in length, animals, fire, including firework displays, floods, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of the installation (defined as the driving of motorized vehicles on the surface with tires that exceed 36 psi, loaded or unloaded, or the driving of motorized vehicles of any kind at a speed of more than 5 miles per hour). Static loads on the field that exceed 36 psi must not be allowed for more than 1 hour without appropriate steps taken to spread the load by means of protective layers of fabric and plywood or other suitable load-spreading materials.

The use of dry cleaning fluids or improper cleaning methods, including high pressure water sprays exceeding 250 psi is not covered by the Warranty. Also, unsuitable paints and unsuitable paint removal chemicals and procedures are excluded from the Warranty. Other acts of God, such as tornados, lightning, hail storms, sand storms, volcanic activity and unusual atmospheric conditions are also excluded.

AstroTurf does not warrant the system against normal wear and tear. Should a claim for damage be made, this claim will be evaluated and determined by an independent third party such as an independent lab specializing in synthetic grass. "Normal wear and tear" is defined as use of the field for athletic events totaling more than 1800 hours per year, as logged by the University. Sliding boxes, base paths and batters' and catchers' boxes are areas that cannot be covered by any set amount of use levels and are not covered for unlimited wear by the Warranty. (These areas will likely need to be replaced during the 8 year period, depending on use and maintenance efforts). Furthermore, AstroTurf warrants that the system shall not lose more than 60% of its pile weight during the Warranty period, and not more than 10% per year in any given year (excluding the high use areas noted above, per ASTM D-412). Finally, improper or faulty subsurface preparation, failure of the subsurface after installation--including settling of the surface, changes in water table, or changes resulting in inadequate drainage--are not covered by the AstroTurf Warranty.

AstroTurf's obligations under this warranty are restricted to the repair or, at its sole discretion, replacement of all or a portion of the affected parts covered by this Warranty. AstroTurf's liability under this Warranty is limited to the installed material and labor cost of the item to be repaired or replaced. The remedy of repair or replacement set forth in this Warranty shall be the sole remedy and AstroTurf shall have no other obligations or liability in connection with any matter, including without limitation, to damages for personal injury or damages related to lost revenue, increased costs, "downtime" and all other indirect or consequential damages.

This Warranty is expressly in lieu of all conditions, representations and Warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions or Warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for AstroTurf other than the person authorized to execute this Warranty for AstroTurf, and only the guarantee expressed herein shall apply.



The obligations of AstroTurf® under the warranty are subject to full payment of all funds due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will respond to all Warranty claims promptly so long as the Owner's account is in good standing at the time of the claim. Furthermore, all claims by the Owner made under the foregoing Warranty shall be invalid and null and void unless made in writing to AstroTurf within eight (8) years from the date of substantial completion of the Project [and within thirty (30) days of the Owner learning of the cause giving rise to its claim]. This Warranty is not transferable and is made between the parties listed below and is governed by the laws of the State of Georgia.

Date of Substantial Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Issued To Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved by **ASTROTURF®**, LLC:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**AstroTurf® is a registered trademark of Textile Management Associates, Inc., and licensed to AstroTurf, LLC.**



## **Warranty on AstroTurf® Synthetic Grass Surface**

**AstroTurf® LLC**, warrants the synthetic grass surface at \_\_\_\_\_ (the "Project") for a period of eight (8) years from the date of substantial completion of **product installation** against defects in materials and/or workmanship, including ultraviolet degradation, excessive fading, seam rupture or dislodgment. AstroTurf will repair or replace, as it deems necessary, those materials that exhibit such defects resulting from materials or workmanship, at no cost to the Owner.

AstroTurf also guarantees that the average GMax level of its field will not exceed 175 for the duration of the warranty. If the average of the GMax readings exceed 175 during the warranty period, AstroTurf will take whatever measures necessary, at no cost to the Owner, to return the GMax scores to, or below, 175.

The recommendations for proper maintenance of your AstroTurf surface, as outlined in our 'Owners Manual and Guidelines'' (attached hereto), shall be considered in determining neglect or proper maintenance of the synthetic grass surface and shall be considered an integral part of this warranty.

This warranty, specifically, does not pertain to or obligate AstroTurf in any way regarding material applied or labor performed which was not under AstroTurf's control or which was supplied or performed by others who are not parties to the performance contract or this warranty. Assistance or recommendations provided to the Owner or his representatives or AstroTurf's approval of Owner's or his representatives' designs, plans or drawings in no way extend this warranty to materials or workmanship beyond those specifically supplied or controlled by AstroTurf. This warranty will be voided if any other contractor or turf manufacturer other than AstroTurf does any service or maintenance on the subject field, with the exception of employees of Owner who have been certified by AstroTurf to provide the service or maintenance or employees of Owner who follow the Maintenance Guidelines provided for Owner by AstroTurf.

AstroTurf does not warrant against normal wear and tear, as determined by an independent lab specializing in synthetic grass. AstroTurf also does not warrant against damage caused, directly or indirectly, by accident, improper use, negligence, abuse, neglect, vandalism, machinery, metal cleats or metal spiked shoes, animals, fire, flood, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of installation, the driving of motorized vehicles on the surface that exceed 2500 lbs., the driving of motorized vehicles under 2500 lbs at a speed of more than 5 miles per hour, improper or faulty subsurface preparation, failure of the subsurface after installation including settling of the surface, the use of dry cleaning fluids or improper cleaning methods, change in water table, exposure to light other than natural light or approved artificial light, or other acts of God.

AstroTurf's obligations under this warranty are restricted to the repair or, at its sole option, replacement of all or a portion of the affected parts covered by this warranty. AstroTurf's liability under this warranty is limited to the material value of the item to be repaired or replaced. The remedy of repair or replacement set forth in this warranty shall be the sole remedy and AstroTurf shall have no other obligations or liability in connection with any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

This warranty is expressly in lieu of all conditions and warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for AstroTurf other than the person authorized to execute this warranty for AstroTurf, and only the guarantee expressed herein shall apply.



The obligations of AstroTurf® under the warranty are subject to full payment of all monies due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will handle all warranty claims promptly so long as the Owner's account is in good standing at the time of the claim. Furthermore, all claims by the Owner made under the foregoing warranty shall be invalid and null and void unless made in writing to AstroTurf within eight (8) years from the date of substantial completion of the Project and within thirty (30) days of the Owner learning of the cause giving rise to its claim. This warranty is not transferable and is made between the parties listed below.

Date of Substantial Completion: \_\_\_\_\_

Issued To Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

\_\_\_\_\_

Expiration Date: \_\_\_\_\_

Approved by **AstroTurf® LLC**:

By: \_\_\_\_\_

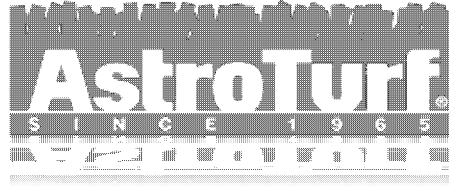
Date: \_\_\_\_\_

Its: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

AstroTurf® is a registered trademark of Textile Management Associates, Inc.



**STATEMENT OF LIMITED WARRANTY FIVE YEAR TERM**

OWNER:

PROJECT:

INSTALLATION CONTRACTOR: \_\_\_\_\_

INSTALLATION DATE: \_\_\_\_\_

AstroTurf, LLC hereby warrants that the XPLODE Resilient Track Surfacing System manufactured and installed on the above stated project conforms to the Specification Requirements as stated in the complete Bid Documentation, specifications, drawings, addendum's and change orders as noted.

The five year limited warranty provides 100% coverage in terms of cost for repairs during the first five years of use by the Owner for the intended use of the XPLODE Track Surfacing System.

**THE WARRANTY DOES NOT AND SPECIFICALLY EXCLUDES DAMAGE FROM NORMAL WEAR AND TEAR, VANDALISM, SLIGHT COLOR VARIATIONS FROM SAMPLES OR PRINTED BROCHURES, COLOR FADING DUE TO STAINS, BURNS, CUTS, GOUGES, AND/OR INDENTIONS CAUSED BY UNUSUAL/IMPROPER USE, DEGREDDATION CAUSED BY MOISTURE, ALKALI, HYDROSTATIC PRESSURE, CRACKING, SHIFTING OR LIFTING OF THE SUBSTRATRE OVER WHICH THE CONIPUR SP RESILIENT SURFACING SYSTEM HAS BEEN INSTALLED.**

**WARRANTY CLAIM REMEDY**

Warranty coverage begins with the date of FIRST USE by the Owner and is contingent upon receipt of full payment of the original contract value. Warranty coverage will be voided unless full payment is received by AstroTurf, LLC within 90 days of FIRST OWNER USE.

Upon FIRST NOTICE of a suspected warranty claim defect, the OWNER shall notify, in written format, AstroTurf, LLC advising in detail the suspected area of defect, the date of FIRST NOTICE of the suspected defect, and a request for a WARRANTY CLAIM inspection. The OWNER is limited to thirty (30) days from the date of FIRST NOTICE of a suspected defect to advise AstroTurf, LLC and request action. NOTICE SENT LATER THAN 30 DAYS FROM DATE OF FIRST NOTICE OF SUSPECTED DEFECT SHALL VOID THE WARRANTY AND SUBSEQUENT WARRANTY CLAIMS IN THEIR ENTIRETY.

- Upon proper receipt of request for a warranty claim inspection, AstroTurf, LLC shall respond, in written format, within 10 days and confirm a meeting with the OWNER at the site of the installation on a date to be determined.
- Upon completion of inspection, AstroTurf, LLC will determine the cause of the suspected defect and make recommendations for the proper method(s) to repair and itemized cost for same.
- Any repair work completed is limited in warranty coverage to the original date of installation of the system and does not extend the original time of warranty coverage.

OWNER AGREES THAT THIS STATEMENT OF WARRANTY IS EXCLUSIVE TO THE ORIGINAL OWNER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. OWNER FURTHER AGREES THAT IN NO EVENT SHALL ASTROTURF, LLC ON ANY CLAIM OF ANY KIND, HAVE ANY LIABILITY TO OWNER FOR LOSS OF USE, LOSS OF PROFITS, OR FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

\_\_\_\_\_

\_\_\_\_\_



## ***Tab 8—Value Add***

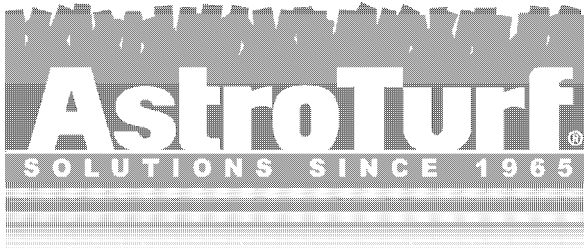
Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

AstroTurf offers certain options that other synthetic turf suppliers either cannot produce at all (our AstroBase technology) or cannot provide at the level of excellence or sophistication that we do (our Convertible Systems). As such, the AstroBase Technology and Convertible Systems should be considered value-added options separate from the standard offering herein.

The Convertible Systems cannot be pre-priced because too many factors influence the cost of these highly engineered systems. Each customized installation is highly engineered and will differ in design, structure, and implementation.

For information about AstroBase and Convertible Systems, please see the pages that immediately follow.





## **ASTROBASE**

Converting an existing grass field to a top-performing synthetic turf system is now a reality which can take place in days, instead of months, thanks to the development of AstroBase.

AstroBase is a system utilizing patented panel technology to replace compacted stone bases for synthetic turf systems. This is a different concept entirely versus lightweight tiles, foam pads and extruded plastic rolls that have had limited success in the industry, mainly as drain mats—not structural bases. According to



comparative plate loading test results (performed at Bathurst, Clarabut Geotechnical Testing, Inc. laboratories in Toronto), the AstroBase system has better structural integrity, even on a subbase compacted to only 70% density, than a highly compacted 6" dynamic stone base.

The advantages of AstroBase are numerous: Bottom line, AstroBase panels can save time and money, as well as provide an athletic surface which is second-to-none in terms of aesthetics (especially tolerance-to-grade), performance, consistency, and durability. The system is designed to last more than one life-cycle of turf.



In terms of time savings, a standard stone base installation (the price of which varies significantly from community to community) generally requires (with good weather) at least three weeks of construction time. In contrast, an AstroBase installation, including demo, minimal excavation, and compaction, requires less than 10 days. Other benefits include a drastic drop in truck traffic bringing tons and tons of stone to site (often going through neighborhoods unaccustomed to such a parade); a percentage of recycled material in the panels themselves; and a warranty not possible with stone bases.

AstroBase is a structural system of interlocking panels that can replace stone bases, AstroBase provides the qualities of drain mats and shock pad systems. Because AstroBase panels absorb shock, the turf systems installed on top can be shorter, less laden with rubber and rubber “fly out”.

Each panel is made from 100% recyclable materials.

AstroBase panels weigh 9 lbs. and are engineered to conform to the shape of the earth. Each panel features tiny 3,000 barbs that help hold the turf in place during installation and play. The panels are designed to withstand loads of 1,000 lbs. per square inch, or 144,000 lbs. per square foot!

For drainage, each panel features 82 drain holes to allow for vertical drainage. Vertical water flow through 2.5” pile height turf is 175” per hour.

Horizontal water flow under the panels is 96.4 inches per hour. Each panel is also designed to store 3.56 gallons of water underneath, ensuring the playing surface is always ready. This “storage capacity” is important when calculating storm water management.

The first full-field AstroBase installation took place at the Home Depot Center in Carson, California in December 2011. The entire process took just 6 days and the installation of the AstroBase panels on the 92,000 s.f. field took just 18 hours.



*The Home Depot Center*



Following the installation, the field hosted all five state championship football games for the California Interscholastic Federation, the AstroTurf NFLPA Collegiate Bowl, international soccer tournaments, and soccer practices for the U.S. Women’s National Team.

## **TAB 9 - REQUIRED DOCUMENTS**

DOC #1 Clean Air and Water Act / Debarment Notice

DOC #2 Lobbying Certification

DOC #3 Contractors Requirements

DOC #4 Antitrust Certification Statement

**Clean Air and Water Act & Debarment Notice**

I, the Vendor, am 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.

---

I hereby further 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.

Potential Vendor: AstroTurf

Title of Authorized Representative: Chief Operating Officer

Mailing Address: 2680 Abutment Road, Dalton, GA, 30721

Signature: Heard Smith

## LOBBYING CERTIFICATION

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 \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, 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 \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Heard Smith  
\_\_\_\_\_  
Signature of Respondent

5/10/12  
\_\_\_\_\_  
Date

**CONTRACTOR REQUIREMENTS**

**Contractor Certification**

**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 is 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 offeror 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 TCPN Participating entities in which work is being performed.

**Fingerprint & 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 offeror 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.

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Heard Smith

\_\_\_\_\_  
Signature of Respondent

5/10/12

\_\_\_\_\_  
Date

DOC #4

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

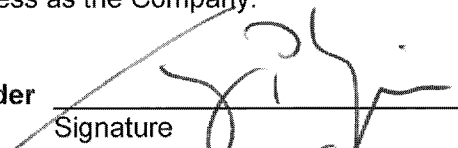
(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** AstroTurf  
\_\_\_\_\_  
\_\_\_\_\_

**Address** 2680 Abutment Road  
Dalton, GA, 30721  
\_\_\_\_\_

**Phone** 800-723-8873

**Fax** 706-277-5220

**Bidder**   
Signature  
Troy P. Squire  
Printed Name  
VP / Director of Sales  
Position with Company

**Authorizing Official**  
Heard Smith  
Signature  
Heard Smith  
Printed Name  
Chief Operating Officer  
Position with Company