

JACKIE ROBINSON BALLPARK TURF REPLACEMENT CONTRACT

THIS CONTRACT is made this _____ day of _____, 20____ (hereinafter the “Effective Date”), and entered by and between The City of Daytona Beach, Florida, (the “CITY”) and AstroTurf Company (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY is in need of an artificial turf system for the Jackie Robinson Ballpark (“JRBP”), a CITY-owned facility which is leased to Tortugas Baseball, LLC (the “TENANT”); and

WHEREAS, CONTRACTOR is in the business of manufacturing, selling, and providing for the installation of at public sports facilities and other venues, and is willing to install an artificial turf system at the JRBP in accordance with an existing cooperative contract entered into by CONTRACTOR and the National Joint Powers Alliance, and terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. COOPERATIVE CONTRACT INCORPORATED. The parties agree that the terms and conditions of that certain written cooperative agreement between AstroTurf Corporation and National Joint Powers Alliance (“NJPA”), dated 5/31/18, commonly known as NJPA Procurement Contract No. 60518-AST (hereinafter “the Cooperative Contract”), will apply except to the extent that such terms and conditions are in conflict with the provisions of this Contract. The Cooperative Contract, a complete copy of which is on file in the Office of the City Clerk, is incorporated herein by reference as **Exhibit A**. For purposes of applying the terms and conditions of **Exhibit A** to this Contract, terms such as “participant,” “Member,” and all similar terms, will be deemed to refer to the CITY.

2. SCOPE OF WORK. CONTRACTOR will replace the existing sod at JRBP with an artificial turf system. CONTRACTOR’s responsibilities include removing and disposing of existing sod and subsurface materials; clearing and grading to match existing field grade, installing certain subsurface drainage structures to provide positive drainage from the field into an existing perimeter collection system, installing the underlayment and new artificial turf, and installing required clay/dirt structures (consisting of pitcher’s mound, batter’s boxes, and bullpen pitching areas); and, upon Substantial Completion, providing end user training at the Project Site. The Work is more fully described in CONTRACTOR’s written Proposal dated November 13, 2018, and the following attachments to the written proposal: the Plan View, Typical Field Cross Section, warranties, and drainage plan. The Proposal and attachments are attached hereto and incorporated herein as **Exhibit B** (provided, however, that the Parties may hereafter administratively agree to changes in the Plan View, final field cross section, and drainage plan as needed based on field conditions without need for formal amendment). In performing the Work CONTRACTOR will also comply with General Conditions, which are set forth in **Exhibit C** to this Contract. CONTRACTOR will be responsible for obtaining any permits required.

The CITY has or will obtain TENANT’s permission, if required, for CONTRACTOR to enter upon JRBP (the “Work Site”) for the purpose of performing the Work.

3. COMMENCEMENT; COMPLETION TIME. CONTRACTOR will promptly commence Work upon the CITY's issuance of a Notice to Proceed ("NTP"), as further described in the General Conditions. The Completion Time for the Work is 75 calendar days from issuance of the Notice to Proceed, subject to reasonable delays due to force majeure events as these events are described in Section 16(i) of this Contract, below. Requests for extensions of time, and grants of such extension, including for force majeure events, will be made and reviewed in accordance with **Exhibit C**.

4. LIQUIDATED DAMAGES. TIME IS OF THE ESSENCE IN THE COMPLETION OF THE WORK. Accordingly, and in lieu of actual damages or proof thereof, if CONTRACTOR fails to complete the work within the Completion Time (as may be adjusted due to force majeure events), in lieu of actual damages or proof thereof, the CITY may require CONTRACTOR to pay the CITY for liquidated damages in the amount of \$1,000 for each day that CONTRACTOR fails to achieve Substantial Completion; \$100 per day for each day after Substantial Completion has been achieved, that CONTRACTOR fails to achieve Final Completion. For purposes herein, "Substantial Completion" means that the Work has been completed to the point that it is suitable for the intended use by CITY, or as applicable TENANT, even though certain minor "punch list" items remain uncompleted.

The CITY will have the right to offset such liquidated damages against any remaining portion of the Contract Price due to CONTRACTOR, but will not be limited to the offset if it is insufficient. If the unpaid balance of the Contract Price is less than the amount of the Liquidated Damages, the CONTRACTOR or its Surety must pay the deficiency to the CITY upon demand.

5. CONTRACT PRICE, PAYMENTS, AND RETAINAGE. The CITY will pay CONTRACTOR a Contract Price of **\$938,391**. The Contract Price will be CONTRACTOR's sole compensation for the work, other than CITY's reimbursement of any fees required for permitting (if any). CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs, including monies owed to subcontractors and suppliers, in meeting its obligations herein. Adjustments to the Contract Price, if any, will be made in strict accordance with **Exhibit C**. Procedures and standards for progress payments, retainage, and final payment are set forth in **Exhibit C**.

6. STANDARD OF PERFORMANCE/WARRANTY. In addition to the performance standards set forth in the Cooperative Contract (**Exhibit A**), CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein for minor league baseball parks within the State of Florida, all applicable ASTM International standards, and Minor League Baseball ("MiLB") Rule 58.

7. Performance and Payment Bonds. Prior to commencing Work on-site, CONTRACTOR will provide performance and payment bonds which will each be equal to 100% of the Contract Price, or with CITY's approval, CONTRACTOR may provide a combination payment/performance bond equal to 100% of the Contract Price. The surety company executing the bond must be authorized to do business in the State of Florida, and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current

list in an amount not less than the required bond amount. The form of the bond must be provided or approved by the CITY and must be accompanied by sufficient evidence of the authority of the issuing agent.

CONTRACTOR will record the bonds in the Public Records of Volusia County in accordance with the applicable requirements of Florida Statutes § 255.05, at CONTRACTOR's cost.

8. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also be responsible for the performance of CONTRACTOR's subcontractors.

9. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

10. Public Records. To the extent applicable, CONTRACTOR will comply with the requirements of Florida's Public Records Law, Chapter 119 Florida Statutes, which include the following:

- (1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.
- (2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the CITY Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.
- (4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

11. Indemnification.

(a) CONTRACTOR hereby indemnifies and holds harmless the CITY and TENANT from and against all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Work provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

(b) CONTRACTOR indemnifies the CITY and TENANT against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, CONTRACTOR must refund to the CITY or TENANT, as applicable, all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

(c) For purposes of this Section 11, all references to the CITY and TENANT, include their respective officers, employees, and agents.

(d) CONTRACTOR's obligations under this Section 11 are made without regard to the availability of insurance of the CITY or TENANT.

12. Insurance.

(a) *Required Insurance.* CONTRACTOR will purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

- (1) *Workers' Compensation Insurance* – As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR employed at the Work Site or in any way connected with the Work. The Workers' Compensation Insurance will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000

per accident. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

- (2) *Liability insurance* – Including Commercial General Liability coverage for operations, independent contractors, products-completed operations, broad form property damage, collapse and underground, and personal injury on an "occurrence" basis, insuring the CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the Work; and Automobile Liability coverage insuring claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by CONTRACTOR at the Work Site or in any way connected with the Work.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AND TENANT, AS ADDITIONAL INSUREDS. CONTRACTOR's Commercial General Liability insurance policy will provide coverage to CONTRACTOR, and CITY/TENANT when required to be named as an additional insured, either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY/TENANT in CONTRACTOR's Care, Custody or Control or Property of CITY/TENANT, on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY or TENANT, are added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent will be used to provide such Additional Insured status.

The limit of liability will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer will waive its rights of subrogation, if any, against the CITY and TENANT, on each of the foregoing types of required insurance coverage.

- (3) *Installation Floater* - On an "all risk" basis, including but not limited to, the perils of theft, vandalism, and malicious mischief, on 100 percent of the value of the Contract, or alternatively, 100 percent on that portion of the Contract that is insurable under an Installation Floater, in a form satisfactory to the CITY, and for the benefit of the CITY, the CONTRACTOR, and subcontractors as their interests may appear. The policy will be endorsed to cover materials and supplies in transit and at storage

locations and will name the CITY as the Loss Payee as its interest may appear. The CITY, the CONTRACTOR and any subcontractor insured therein waive all rights against each other for damage caused by fire and other perils to the extent covered by the insurance obtained pursuant to this paragraph.

(b) *Subcontractors' Insurance.* Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above based on the services they will provide to the project.

(c) *Proof of Insurance.* CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence Work until all required insurance has been approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard and the expiration dates.

Upon request of the Risk Manager, CONTRACTOR will also provide the CITY copies of the insurance contracts referenced by the certificates.

(d) *Cancellation and Replacement.* CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to expiration or termination of this Contract. If such insurance terminates without CONTRACTOR's prior knowledge, immediately upon becoming aware of such termination CONTRACTOR will provide notice to the CITY's Risk Manager at P.O. Box 2451, Daytona Beach, Florida 32115-2451.

The CITY reserves the right to suspend any or all of the Work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

(e) *Termination of Insurance.* CONTRACTOR will not cancel any required insurance coverage until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR is authorized to cancel the insurance and the effective date of such authorization. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(f) *Liabilities Not Affected.* The liabilities of CONTRACTOR under this Contract will survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor will relieve the CONTRACTOR or its sub-contractors from responsibility to provide insurance as required by the contract.

13. Notice. All notices, requests, demands and other communications required under this Contract will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier, or by certified or registered mail:

(i) If to CITY:	David Waller, Deputy Public Works Director Daytona Beach Public Works 950 Bellevue Avenue Daytona Beach, FL 32114 Fax (386) 671-6820
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(ii) If to CONTRACTOR:

Fax _____

The person designated for notice on behalf of the CITY herein will also be the CITY's Contract Administrator.

14. Limitation on Waivers. Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

15. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) *Negotiations.* A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) *Non-Binding Mediation.* Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the Subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party attending will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

16. In General.

- (a) *Amendments.* Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.
- (b) *Assignments and Subcontracting.* No assignment or subcontracting will be authorized without the CITY's written approval.
- (c) *Compliance with Laws and Regulations.* In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.
- (d) *No Third Party Beneficiaries.* Except where specifically provided herein, there are no third party beneficiaries of CONTRACTOR's services under this Contract.
- (e) *Nondiscrimination.* CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.
- (f) *Principles in Construing Contract.* This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only affect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.
- (g) *Venue.* The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.
- (h) *Litigation Costs.* Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.
- (i) *Force Majeure.* A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless

the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(j) *Jury Trial Waived.* THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(k) *Authority to Bind CONTRACTOR.* The undersigned representative of CONTRACTOR represents and warrants that he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(l) *Conflicts with Exhibits.* In case of conflicts between this Contract and any Exhibit, the provision most favorable to the CITY will govern.

(m) *Integration.* This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the day and year set forth beside each party's signatures below.

THE CITY

CONTRACTOR

By: _____

Derick L. Henry, Mayor

By: _____

Printed Name: _____

Date: _____

Title: _____

Attest: _____

Letitia LaMagna, City Clerk

Date: _____

Approved as to legal form:

By: _____

Robert Jagger, City Attorney

EXHIBIT A: Cooperative Contract
(Not attached—will remain on file in City Clerk's Office)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 060518-AST

Proposer's full legal name: AstroTurf Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be August 7, 2018 and will expire on August 7, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D8205884E3
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coauette

3F76C038A547440
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on August 3, 2018

Sourcewell Contract # 060518-AST

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name AstroTurf Corporation

Authorized Signatory's Title President

[Signature]

VENDOR AUTHORIZED SIGNATURE

Troy P. Squires

(NAME PRINTED OR TYPED)

Executed on Aug 7, 2018

Sourcewell Contract # 060518-AST

<u>Daytona Beach Tortugas</u>	<u>List</u>	<u>Discount</u>	<u>Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
NJPA Pricing List						
RootZone Diamond Blend OPS	\$ 2.78	6%	\$ 2.61	100,735	SF	\$ 263,240.70
RootZone Diamond Blend-I OPS	\$ 2.95	6%	\$ 2.77	31,865	SF	\$ 88,361.65
Baseball Inlays	\$ 567.97	6%	\$ 533.89	1	LS	\$ 533.89
Baseball Skin Infield	\$ 10,333.44	6%	\$ 9,713.43	1	LS	\$ 9,713.43
Baseball warning track	\$ 18,600.19	6%	\$ 17,484.18	1	LS	\$ 17,484.18
Baseball Replacement Panels	\$ 4,815.58	6%	\$ 4,526.65	1	LS	\$ 4,526.65
Standard Center Field Logo	\$ 7,478.62	6%	\$ 7,029.90	1	LS	\$ 7,029.90
AstroFusion	\$ 2.26	6%	\$ 2.12	12250	LF	\$ 26,023.90
Seam Tape	\$ 86.95	6%	\$ 81.73	31	Roll	\$ 2,533.72
ZeoFill	\$ 0.29	6%	\$ 0.27	65772.5	lb	\$ 17,929.58
Installation Green turf	\$ 1.33	6%	\$ 1.25	131,545	SF	\$ 164,457.56
Baseball Inlays (installation)	\$ 684.52	6%	\$ 643.45	1	LS	\$ 643.45
Baseball skin Infield (installation)	\$ 5,005.95	6%	\$ 4,705.59	1	LS	\$ 4,705.59
Baseball Warning Track (installation)	\$ 6,535.71	6%	\$ 6,143.57	1	LS	\$ 6,143.57
Turf Groomer Machine	\$ 10,171.25	6%	\$ 9,560.98	1	EA	\$ 9,560.98
Construction Scope Per RS Means (See Attached)	\$ 348,941.80	6%	\$ 328,005.29	1	LS	\$ 328,005.29
Subtotal						\$ 950,894.04
P & P Bond					1%	\$ 9,508.94
Total NJPA Not To Exceed						\$ 960,402.98
AstroTurf Pricing						\$ 924,738.00
Total Savings						\$ 35,664.98



Materials Only - See Installation Prices for corresponding Installation component					
Manufacturer item or part number	Description	Unit of Measure	Manufacturer list Price	NJPA Discount	Net Price to NJPA Member
Athletic TURF (includes all materials for fabrication. Includes sand & rubber infill components. Does not include installation. See Installation Pricing Section)					
Rhino Series					
Rhino SF 38	38 oz. Slit-Film Product with 2" Pile Height	SF	\$ 2.81	6%	\$ 2.64
Rhino SF 42	42 oz. Slit-Film Product with 2" Pile Height	SF	\$ 2.89	6%	\$ 2.72
Rhino SF 48	48 oz. Slit-Film Product with 2" Pile Height	SF	\$ 3.00	6%	\$ 2.82
Rhino M 38	38 oz. High Micron Monofilament with 2" Pile Height	SF	\$ 2.86	6%	\$ 2.69
Rhino M 42	42 oz. High Micron Monofilament with 2" Pile Height	SF	\$ 2.94	6%	\$ 2.77
Rhino M 48	48 oz. High Micron Monofilament with 2" Pile Height	SF	\$ 3.06	6%	\$ 2.88
Rhino Blend 38	38 oz. Blended Product of Slit-Film & Monofilament with 2" Pile Height	SF	\$ 2.89	6%	\$ 2.72
Rhino Blend 42	42 oz. Blended Product of Slit-Film & Monofilament with 2" Pile Height	SF	\$ 2.93	6%	\$ 2.75
Rhino Blend 48	48 oz. Blended Product of Slit-Film & Monofilament with 2" Pile Height	SF	\$ 3.04	6%	\$ 2.85
Rootzone 3D Premium Series					
Rootzone 3DSF 52	52 oz. Slit-Film with AstroTurf RootZone Technology	SF	\$ 3.15	6%	\$ 2.96
Rootzone 3DSF 60	60 oz. Slit-Film with AstroTurf RootZone Technology	SF	\$ 3.33	6%	\$ 3.13
Rootzone 3DM 60	60 oz. Legend Monofilament with AstroTurf RootZone Technology	SF	\$ 3.31	6%	\$ 3.11
Rootzone 3D3 Blend 52	52 oz. Blended Slit-Film & Monofilament with AstroTurf RootZone Technology	SF	\$ 3.15	6%	\$ 2.96
Rootzone 3D3 Blend 60	60 oz. Blended Slit-Film & Monofilament with AstroTurf RootZone Technology	SF	\$ 3.33	6%	\$ 3.13
Rootzone 3D Decade	AstroTurf 10 year Manufacturer's Warranty - Legend Monofilament, Slit-Film & RootZone fibers with PreFabrication & AstroFusion Seaming Technology.	SF	\$ 3.76	6%	\$ 3.53
Rootzone 3D Series HD					
Rootzone 3DSF HD 52	52 oz. Slit-film with AstroTurf RootZone Technology with required shock absorption pad	SF	\$ 4.27	6%	\$ 4.01
Rootzone 3DSF HD 60	60 oz. Slit-film with AstroTurf RootZone Technology with required shock absorption pad	SF	\$ 4.31		\$ 4.31
Rootzone 3DM HD 52	52 oz. Legend Monofilament with AstroTurf RootZone Technology with required shock absorption pad	SF	\$ 4.43	6%	\$ 4.16
Rootzone 3DM HD 60	60 oz. Legend Monofilament with AstroTurf RootZone Technology with required shock absorption pad	SF	\$ 4.27	6%	\$ 4.01
Rootzone 3D3 Blend HD 52	52 oz. Blended Slit-Film & Legend Monofilament with AstroTurf RootZone Technology with required shock absorption pad	SF	\$ 4.44	6%	\$ 4.17
Rootzone 3D3 Blend HD 60	60 oz. Blended Slit-Film & Legend Monofilament with AstroTurf RootZone Technology with required shock absorption pad	SF	\$ 4.44	6%	\$ 4.17
Rootzone 3D Trionic Series					
Rootzone 3DM Trionic	60 oz. Trionic Monofilament with AstroTurf RootZone Technology	SF	\$ 3.31	6%	\$ 3.11



Rootzone 3D3 Blend Trionic 52	52 oz. Blended Slit-Film & Trionic Monofilament with AstroTurf RootZone Technology	SF	\$ 3.15	6%	\$ 2.96
Rootzone 3D3 Blend Trionic 60	60 oz. Blended Slit-Film & Trionic Monofilament with AstroTurf RootZone Technology	SF	\$ 3.33	6%	\$ 3.13
RootZone 3D Decade Trionic	AstroTurf 10 year Manufacturer's Warranty - 60 oz. Trionic Monofilament, Slit-Film & RootZone fibers with PreFabrication & AstroFusion Seaming Technology.	SF	\$ 3.97	6%	\$ 3.73
RootZone 3D Trionic Series HD					
RootZone 3DM Trionic HD 52	52 oz. Trionic Monofilament with AstroTurf RootZone Technology with required shock pad	SF	\$ 5.10	6%	\$ 4.79
RootZone 3DM Trionic HD 60	60 oz. Trionic Monofilament with AstroTurf RootZone Technology with required shock pad	SF	\$ 5.19	6%	\$ 4.88
Rootzone 3D3 Blend Trionic HD 52	52 oz. Blended Slit-Film & Trionic Monofilament with AstroTurf RootZone Technology with required shock pad	SF	\$ 5.25	6%	\$ 4.94
Rootzone 3D3 Blend Trionic HD 60	60 oz. Blended Slit-Film & Trionic Monofilament with AstroTurf RootZone Technology with required shock pad	SF	\$ 5.35	6%	\$ 5.02
AstroTurf Green Series (includes alternative infill components)					
DT32	Hybrid 1 1/8" Pile Height 3D System with a Slit-film Face Fiber and AstroTurf's Rootzone Technology designed to be installed over a Pad System with ZeoFill Infill Materials in lieu of SBR Rubber	SF	\$ 5.86	6%	\$ 5.50
Nike NRG	Rootzone 3D3 Blend 52 Turf System inclusive of AstroTurf's Exclusive Nike Grind Infill System with required shock absorption pad	SF	\$ 3.87	6%	\$ 3.63
Nike NRG+	Rootzone 3D3 Blend 52 Turf System inclusive of AstroTurf's Exclusive Nike Grind Infill System with exclusive Nike Shock Pad	SF	\$ 3.87	6%	\$ 3.63
			\$ -		
AstroTurf Baseball Diamond Series					
H.R.					
Rhino SF HR		SF	\$ 2.88	6%	\$ 2.71
O.P.S.					
Rootzone Diamond Blend OPS	52 oz. Synthetic Turf designed to replicate infield grass. 1.5" pile height 52 oz. turf product featuring a blend of Trionic fibers, Slit Film fibers, and AstroTurf RootZone Technology.	SF	\$ 2.78	6%	\$ 2.62
Rootzone Diamond Blend-I OPS	52 oz. Synthetic Turf designed to replicate infield grass. 1.125" pile height 52 oz. turf product featuring a blend of Diamond mono fibers, PE/PA twisted fibers and AstroTurf RootZone Technology.	SF	\$ 2.95	6%	\$ 2.77
ERA RootZone Diamond OPS	80 oz. Diamond monofilament & PE/Nylon twist fiber with RootZone technology.	SF	\$ 4.51	6%	\$ 4.24
R.B.I.					
RootZone Diamond Blend RBI	60 oz. Synthetic Turf designed to replicate infield grass. 2" pile height, 52 oz. turf product featuring a blend of Trionic Monofilament fibers, slit-film fibers and AstroTurf RootZone Technology.	SF	\$ 3.32	6%	\$ 3.12



RootZone Diamond-I RBI	60 oz. Synthetic Turf designed to replicate infield grass. 1.5" pile height, 60 oz. turf product featuring a blend of Diamond Monofilament fibers, PE/Nylon twist, and AstroTurf RootZone Technology.	SF	\$ 3.21	6%	\$ 3.02
ERA RootZone Diamond RBI	90 oz. Synthetic Turf designed to replicate infield grass. 1.5" pile height, 90 oz. turf product featuring a blend of Diamond Monofilament fibers, PE/Nylon twist, and AstroTurf RootZone Technology.	SF	\$ 4.00	6%	\$ 3.76
Batters Box - Velcro Replacement Panels	(5) velcro seamed replacement panels for each batters box. Total of (10) per order	EA	\$ 4,635.00	6%	\$ 4,356.90
Catchers Box - Velcro Replacement Panels	(5) velcro seamed replacement panels for each batters box. Total of (10) per order	EA	\$ 4,635.00	6%	\$ 4,356.90
Running Base Paths Replacement Attic Stock	3,000 SF of synthetic turf to be used at a later date for replacement of worn running path areas.	EA	\$ 9,991.00	6%	\$ 9,391.54
LigaTurf Soccer Series					
LigaTurf Rootzone Blend 1.5"	52 oz. Slit-film & Trionic monofilament fiber with AstroTurf Rootzone Technology. 1.5" fiber height	SF	\$ 3.39	6%	\$ 3.19
LigaTurf RS Pro II	48 oz. Trionic monofilament fiber. 1.5" fiber height	SF	\$ 3.27	6%	\$ 3.07
LigaTurf RootZone 3D3 Blend	52 oz. slit-film fiber & Trionic monofilament with AstroTurf RootZone Technology	SF	\$ 4.44	6%	\$ 4.17
Soccer Goalie Box replacement	(5) sets of soccer goalie box area (entire area inside goalie box as per NFHS) replacement panels. Synthetic turf shall be cut to NFHS soccer standards.	EA	\$ 15,212.07	6%	\$ 14,299.35
World Rugby Series					
LigaTurf Trionic RootZone 3D3 Blend WR	60 oz. Slit-film & Trionic monofilament fiber with AstroTurf RootZone technology along with required pad. 2 3/8" fiber height	SF	\$ 5.61	6%	\$ 5.28
LigaTurf Trionic RootZone WR	60 oz. Trionic monofilament fiber with AstroTurf RootZone technology along with required pad. 2 3/8" fiber height	SF	\$ 5.72	6%	\$ 5.37
LigaTurf Trionic WR	48 oz. Trionic monofilament fiber with required pad. 2 3/8" fiber height	SF	\$ 5.10	6%	\$ 4.79
Field Hockey Systems					
AstroTurf System 12	60 oz. AstroTurf Knitted Nylon	SF	\$ 5.32	6%	\$ 5.00
AstroTurf System 90	60 oz. AstroTurf Knitted Nylon adhered to 3/8" Armcel Pad	SF	\$ 9.95	6%	\$ 9.36
PoliGrass Platinum	48 oz. Tufted Polyethylene turf product for Field Hockey, featuring CoolPlus fibers. Uses Latex backing. Must be used over a shock absorption pad.	SF	\$ 5.89	6%	\$ 5.54
AstroGrass 48	48 oz. Tufted Nylon turf product for Field Hockey. Must be used over a shock absorption pad.	SF	\$ 4.52	6%	\$ 4.25
Specialty Systems					
PGPN	56 oz. Slit-Film Face Fiber. 1.75" Pile Height with Rootzone Technology	SF	\$ 3.47	6%	\$ 3.27
PGPN 5MM	56 oz. Slit-Film Face Fiber. 1.75" Pile Height with Rootzone Technology with 5MM Factory Applied Foam Pad	SF	\$ 4.71	6%	\$ 4.42
PureGrass	56 oz. 100% Nylon. 1.75" Pile Height Face Fiber with RootZone Technology	SF	\$ 3.83	6%	\$ 3.60
PureGrass 8MM	56 oz. 100% Nylon. 1.75" Pile Height Face Fiber with RootZone Technology with 8MM Factory Applied Foam Pad	SF	\$ 5.43	6%	\$ 5.11



AstroMod Basic	55 oz. Slit-film fiber with AstroTurf RootZone Technology & attached 19mm pad. .75" fiber length	SF	\$ 8.96	6%	\$ 8.42
AstroMod Sport	65 oz. Slit-film fiber with AstroTurf RootZone Technology & attached 19mm pad. 1.125" fiber length	SF	\$ 9.27	6%	\$ 8.71
AstroMod Pro	80 oz. Slit-film fiber with AstroTurf RootZone Technology & attached 19mm pad. 1.25" fiber length	SF	\$ 9.79	6%	\$ 9.20
AstroPlay GTX 64	40 oz. High micron monofilament fiber. 2.5" fiber length.	SF	\$ 3.50	6%	\$ 3.29
AstroPlay GTX 50	34 oz. High micron monofilament fiber. 2" fiber length.	SF	\$ 3.19	6%	\$ 3.00
AstroPlay GTS 64	40 oz. High micron monofilament fiber. 2.5" fiber length.	SF	\$ 3.50	6%	\$ 3.29
AstroPlay GTS 50	34 oz. High micron monofilament fiber. 2" fiber length.	SF	\$ 3.19	6%	\$ 3.00
AstroPlay GT Q40 HD	40 oz. High micron monofilament fiber & slit-film fiber. 2.5" fiber length.	SF	\$ 3.50	6%	\$ 3.29
AstroPlay GTX40	34 oz. High micron monofilament fiber. 1 5/8" fiber length.	SF	\$ 3.24	6%	\$ 3.05
Lacrosse Goal Crease Replacement	(5) sets of lacrosse goal crease replacement panels. Synthetic turf shall be cut to NFHS lacrosse standards & includes infill.	EA	\$ 6,695.00	6%	\$ 6,293.30
Field Hockey Goal Crease Replacement	(5) sets of field hockey goal crease replacement panels. Synthetic turf shall be cut to NFHS lacrosse standards & includes infill. Infilled synthetic turf systems only.	EA	\$ 6,695.00	6%	\$ 6,293.30
3rd Party Insured Warranty					
3rd Party Warranty	8-Year, 3rd Party Insured Warranty	LS	\$ 5,350.65	6%	\$ 5,029.61
Inlaid Sport Packages (includes all materials for fabrication - does not include installation. See Installation Pricing Section)					
Football Number Package	Inlaid Number Package	LS	\$ 2,702.08	6%	\$ 2,539.95
Outlined/Shadowed Football Number Package	Inlaid Outlined/Shadowed Number Package	LS	\$ 4,895.84	6%	\$ 4,602.09
Football Hash Mark Package	Inlaid Hash Mark Package	LS	\$ 668.83	6%	\$ 628.70
Soccer	Inlaid Soccer Lines	LS	\$ 760.73	6%	\$ 715.08
Soccer Tick Marks	Inlaid Soccer Tick Mark Package	LS	\$ 200.65	6%	\$ 188.61
Men's Lacrosse	Inlaid Men's LAX Lines	LS	\$ 7,390.85	6%	\$ 6,947.40
Men's Lacrosse Tick Marks	Inlaid Men's LAX Tick Mark Package	LS	\$ 200.65	6%	\$ 188.61
Women's Lacrosse	Inlaid Women's LAX Lines	LS	\$ 784.27	6%	\$ 737.22
Women's Lacrosse Tick Marks	Inlaid Women's LAX Tick Mark Package	LS	\$ 200.65	6%	\$ 188.61
Field Hockey	Inlaid Field Hockey Lines	LS	\$ 456.14	6%	\$ 428.77
Field Hockey Tick Marks	Inlaid Field Hockey Tick Mark Package	LS	\$ 200.65	6%	\$ 188.61
Baseball Inlays	Inlaid Baseball Lines	LS	\$ 567.97	6%	\$ 533.89
Baseball Skin Infield	Skin Infield	LS	\$ 10,333.44	6%	\$ 9,713.44
Baseball Warning Track	Warning Track	LS	\$ 18,600.19	6%	\$ 17,484.18
Softball Inlays	Inlaid Softball Lines	LS	\$ 478.21	6%	\$ 449.52
Softball Skin Infield	Skin Infield	LS	\$ 10,694.61	6%	\$ 10,052.93
Softball Warning Track	Warning Track	LS	\$ 13,022.14	6%	\$ 12,240.81
Baseball/Softball Replacement Panels	8 Batter's Box & Catcher's Box Replacement Panels	LS	\$ 4,815.58	6%	\$ 4,526.65
Rugby	Inlaid Rugby Lines	LS	\$ 440.09	6%	\$ 413.69
Flag Football	Inlaid Flag Football Lines	LS	\$ 434.74	6%	\$ 408.66
Flag Football Tick Marks	Inlaid Flag Football Tick Mark Package	LS	\$ 133.77	6%	\$ 125.74
Ultimate Frisbee	Inlaid Ultimate Frisbee Lines	LS	\$ 434.74	6%	\$ 408.66
Ultimate Frisbee Tick Marks	Inlaid Ultimate Frisbee Tick Mark Package	LS	\$ 133.77	6%	\$ 125.74
Inlaid Graphics (includes all materials for fabrication - does not include installation. See Installation Pricing Section)					
End Zone Lettering (Single Color)	Single Color Block Letter approx. 18' x 14'	LS	\$ 1,266.51	6%	\$ 1,190.52
End Zone Lettering (Two Color)	Two Color Block Letter approx. 18' x 14'	LS	\$ 1,902.16	6%	\$ 1,788.03
End Zone Lettering (Three Color)	Three Color Block Letter approx. 18' x 14'	LS	\$ 2,630.92	6%	\$ 2,473.07
Standard Center Field Logo	Approx. size 30' x 30'	LS	\$ 7,478.62	6%	\$ 7,029.90
Advanced Center Field Logo	Approx. size 30' x 30'	LS	\$ 11,308.61	6%	\$ 10,630.10



Complex Center Field Logo	Approx. size 30' x 30'	LS	\$ 20,201.39	6%	\$ 18,989.31
PreFabrication of Football Inlays	PreFabrication of all Number Package and Hash Mark Package prior to shipment of turf to job site.	LS	\$ 8,828.57	6%	\$ 8,298.86
PreFabrication of End Zone Panels	PreFabrication of End Zone Panels with Inlaid Graphics prior to shipment of turf to job site.	per Letter	\$ 882.86	6%	\$ 829.89
Installation Materials					
Thread	For sewing seams	per lb.	\$ 16.05	6%	\$ 15.09
Hot Melt	For inlays and/or seams	per box	\$ 100.32	6%	\$ 94.31
Seam Tape	For inlays and/or seams	per roll	\$ 86.95	6%	\$ 81.73
Nordot 34G	For inlays and/or seams	per bucket	\$ 410.60	6%	\$ 385.96
Nordot 34S Plus (Spray Adhesive)	For 100% Direct Glue Down applications	per 55 gal. drum	\$ 2,754.55	6%	\$ 2,589.27
AstroFusion	AstroTurf AstroFusion Seaming Technology	per lin. Ft.	\$ 2.26	6%	\$ 2.13
Reflective AstroFusion	AstroTurf AstroFusion Seaming Technology Designed for installation over pad systems	per lin. Ft.	\$ 2.62	6%	\$ 2.46
Reinforced Backing	Convertible System Reinforced Backing	SF	\$ 0.43	6%	\$ 0.40
Infill					
Ambient Rubber	Ambient Processed Recycled Tire Crumb 10-20 Mesh for Sports Fields	per lb.	\$ 0.30	6%	\$ 0.28
Cryogenic Rubber		per lb.	\$ 0.02	6%	\$ 0.02
Cryogenic Rubber	Crygenically Processed Recycled Tire Crumb 10-20 Mesh for Sports Fields	per lb.	\$ 0.36	6%	\$ 0.34
TPE - Regalfill		per lb.	\$ 0.66	6%	\$ 0.62
Envirofill		per lb.	\$ -	6%	\$ -
Sand	20-40 Mesh, Round to Sub-round Sand with hardness factor of 6 or greater	per lb.	\$ 0.23	6%	\$ 0.21
Nike Grind	Recycled Nike Shoe Components processed to 10-20 Mesh for Sports Fields	per lb.	\$ 0.63	6%	\$ 0.59
Nike Grind Green	Recycled Nike Shoe Components processed to 10-20 Mesh for Sports Fields Painted Green	per lb.	\$ 0.71	6%	\$ 0.67
GreenPlay	Organic Infill composed of a blend of coconut husks and cork.	per lb.	\$ 0.94	6%	\$ 0.88
ZeoFill	Organic mineral infill composed of clinoptilolite zeolite for cooling benefits.	per lb.	\$ 0.29	6%	\$ 0.27
Melos EPDM	Ethylene propylene diene monomer virgin rubber infill.	per lb.	\$ 1.42	6%	\$ 1.34
Maintenance Equipment					
AstroTurf Custom SMG TC1400 Groomer	Featuring a soft-bristled rotating brush to remove debris and a rear leveling brush to settle the infill and lift the turf fibers.	EA	\$ 10,171.25	6%	\$ 9,560.98
SMG SportsChamp	Self propelled maintenance machine featuring a rotary brush and various attachments for all maintenance needs, including fiber lifting, infill leveling and debris removal.	EA	\$ 67,465.00	6%	\$ 63,417.10
GroomAll		EA	\$ 4,043.30	6%	\$ 13,337.50
SMG Sweeper (Triangle Brush DB2350)	Diamond drag brush.	EA	\$ 1,405.95	6%	\$ 1,321.59
GreensGroomer 720SDE	Diamond drag brush.	EA	\$ 4,043.30	6%	\$ 3,800.71
Spring Tine Rake Attachment	Attachment for decompacting infill.	EA	\$ 1,170.66	6%	\$ 1,100.42
Testing					
Gmax Testing	Third party service to test shock absorption properties of fields.	EA	\$ 1,570.75	6%	\$ 1,476.51
PreShipment Testing	In-plant testing of manufactured turf products prior to shipment.	per Panel	\$ 1,042.88	6%	\$ 980.30
FIFA Lab Testing	FIFA-certified testing agency will test turf products performance against FIFA-developed parameters for performance.	EA	\$ 15,450.00	6%	\$ 14,523.00
FIFA Field Testing	FIFA-certified testing agency will test field performance against FIFA-developed parameters for performance.	EA	\$ 15,450.00	6%	\$ 14,523.00



Base Infiltration Testing	Testing to evaluate drainage properties of field base.	EA	\$ 1,725.25	6%	\$ 1,621.74
FIH Certification	Certification that the installed field from AstroTurf meets FIH Certification standards.	EA	\$ 22,145.00	6%	\$ 20,816.30
Pad Systems / Underlayment					
Schmitz 23 MM Pad	Deliver & install 23mm Schmitz foam pad. Minimum order 60,000 SF	SF	\$ 1.29	6%	\$ 1.21
35 mm dual-lift e-layer	Elastic layer comprised of specifically sized stone, rubber & PE binder providing a resilient surface under the synthetic turf system. 35 mm total depth, installed in two "lifts" or passes across the field.	SF	\$ 6.39	6%	\$ 6.00
26 mm dual-lift e-layer	Elastic layer comprised of specifically sized stone, rubber & PE binder providing a resilient surface under the synthetic turf system. 26 mm total depth, installed in two "lifts" or passes across the field.	SF	\$ 6.08	6%	\$ 5.71
26 mm single lift e-layer	Elastic layer comprised of specifically sized stone, rubber & PE binder providing a resilient surface under the synthetic turf system. 26 mm total depth, installed in one "lift" or passes across the field.	SF	\$ 5.56	6%	\$ 5.23
19 mm single lift e-layer	Elastic layer comprised of specifically sized stone, rubber & PE binder providing a resilient surface under the synthetic turf system. 19 mm total depth, installed in one "lift" or passes across the field.	SF	\$ 4.94	6%	\$ 4.65
Brock PowerBase	Expanded PolyPropylene shock absorbing pad	SF	\$ 2.16	6%	\$ 2.03
Brock ASP-15	Expanded PolyPropylene shock absorbing pad at 15 mm thickness.	SF	\$ 1.26	6%	\$ 1.19
Armaceil 3/8"	Pad System	SF	\$ 1.31	6%	\$ 1.23
Armaceil 3/8" with Hole Punch	Pad System with Drainage Holes	SF	\$ 1.51	6%	\$ 1.42
Armaceil 5/8"	Pad System	SF	\$ 1.89	6%	\$ 1.78
Armaceil 5/8" with Hole Punch	Pad System with Drainage Holes	SF	\$ 2.09	6%	\$ 1.96
Enplast with Exclusive Nike Grind	Pad System with Drainage Channels and Holes. Extruded rubber featuring the byproducts of Nike shoe manufacturing.	SF	\$ 1.09	6%	\$ 1.03
Payment & Performance Bond	Payment & Performance bonding.	Total Price	2%	6%	1.94%
Maintenance Service					
Infill & Fiber Grooming A	Rotary Broom, Magnet, Vacuum Cleaning & Decompaction Process - Field under 75,000 SF	LS	\$ 6,526.32	6%	\$ 6,134.74
Infill & Fiber Grooming B	Rotary Broom, Magnet, Vacuum Cleaning & Decompaction Process - Field over 75,000 SF	LS	\$ 7,184.21	6%	\$ 6,753.16
Infill & Fiber Grooming C	Rotary Broom, Magnet, Vacuum Cleaning & Decompaction Process - Field over 100,000 SF	LS	\$ 7,842.11	6%	\$ 7,371.58
PSF 110 Natural Enzyme Sport Surface Cleanser	Must be performed with Infill & Fiber Grooming	LS	\$ 789.47	6%	\$ 742.11
ProBioShield Synthetic Turf Protectant Application	Must be performed with Infill & Fiber Grooming	LS	\$ 3,947.37	6%	\$ 3,710.53
Topdressing	Topdressing of infill (Does not include cost of infill) per TON		\$ 526.32	6%	\$ 494.74
Escrow Secured Annual Maintenance Program	See section...tab...for full description of annual maintenance program	LS	\$ 65,789.47	6%	\$ 61,842.11
SportChamp Service	Deep cleaning; broom, vacuum, & decompact	SF	\$ 0.11	6%	\$ 0.10
Site-Work					
6" stone base	Materials for a new synthetic turf base system that is 6" in depth. Standard outlet drainage connection.	SF	\$ 3.50	6%	\$ 3.29



8" stone base	Materials for a new synthetic turf base system that is 8" in depth. Standard outlet drainage connection.	SF	\$ 3.80	6%	\$ 3.57
Removal & Disposal of existing field	Materials for removal & disposal of existing synthetic turf system.	SF	\$ 0.90	6%	\$ 0.85
Regrade stone base for existing field	Materials for regading of existing stone base after removal of previous synthetic turf system and prior to installation of new synthetic turf system.	SF	\$ 0.51	6%	\$ 0.48



National Joint Powers Alliance®
REQUEST FOR PROPOSAL
for the procurement of
**ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES,
INSTALLATION, AND SERVICES**

RFP Opening

June 6, 2018

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #060518

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #060518 ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES. Details of this RFP are available beginning April 19, 2018. Details may be obtained by letter of request to Kim Austin, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 5, 2018 at 4:30 p.m. Central Time at the above address and opened June 6, 2018 at 8:30 a.m. Central Time.

RFP Timeline

April 19, 2018

Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising> and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, PublicPurchase.com, Biddingo, and Onvia.

**May 17, 2018
10:00 a.m. CT**

Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.

May 31, 2018

Deadline for RFP questions.

**June 5, 2018
4:30 p.m. CT**

Deadline for Submission of Proposals. Late responses will be returned unopened.

**June 6, 2018
8:30 a.m. CT**

Public Opening of Proposals.

Direct questions regarding this RFP to: Kim Austin at kim.austin@njpacoop.org or (218) 895-4161.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by

a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Indoor and outdoor athletic and recreational surfaces and sub-surfaces (such as wood, turf, rubber and synthetic) for arenas, gymnasiums, sport courts, fieldhouses, track and field event venues, multi-purpose rooms, studios, and related supplies and materials.

3.17.1.2 Installation, repair, and maintenance services for the surfaces described in 3.17.1.1.

3.17.1.3 No more than a complementary or incidental offering of athletic equipment related to installation and maintenance of the surfaces described in 3.17.1.1.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 **This solicitation should not be read to include** live turf surfaces, electronic scoreboards, signage, video displays, sports lighting systems, event and stadium seating.

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES to NJPA and NJPA

Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to

ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening,**" and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES to Kim Austin at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Kim Austin at (218) 895-4161. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery

of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES will be received by Kim Austin, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5

PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$40 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s

dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained

on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the

awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 [This section is intentionally blank.]

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is

optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member’s state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA’s contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 All protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by NJPA or NJPA Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

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

National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit

final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company's expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #060518

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES

In compliance with the Request for Proposal (RFP) for ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #060518 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until-
_____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #060518

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #060518

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #060518

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES,
INSTALLATION, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Identify the categories in which you provide solutions: wood, turf, rubber, and/or synthetic.
- 20) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.
- 21) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered “industry-expected attributes” and which you believe are “vendor differentiators.”
- 22) Please explain the installation and and maintenance services that are available.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

CHECK ALL CHANGES THAT APPLY:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes

☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

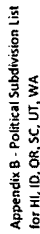
<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



1999

[illegible]

[illegible]

[illegible]

[illegible]

Appendix B



Virginia

Appendix C

Page 2 of 2



ADDENDUM ONE (1)
to that certain
NJPA RFP #060518
Issued by
National Joint Powers Alliance®
For the procurement of

ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES

Consider RFP Section 6.29.4 to be replaced with the following:

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

Acknowledgment of Addendum One (1) to RFP #060518 emailed on May 30, 2018.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

EXHIBIT B: CONTRACTOR's Written Proposal, Plan View, and Typical Cross Section



The first name in turf  ...and all that's around it.

Sourcewell Cooperative Contract # 060518-AST

November 16, 2018

Owner: City of Daytona Beach

Project: Jackie Robinson Ballpark Improvements

Location: Daytona Beach, FL

Scope of Work: Excavation, Drainage Base, and Synthetic Turf

Field Area: Baseball Field (approximately – 132,600 square feet)

AstroTurf Corporation appreciates the opportunity to provide you with a proposal to construct a new synthetic turf field for the Daytona Beach Tortugas in Daytona Beach, FL.

<u>AstroTurf RootZone Diamond OPS Series</u>	<u>\$924,738.⁰⁰</u>
Sales Tax ADD	ADD \$13,653. ⁰⁰

AstroTurf Corporation proposes the following scope of work:

Drainage Base Construction

- Surveying & Permitting Allowance Included (\$40,000.00)
- Provide and install construction entrance
- Excavate field area with off-site disposal (finish grade to match existing grade)
- Demo and remove existing irrigation inside of field perimeter (cut and cap mainline)
- Grade subgrade utilizing laser guided equipment
- Provide and install 1,597 linear feet of concrete curb and nailer board around field perimeter and proposed game mound and bullpen mounds
- Provide and install 315 linear feet of 8" perforated HDPE collector line
- Provide and install 1,750 linear feet of 10" perforated HDPE collector line and tie into (2) existing drainage structures located within 30 linear feet of the perimeter of the field
- Provide and install 1" x 12" flat pipe at 25' on center
- Provide and install irrigation quick connect behind game mound (contingent on tying into existing mainline within field perimeter)
- Install Mirafi 140 N over sub grade and in trenches
- Install 4" of #57 limestone laser grade and compact
- Install 1" of #89 limestone laser grade and compact
- Provide and install (1) set of bases, (1) home plate in playing field, and (4) home plates for bullpens (SportsField Specialties)
- Provide and install (1) natural game mound and (2) natural bullpen mounds with pitching rubbers (SAF 5- star packing clay)
- Provide new edge detail & leave existing home plate circle (530 Square Feet)

- All base work must be fully accessible at one mobilization, if not additional mobilization charges may apply

Synthetic Turf Inclusions

- Samples, submittal information, and shop drawings as required
- AstroTurf Installation of selected AstroTurf Synthetic Turf System by manufacturer-certified crews
- Inlaid markings for the sports of baseball
- Provide and install (1) logo behind home plate
- All seams and inlays to be installed using cold glue
- An infill of ambient rubber and silica sand with a Z-CAP (ZeoFill) at the manufacturer-approved weights and ratios for the selected AstroTurf Synthetic Turf System
- (1) TCA 1400 groomer
- AstroTurf's Standard (8) Year Warranty
- Wages as appropriate in the State of Florida (Private/Non-Prevailing)
- Cleanup and disposal of our debris into dumpsters
- Pricing is based on standard color palette
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff
- Provide training for maintenance of the field
- Supply (2) sets of maintenance manuals

AstroTurf will provide a field surface without defects and or trip hazards that could affect the normal play of the game or jeopardize the player safety, pursuant to MiLB Rule 58. AstroTurf field replacement will bring the existing field up to MiLB standards and address safety concerns. The AstroTurf field is superior to sod in that it allows continuous play and it enables the field to withstand the wear and tear of additional numerous community events.

*****Payment & Performance bonds included***

*****Sales tax is included on all materials not manufactured by AstroTurf. Owner must provide valid tax exemption certificate for tax credit.***

*****For total tax savings, owner must take charge of setting up accounts with AstroTurf selected vendors for a direct purchase of following materials: stone, drainage materials, sand, rubber, & ZeoFill (if applicable)***

Thank you for the opportunity to provide this proposal. We look forward to working with you!

Estimated By:
Justin Lefler
jlefler@astroturf.com
(336) 238-9060

Submitted By:
Wes Allen
wallen@astroturf.com
(407) 463-7813

Exclusions

- Any layout, certification, testing, or inspection costs, other than those associated with visual base inspection
- Design/ construction drawings and/ or permitting for SWPPP
- Hydrology study/Engineered plans of any kind
- Batter's Box Replacement panels
- Silt fence and inlet protection
- Chain-link fence work of any kind
- Exfiltration/Infiltration trenching of any kind
- G-max testing and/ or infiltration testing
- Asphalt work of any kind
- All brick and/or masonry work
- Private/ Union Wages
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Exclude excavation, disposal or replacement of any unstable/unsuitable soils
- Repair to existing concrete or asphalt paving
- Locating, relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Anything not specifically included in stated scope of work

Our proposal is submitted based on our assumption that all owner-approved net payments will be received within (30) days of the approval date, and that final payment will be released to us within thirty (30) days of the completion of all final punch list items as certified by owner



The first name in turf  ...and all that's around it.

Warranty on AstroTurf® Synthetic Turf

AstroTurf Corporation, ("AstroTurf") warrants the synthetic grass surface (the "Product") 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 G-Max level of its field will not exceed 165 for the duration of the warranty. If the average of the G-Max readings exceed 165 during the warranty period, AstroTurf will take whatever measures necessary, at no cost to the Owner, to return the G-Max scores to, or below, 165. The recommendations for proper maintenance of your AstroTurf surface, as outlined in our 'Owner's 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. The Owner is required to keep logs, manuals or other written documentation of all field maintenance completed on the referenced field, clearly showing dates, work completed and specific names of those performing the required maintenance procedures. Failure to perform scheduled maintenance, maintain the required documentation or failure to utilize properly trained maintainers may void 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. 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. 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.

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. 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 first name in turf...and all that's around it.

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: 00 / 00 / 0000

Issued To Owner: _____

Project Location: _____

Expiration Date: 00 / 00 / 0000

Approved by **AstroTurf Corporation**:

By: _____ Date: 00 / 00 / 0000

Its: Vice President of Operations

Witness: _____ Date: 00 / 00 / 0000

AstroTurf® is a registered trademark of the United States Patent and Trademark Office. All rights reserved



The first name in turf...and all that's around it.

LIMITED WARRANTY

The workmanship in providing a drainage base for your synthetic turf installed according to the turf manufacturer's recommendations is warranted AstroTurf Corporation to the original purchaser for a period of eight (8) years from the date of our completion of the work under normal use and service, against defects in workmanship. This warranty does not extend to the synthetic turf, any work done to or material placed upon the drainage base by others.

THIS LIMITED WARRANTY SHALL NOT COVER ANY DEFECTS, FAILURE IN OR DAMAGE TO THE DRAINAGE BASE THAT IS:

- (a) due to or attributable to damage resulting from installation of the synthetic turf or placement of any materials on it or any abuse or misuse of the drainage base
- (b) from repair, replacement, or alteration of any part of the base by anyone other than AstroTurf
- (c) damage resulting on account of accident, vandalism, misuse, and all other causes not arising out of defects in workmanship, including unstable/settled subgrade, flood, earthquake, improper subsurface preparation or failure of subsurface after the installation from any cause
- (d) caused by ordinary wear and tear
- (e) results from use for any purpose other than that for which it was intended or from failure of the synthetic turf, its repair or replacement or destruction
- (f) from not being maintained in accordance with our recommendations

THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The obligations under this warranty are restricted to the repair or at the sole option of AstroTurf Corporation, replacement of all or any portion of the drainage base, or correction of any defect, at a cost not to exceed the prorated contract price for the part affected and prorated for the number of years left on this eight (8) year warranty from the date of completion of the work by us.

The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy under this warranty, and in no event shall AstroTurf Corporation be liable for any indirect, special incidental or consequential damages. Notice must be given to AstroTurf in writing of any claim within the warranty period and with thirty

(30) days after discovery of a defect or problem giving rise to a possible claim, and this warranty shall apply only to the remaining portion of the eight (8) year period after written notification and shall be prorated on that basis.

This Limited Warranty is not Transferable.

Issued To: _____ Project Name: _____

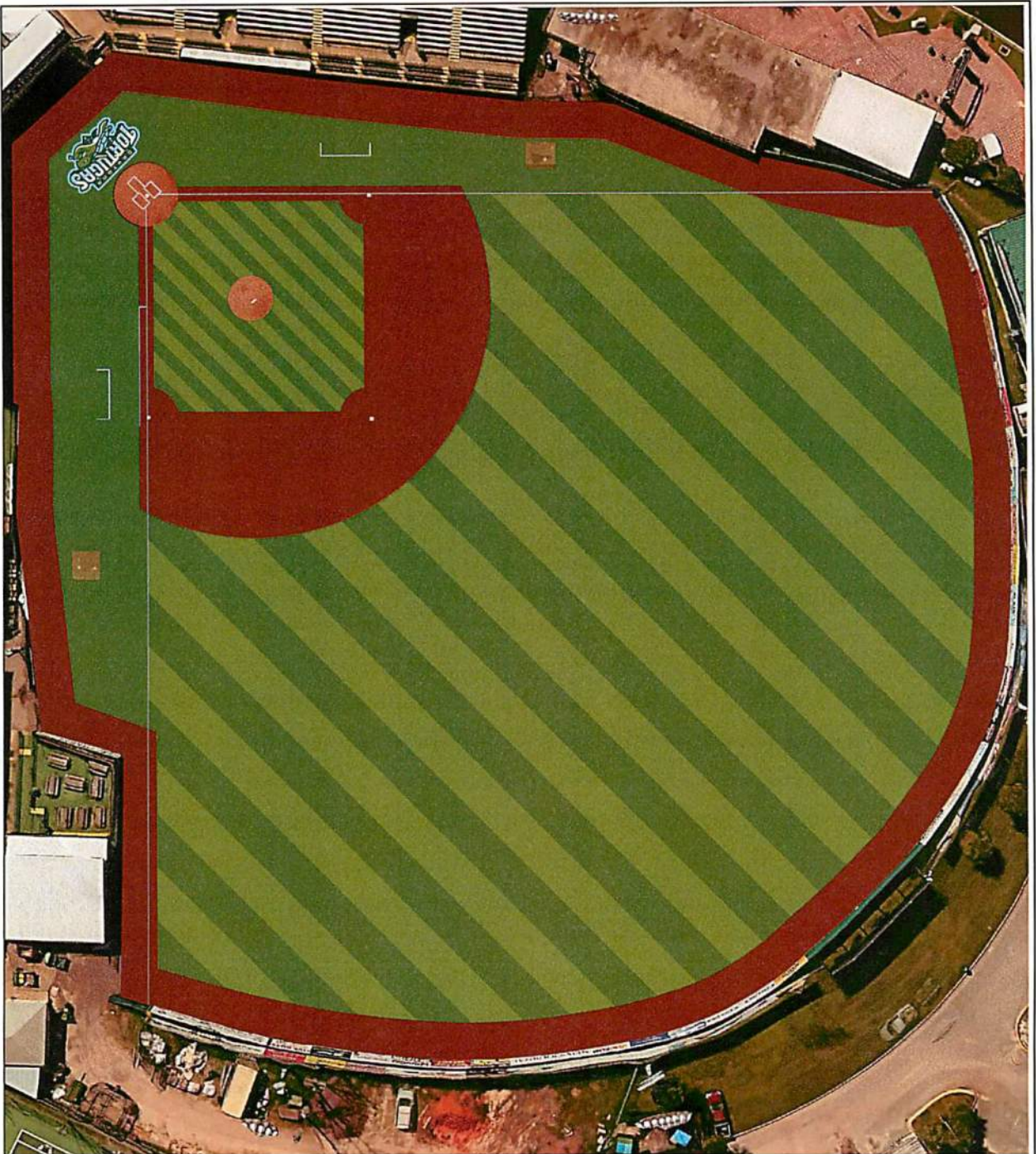
Date of Completion: _____ Installation Location: _____

Authorized Signature: _____

AstroTurf® is a registered trademark of the United States Patent and Trademark Office. All rights reserved



2680 Abutment Road, Dalton, GA 30721
800-723-TURF (8873) info@astroturf.com



TURF NOTES:

GAME MOUND, HOME PLATE CIRCLE, AND BULLPEN
MOUNDS TO BE NATURAL CLAY

FIELD RENDERING
SCALE: 1" = 40'-0"

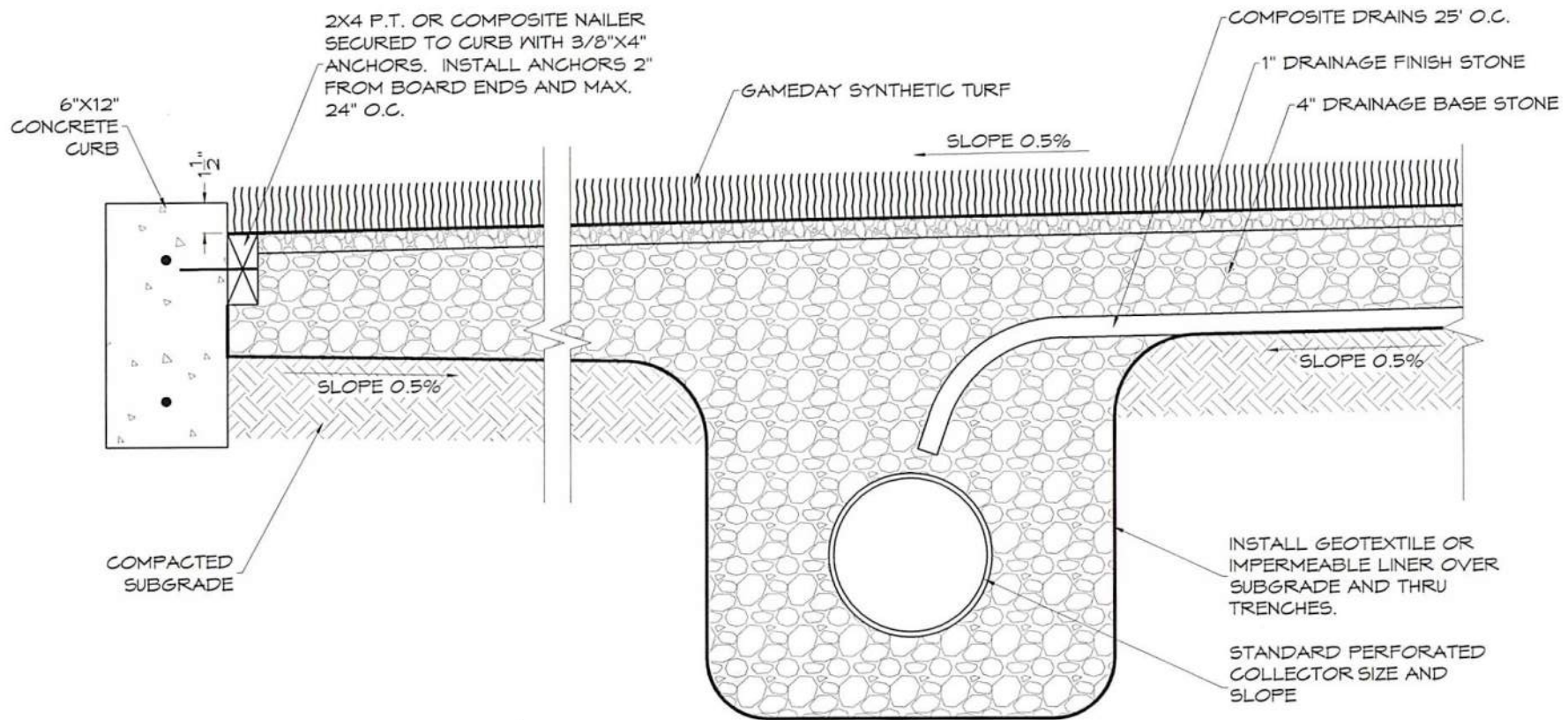


Project Name:

DAYTONA BEACH TORTUGAS
BASEBALL FIELD
DAYTONA BEACH, FL

Color Rendering
1

Date: 11/16/18
Drawn by: JT
Project No.:
Scale: AS SHOWN
Title: Field Rendering
Sheet Number: 1



6" x 12" CURB DETAIL

SCALE: 1-1/2" = 1'-0"

STANDARD STONE
PROFILE, DRAINAGE
DETAIL AND CURB DETAIL

Project Name:



Rev:	Date:	Description:	By:
1	-	-	-
2			
3			
4			
5			

Date: 02/17/12
Drawn By: BKJ
Scale: AS SHOWN
Sheet Number:

1

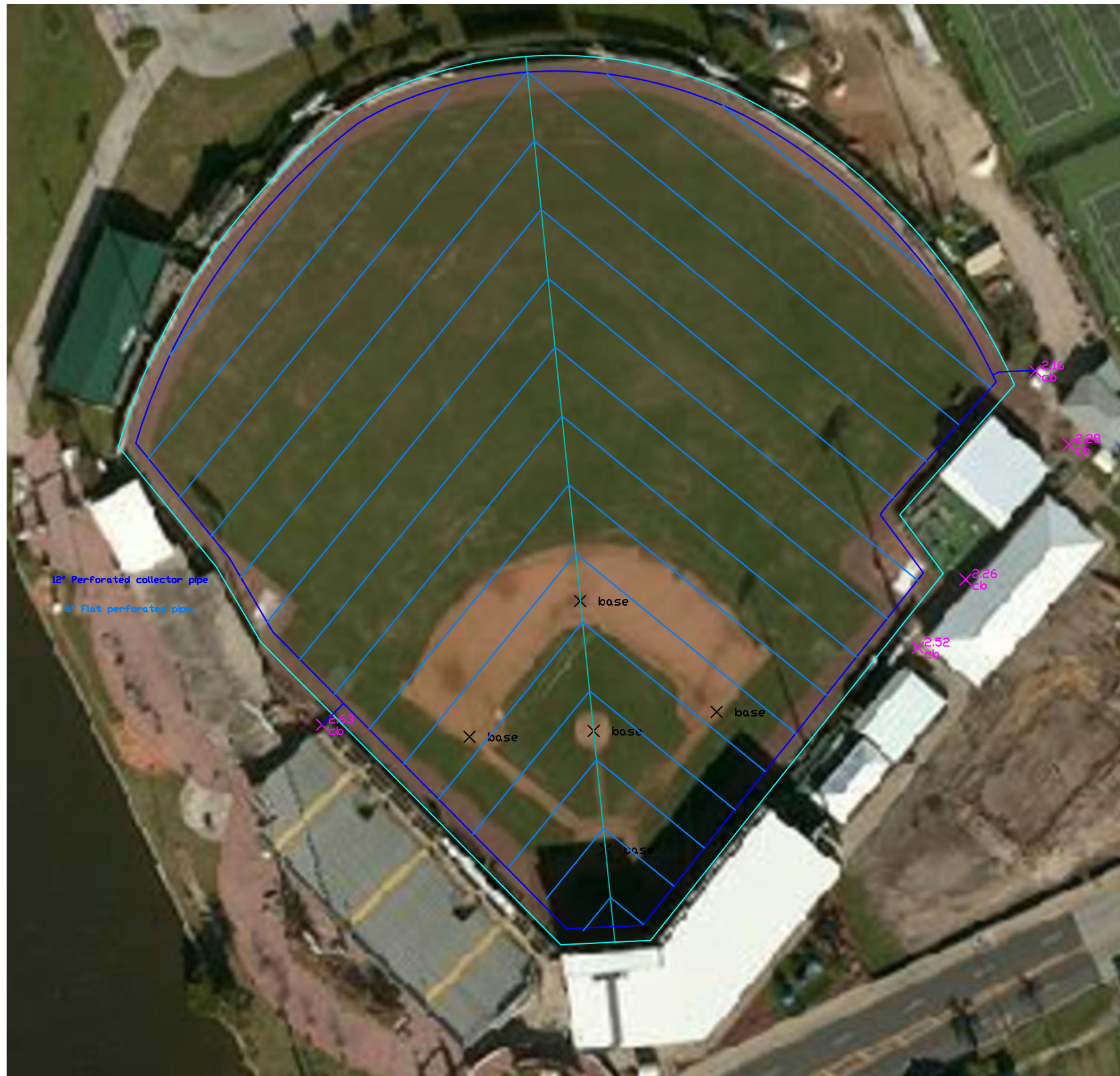


EXHIBIT C: General Conditions

SECTION 1. Execution, Correlation and Intent of Documents. The Contract will be signed, in duplicate, by the CITY and CONTRACTOR.

The Contract Documents are complimentary, and what is called for by one will be as binding as if called for by all. In case of conflict between plans and specifications, the specifications will govern.

All references to the Contract, the Contract, or to the Contract Documents, will be deemed to be to the Contract including all referenced **Exhibits**, including this **Exhibit**.

SECTION 2. Compliance with Legal Requirements. CONTRACTOR will comply with all applicable requirements of federal, state, and local law and/or regulation (collectively, "Legal Requirements") associated with the prosecution of the Work, including the following if applicable:

- The Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R. § 1926.650 Sub Part P.
- The Trench Safety Act, Florida Statutes § 553.60 *et seq.*
- Sunshine State One Call of Florida requirements.

SECTION 3. Notice to Proceed; Preliminary Submittals.

3.1 CONTRACTOR will not commence Work on-site until the CITY has issued a Notice to Proceed ("NTP"). CITY will issue the NTP promptly upon CONTRACTOR's submittal of the following Preliminary Submittals:

3.1.1 Required proof of insurance.

3.1.2 Required executed payment and performance bonds.

3.1.3 A proposed Schedule Values. Unless otherwise approved by the CITY, The Schedule of Values will be prepared in such a manner that each item of Work is shown as one or more line items on AIA Document G703, Continuation Sheet (latest ed.) or such other form as the CITY may prescribe, and will contain such detail and be supported by such data as to allow the CITY to substantiate accuracy. Upon approval by the CITY, the Schedule of Values will be used as the basis for reviewing progress payment requests. After the CITY has approved the initial Schedule, CONTRACTOR will revise and resubmit for the CITY's approval, amended Schedules of Values as necessary to reflect adjustments in the Contract Price resulting from approved Change Orders.

3.1.4 Preliminary Shop Drawings. Shop Drawings will be neat and legible. CONTRACTOR will specifically identify any proposed deviations from dimensions, details, and other requirements as provided by the Plans and specifications.

3.2 The CITY will issue the NTP promptly upon CONTRACTOR's submission of the Preliminary Submittals referenced in the General Conditions. Unless extended by the CITY, CONTRACTOR will provide all Preliminary Submittals within 3 business days after the Effective date.

SECTION 4. CONTRACTOR'S RESPONSIBILITIES

4.1 General Responsibilities.

4.1.1 Scope of Work. CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract. CONTRACTOR is required to perform all Work specified in the

Contract Documents and reasonably inferable from these Documents as being necessary to produce the intended results.

4.1.2 Construction Means and Methods. CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

4.2 Public Safety. CONTRACTOR will provide and maintain all necessary watchmen, barricades, red lights, or warning signs, as commonly used in the industry, to protect life and property during prosecution of the Work, and will otherwise take all necessary precautions to avoid undue risk towards endangering life and property. CONTRACTOR will make good any damage or loss to the Work, to CITY's property, and to other property, or due to bodily injury or death, resulting from lack of reasonable protective precautions, except to the extent that such damage, injury, or loss is caused by employees or other agents of the CITY.

In an emergency affecting public safety, or endangering life or property, CONTRACTOR is, without special instructions or authorization from the CITY, hereby permitted to act at CONTRACTOR's discretion to prevent such threatening loss or injury. CONTRACTOR will also act, without appeal, if so authorized or instructed by the Contract Administrator.

Any compensation claimed by the CONTRACTOR on account of emergency work will be determined by Contract.

4.3 Labor, Materials, and Equipment.

4.3.1 CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the Work Site. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor subcontractors, suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the Work Site. If the CITY notifies CONTRACTOR that any officer, employee, subcontractor, supplier, or other agent is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the CITY's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Work Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

4.3.2 CONTRACTOR will not use any preexisting facilities of the CITY or on the Work Site without the specific written consent of the CITY, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Work Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

4.3.3 CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the CITY if these instructions and recommendations are in conflict with any provision of the Contract Documents.

4.3.4 All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and supplier, except as otherwise provided in the Contract Documents.

4.3.5. Title to materials delivered to the Work Site or stored off-site will not be deemed to pass to the CITY until CONTRACTOR achieves Substantial Completion; or, with respect to any materials that are the subject of Punch List Work as described below (see Paragraphs 12.7 -12.9, below), until CONTRACTOR achieves Final Completion. The CITY will be entitled but is not required to request title documentation. Risk of loss will not pass to the CITY until title passes.

4.4. Patent Fees and Royalties.

4.4.1 CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work.

4.4.2 CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the CITY specifies a particular design, device, material, or process.

4.4.3 CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the CITY, and TENANT, harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith.

4.4.4 The CITY will have the right to stop the Work or terminate this Contract at any time if CONTRACTOR fails to disclose to the CITY that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

4.5 Construction Operations.

4.5.1 CONTRACTOR will confine operations at the Work Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Work Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Work Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the CITY, or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

4.5.2 All Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by CITY ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the CITY; such consent, if given, may be conditioned upon payment by CONTRACTOR of the CITY's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the CITY as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Work Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Work Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Work Site and compliance with all Legal Requirements, if different from the Superintendent.

4.6 Site Maintenance. During the progress of the Work and on a daily basis, CONTRACTOR will keep the Work Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the CITY within 48 hours after notice or as otherwise required by the Contract Documents, the CITY may clean the Work Site and back charge CONTRACTOR for all costs associated with the cleaning. At Substantial Completion,

CONTRACTOR will leave the Work Site clean, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for occupancy by the CITY, and will at this point also remove all temporary buildings, waste, trash, debris, and surplus materials. At Final Completion, CONTRACTOR will remove all tools, appliances, construction equipment, and machinery, in addition to the above-referenced materials, and leave the Work Site clean and ready for CITY's occupancy. This requirement will not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to CONTRACTOR by the CITY. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If CONTRACTOR fails to clean up at the completion of the Work, the CITY may do so and the cost thereof will be charged against CONTRACTOR.

SECTION 5. Losses from Natural Causes. Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

SECTION 6. Notice of Claim. Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of CITY or of any of CITY's employees or agents or others for whose acts CITY is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

SECTION 7. CITY's Inspection of Work. The CITY will provide sufficient competent personnel for the inspection of Work. The CITY will at all times have access to the Work whenever it is in preparation or progress, and CONTRACTOR will provide proper facilities for such access and for inspection.

If pursuant to applicable regulations any aspect of the Work must be specially tested or approved, CONTRACTOR will give the CITY timely notice of its readiness for inspection and, if the inspection is by an authority than the CITY, of the date fixed for such inspection. Inspections by the CITY will be promptly made, and where practicable at the source of supply. If any Work should be covered up without the CITY's approval or consent, the CITY may require CONTRACTOR to, be uncover the same for examination. In such instance, the uncovering and restoration of the Work will be at CONTRACTOR's expense.

The CITY may order re-inspection of any Work; and if so ordered, CONTRACTOR must uncover it. If such Work is found to be in accordance with the Contract, the CITY will pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract, CONTRACTOR will pay such cost.

SECTION 8. Changes in the Work. In giving instructions, the CITY will have authority to make minor changes in the Work not involving extra cost and not inconsistent with the purpose of the work. No extra work or change will be made unless in pursuance of a written order issued by the CITY, and no claim for an addition to the Contract Price will be valid unless the additional work was so ordered.

CONTRACTOR will proceed with the Work as changed and the value of any such extra work or change will be determined as provided below.

SECTION 9. Claims for Contract Time Extensions.

9.1 The Contract Time set forth in the Contract will be extended in amount equal to time lost due to causes which could not have been foreseen or are beyond the control of CONTRACTOR, but not due to causes which are not the result of the CONTRACTOR's fault, negligence, or deliberate act. Extension of time for completion will also be allowed for delays in the progress of the Work caused by any act or omission on the part of the CITY, or the CITY's officers, employees, agents, or by other contractors employed by the CITY; or delays due to the Government. Strikes and labor disputes will be cause for an extension of time. However, if CONTRACTOR may avoid a delay otherwise justifying an extension of time by rearranging the Work without undue costs, the CONTRACTOR will not be given an extension of time to complete the Work.

9.2 CONTRACTOR will notify the CITY within ten days of any occurrence which in the CONTRACTOR's opinion entitles CONTRACTOR to an extension of time for completion. Such notice will be in writing will state in detail the facts supporting CONTRACTOR's assertion that additional time is

required, and will include an estimate of the additional time needed. CITY will acknowledge in writing receipt of any such claim by CONTRACTOR within ten days of its receipt.

9.3 Extensions of Contract Time as authorized in this Section will be CONTRACTOR's sole remedy under this Contract based on claims of delay.

SECTION 10. Claims for Extra Cost.

10.1 CONTRACTOR must notify CITY in writing of a claim for extra cost within 10 days after (i) discovery of site-related conditions that are unanticipated and could not reasonably be anticipated, (ii) receipt of revised instructions or requirements of regulatory government agencies issued after the Effective Date, (iii) receipt of change orders issued by the CITY pursuant to the Contract. The notice must include sufficient detail to justify CONTRACTOR's claim for extra cost. If CONTRACTOR fails to provide notice of such claim within the timeframe required, or commences with Work directly in response to any of the foregoing conditions before receiving CITY's written response to such claim, which CITY will provide within 10 days after receipt, then CONTRACTOR will be deemed to have waived CONTRACTOR's claim for extra cost.

10.2 Payment for extra cost will be calculated based on extension of unit prices set forth in the Contract if applicable; or on the basis of the Schedule of Values; or if such payment cannot be reasonably determined on the basis of unit price extension or the Schedule of Values, at mutually agreed upon unit prices or on a lump sum basis as provided for "Force Account Work."

10.3 No claims will be made for extra cost as provided herein merely because CONTRACTOR's performance is delayed.

SECTION 11. Force Account Work. If the CITY orders, in writing, the performance of any work not otherwise covered by the Contract, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work will be done except for federally funded projects which will comply with Federal Procurement Standard, on a cost-plus-percentage basis of payment as follows:

11.1 CONTRACTOR will be reimbursed for all costs incurred in doing the work, and will receive an additional payment of 5% of all such costs to cover his indirect overhead costs, plus 10% of all costs, including indirect overhead, as his fee.

11.2 The term "Cost" will cover all payroll charges for men employed and supervision required under the specific order, together with all Workers' Compensation, Social Security, pension and retirement allowances, and social insurance, or other regular payroll charges on same; the cost of all materials and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed-upon rates, together with cost of fuel and supply charges on same; and any other costs incurred by CONTRACTOR as a direct result of executing the order, if approved by the CITY.

11.3 The cost of the work done each day will be documented and submitted to the CITY in a satisfactory form on the succeeding day, and will be approved by him or adjusted at once.

11.4 Monthly payments of all charges for Force Account Work in any one-month will be made in accordance with this Contract. Those payments will include the full amount of fee earned on the cost of the work done.

SECTION 12. Progress and Final Payments.

12.1 Application for Payment. CONTRACTOR may submit to the CITY, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The CITY may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the CITY, and will include the following documentation and information:

12.1.1 CONTRACTOR's written certification as to the value of the Work completed, consistent with the Schedule of Values (ii) that partial or final waivers of lien have been received covering all such Work, (iii) and that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and

12.1.2 The consent of the surety, if any, to the requested payment.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the CITY free and clear of all liens no later than the time of payment to CONTRACTOR.

12.2 Review of Application for Payment. As soon as practicable after receipt of an application for Payment, and within the 20-day period following receipt of the application as provided by the Prompt Payment Act, the CITY will approve, partially approve, or reject the application. The CITY will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the CITY will have the right to reject all or a portion of the application for any of the following reasons:

12.2.1 Defective Work not remedied.

12.2.2 Third party Claims filed or reasonable evidence indicating probable filing of such Claims.

12.2.3 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price.

12.2.4 Damage to CITY's or TENANT's property, caused by CONTRACTOR or CONTRACTOR's subcontractors, which has not been remedied.

12.2.5 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

12.2.6 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up.

12.2.7 CONTRACTOR's failure to comply with the submittal requirements of Section 12.1, above, or with any other provision of this Contract.

If any portion of the application is rejected the CITY will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.

12.4 Progress Payments. The CITY will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the CITY disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the CITY, then the CITY may approve and process the Request by making such adjustments thereto as the CITY deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the CITY to have been earned and owing to CONTRACTOR.

12.5 Retainage Withheld from Progress Payments. The CITY will withhold an amount from each such approved progress payment, a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter. Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the CITY will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the CITY may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the CITY's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to CITY's termination of work without cause.

12.6 Delayed Payments. Should the CITY fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the CITY will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate

specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

12.7 Substantial Completion. When CONTRACTOR considers that the Work, or a portion thereof which the CITY agrees to accept separately, is substantially complete, CONTRACTOR will notify the CITY and request a determination as to whether the Work or designated portion thereof is substantially complete. If the CITY does not consider the Work substantially complete, the CITY will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the CITY to determine Substantial Completion. If the CITY considers the Work substantially complete, the CITY will prepare and deliver a Certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the CITY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with this Contract. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The CITY and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

12.8 Final Inspection and Final Completion. CONTRACTOR will provide the CITY the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the CITY will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the CITY again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work. CITY will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the CITY in full compliance with this Contract.

12.9 Final Application for Payment. As soon as practical after the CITY's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the CITY a properly completed application for Final Payment in the form approved or provided by the CITY. The application will include or attach the following:

12.9.1 Final shop drawings and if needed assignment of product warranties;

12.9.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all subcontractors, subcontractors, and suppliers in connection with the Work, have been paid or otherwise satisfied;

12.9.3 The consent of the surety to final payment;

12.9.4 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

12.9.5 Copies of product manuals and warranties on materials furnished; and

12.9.6 Any other documentation required pursuant to this Contract.

12.10 If Final Application is Rejected. If the CITY rejects the request for Final Payment, the CITY will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

12.11 Final Payment; Waiver of Claims. Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the CITY's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

12.12.1 A waiver of claims by the CITY against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with this

Contract or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under this Contract; and

12.12.2 A waiver of all claims by CONTRACTOR against the CITY other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

SECTION 13. Suspension of Work and Termination.

13.1 The CITY May Suspend Work Without Cause. At any time and without cause, the CITY may suspend the Work or any portion thereof for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR will resume the Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

13.2 The CITY May Terminate Without Cause. Upon seven days' notice to CONTRACTOR, the CITY may, without cause and without prejudice to any right or remedy of the CITY, elect to terminate the Contract. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with this Contract prior to the date of termination, and if the Contract Price is NOT based on unit prices, the following:

13.2.1 Reasonable demobilization costs;

13.2.2 Reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

13.2.3 All claims incurred in settlement of terminated contracts with subcontractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with subcontractors and others to mitigate the CITY's cost.

13.3 The CITY May Terminate With Cause.

13.3.1 The CITY will have the right to terminate with cause upon the occurrence of any one or more of the following events, each of which will be deemed to be a default by CONTRACTOR of its obligations under the Contract:

13.3.1.1 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents

13.3.1.2 If CONTRACTOR disregards or fails to comply with Legal Requirements;

13.3.1.3 If CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;

13.3.1.4 If CONTRACTOR makes fraudulent statements;

13.3.1.5 If CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;

13.3.1.6 If CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or

13.3.1.7 If CONTRACTOR otherwise materially breaches the Contract.

The CITY may, after giving CONTRACTOR (and the surety, if any) seven days' notice terminate the Contract. The CITY, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, the CITY may under these circumstances exclude CONTRACTOR from the Work Site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at Work Site or for which the CITY has paid

CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by the CITY arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety will pay the difference to the CITY. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

13.3.2 Where CONTRACTOR's services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

13.4 CONTRACTOR May Stop Work or Terminate. If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by the CITY or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the CITY fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the CITY to be due, then CONTRACTOR may, upon seven days' written notice to the CITY, and provided the CITY does not remedy such suspension or failure within that time, terminate the Agreement and recover from the CITY payment on the same terms as if CITY terminated without cause pursuant to this Contract. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the CITY has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the CITY to be due, CONTRACTOR may upon seven days' written notice to the CITY stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this Section.

13.5 Discretionary Notice to Cure. In its complete discretion, the CITY may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure any of the conditions constituting a breach of Contract or an anticipatory breach of contract and, if required by the CITY, to attend a meeting with the CITY, regarding the Notice to Cure, the event of default or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the CITY at least three days prior to any requested meeting with the CITY and surety.

13.6 Bankruptcy. If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the CITY may demand CONTRACTOR or its successor in interest provide the CITY with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the CITY's reasonable satisfaction within ten days of such a request, the CITY may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the CITY may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Contract Price otherwise due to CONTRACTOR.

13.7 Duty to Mitigate. If the CITY terminates this Contract or suspends CONTRACTOR's work, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the CITY.

13.8 Responsibility during Demobilization. While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Work Site and other property of the CITY or others at the Work Site.

13.9 CONTRACTOR to Remove Equipment. In the case of termination of this Contract before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the CITY, will promptly remove any part or all of his equipment or supplies from the property of the CITY; failing to, the CITY will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

13.10 CONTRACTOR to Clean Up Work Site. If either CITY or CONTRACTOR terminates the Contract before Substantial or Final Completion, CONTRACTOR will leave the Work Site in a clean condition as if Final Completion had been achieved, unless CITY directs otherwise; and if CONTRACTOR fails to comply clean up the Work Site as required, the CITY may do so and the cost thereof will be charged against CONTRACTOR.

SECTION 14. Separate Contracts. The CITY reserves the right to let other contracts in connection with this work. CONTRACTOR will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate his work with theirs.