

This Master Agreement (the "Agreement") is effective as of December 1, 2017 by and between FieldTurf USA, Inc., a corporation with offices located at 7445 Cote-de-Liesse Road, Suite 200 – Montreal, QC H4T 1G2 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York not for Profit Corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on the RFP#683392 for Turf Surfaces – Synthetic, Natural, Installation and Services. All terms, conditions and priority order of all addenda, clarifications, BAFO, negotiations and supplier response are part of this Master Agreement.

I. Scope

This National agreement shall apply to all E&I Member Institutions (as listed in the Official Member List, as updated from time-to-time, to be provided to the Supplier), their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered Member Institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Member Institutions. Any purchases made under this Agreement shall be made by the individual participating Member Institutions and any resulting contract shall be between the Member Institutions and the Supplier.

II. Term of Agreement

The Agreement term will be for 5 years effective December 1, 2017 through November 30, 2022 with the option of one 5 year renewal. Prior to the end of the initial 5 year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal option will require formal written notification to E&I from Supply Partners at least one (1) year prior to Agreement expiration. The awarded Supplier(s) must then return formal written acknowledgement of the renewal option within 30 days.

III. Pricing

The pricing/discount percentage for the goods and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Price changes are allowed once per year with 30 days advanced notice, as identified in Attachment A.

IV. Report of Sales

The Supplier will be required to file a monthly report of sales (in U.S. Dollars) to E&I by Member institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, date of sale, member name, city, state, amount of sale and Contract Administrative Fee to be paid to E&I. The report from the Supplier shall include all sales for which the Supplier Invoice has been created for the Member. Some Member sales activity may fall in the month following the actual sale due to this method of invoicing. The Report of Sales is due no later than ten (10) business days following the end of the month. Failure to report monthly sales may be grounds for termination of contract. All reports shall be sent to E&I in Microsoft Excel format by the due date to the following email address vrff@eandi.org.

A sample report of sales shall be provided to E&I to assure that the Supplier can meet the reporting requirement of the Cooperative. The E&I Accounting Department will determine if the report submitted meets the E&I requirement and if so the Supplier shall report sales according to this Master Agreement. If the sample report is deficient, The E&I Accounting Department will notify the Supplier of the deficiencies and the Supplier shall remedy the deficiencies within 10 working days until the report is acceptable to E&I Accounting.

V. Contract Administrative Fee (CAF)

The Supplier will provide to E&I a Contract Administrative Fee (CAF) of _____ of total invoice Price for orders placed to Higher Ed Institutions using the E&I contract, existing customers if they switch to the E&I contract, as well as K-12 school districts that choose to utilize the E&I contract. CAF for projects that go through a general contractor will be discussed on a case by case basis. Supplier will make every effort to promote and utilize the E&I contract outside of these markets. Additional CAF revenue may apply. The CAF shall be calculated monthly and include all orders invoiced to E&I Members during the prior month. The CAF should be transmitted via EFT to E&I on a monthly basis

no later than ten (10) days following the end of the month. Failure to submit the CAF and supporting Report of Sales as specified shall incur an interest charge of 1½% per month until amount is paid in full.

VI. Agreement Audit

E&I may, at any time during the Term of the Agreement and for a period of three (3) years after the receipt of the last Report of Sales and payment of CAF covering the period through the date of termination, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced by providing the Supplier a minimum of five (5) business days advance written notice. Every effort will be made to arrange a mutually convenient time for the audit but in no event shall an audit be delayed more than twenty (20) business days from the date of notice, unless agreed to by E&I in its sole discretion. The audit will be conducted by E&I and/or its designee. Supplier will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. Our audit may include, but is not limited to, product compliance, Member pricing, order processing, order fulfillment, delivery terms and conditions, invoicing, rebate calculations where applicable, accuracy and timeliness of submitted Reports of Sales and the related CAF and any other reports or payments required under the terms of this Agreement. Any deficiencies or errors shall be corrected within ten (10) business days of E&I notification to the Supplier. If the discrepancy is greater than 5% from amounts reported, the cost of the audit shall be paid by the Supplier.

VII. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting Member Institution, the terms and conditions contained in the RFP, and the negotiated changes as identified (Attachment B) shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment C for E&I's General Terms and Conditions.

VIII. Member List

The Official list of E&I Member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

IX. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

FieldTurf USA, Inc.
Supplier

Signature

Darren Gill
Printed Name

VP - Marketing, Innovation & Customer Service
Title

11/20/2017
Date

E&I Cooperative Services, Inc

Signature

Gary D. Link, C.P.M.
Printed Name

Sr. Vice President, Consulting Group & Contracts
Title

11-20-17
Date

Attachment A

The final financials for any Member specific proposal is always based on the size of the opportunity, scope of work, complexity and timing and firm commitment on the part of the Member to drive robust adoption and utilization at their institution(s). The final proposal is customized by the Supplier to meet the Member specific opportunity; the financial provisions included in any proposed agreement between Supplier and Member institution shall be specified in the agreement between the Supplier and the Member Institution, specifically negotiated between Supplier and the Member Institution.”

General Pricing Notes:

1. Shipping & Freight to Canada, Hawaii, Alaska or other areas outside of the continental US is not included in standard Primary pricing and will be an additional cost based on site location. Additional shipping costs will be based on the cost to transport equipment and materials from the closest US port to job site. Additional costs may also be added for crew transportation and accommodations to any site outside of the continental US.
2. FieldTurf offers financing options through PNC Bank for customers who qualify.
3. OPTIONAL Pricing (Hot List Pricing): Volume Discounts are available on supply and installation of turf surfacing and related site work on a case-by-case basis and will be discussed with owner and E&I to determine an acceptable discount based on the applicable volume.
4. Pricing accounts for domestic shipping use tax, state, specific and wage rates (Davis Bacon, non-prevailing wages, prevailing wages).
5. FieldTurf works with E&I to track sales by sending E&I copies of sales reports on status of CAF remittance.
6. If site work is required: RS MEANS will be used if Alternative Method of Costing is not acceptable for the base construction. RS MEANS is self-contained and consists of a turn-key solution that includes a complete line-item listing of all the products, supplies, material, equipment, services, accessories and options with their description, specification, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. FieldTurf reserves the right to offer a discount or “adjustment down” to the RS MEANS calculation to account for volume discounts or to stay within standard market pricing.
7. FieldTurf maintains the right to add Administrative and or Construction Management fees to projects that include site work.
8. Pricing and warranty applies to turf fields that are 40,000sf or more. For projects less than 40,000 sf, owner, E&I and FieldTurf can discuss a possible adjustment to pricing that all agree

upon if necessary. EasyTurf sq. foot pricing applies for a minimum purchase of 4000 sf. For projects that do not meet the minimum requirement, owner, E&I and FieldTurf can discuss a possible adjustment to pricing that all agree upon. Pricing is for track projects over 3500 sy and applies to only standard black or red colors. Custom color track surfacing is available at an increased price per square yard. Pricing is for outdoor turf/track/ court projects. Indoor projects may include additional mobilization and masking costs.

9. New Construction – Sq. foot/yard pricing is for supply and installation of sports surfacing only. FieldTurf is prepared to offer turn key solutions for the construction of running tracks, courts and fields through use of RS Means. The best value pricing for base or civil work is obtained through these costing methods.
10. Warranty: Field Turf's Standard 8 year, 3rd Party Insured Warranty. Special Conditions may apply.

“Not to Exceed Pricing submitted with the RFP on following 9 pages.

Details on terms and conditions can be found in Attachment B and Field Turf's RFP Response.

Proposed Service and Maintenance pricing					
Type of Service or Maintenance	Description	Unit of Measure	List Price for Service or Maintenance	Discount %	Net Price to E&I Member
Track Restriping	Track Re-Striping: Track striping to bring your track's lines back to life. Six, eight or nine lane tracks ranging from non-competition tracks, middle and high school level, competition facilities and College and Universities. Matching of all associated line striping for your facility includes lane lines, event markings and lettering.	Per Unit \$	10,987.00	9%	9,998.17
Track Cleaning	Track Cleaning (FastTrack): Cleaning your track free of dirt and debris to protect your track surface from abrasive materials and aesthetically enhancing it. Sweepers and blowers are used to clean topical debris and water can be used (Owner's choice) for deeper cleaning.	Per Unit \$	21,300.00	9%	19,383.00
Product #	Turf Grooming Equipment and Service Packages		MSRP	% Discount	Price per Unit
GroomAll	The GroomAll is an all-in one unit that provides all the service of the Hydraulic Sweeper, the RT Groomer and the Drag Brush. This single unit handles all grooming requirements, including sweeping, brushing, raking, and aerating - with infill loosening and infill leveling.	Per Unit \$	10,600.00	9.00%	\$9,555.00
GroomRight	The FieldTurf GroomRight is the turf industry's most efficient piece of maintenance equipment. It consists of multiple brushes, rakes and rotating tines. Each of these components can be used individually or all together.	Per Unit \$	5,604.40	9.00%	\$5,100.00
GroomRight Wings	Removable and adjustable brush extensions extend the unit to 14 feet in order to level off infill and raise fibers for better playability.	Per Unit \$	2,099.37	9.00%	\$1,910.43
SweepRight	FieldTurf SweepRight is a mechanically driven unit designed to remove larger fallen debris from the FieldTurf surface and its is the most economical and efficient machine for sweeping.	Per Unit \$	1,120.88	9.00%	\$1,020.00
SweepRight Pro	Gear driven sweeping system with 6' brush and vibrating debris hopper to sift infill material.	Per Unit \$	5,604.40	9.00%	\$5,100.00
Hydraulic Sweeper	FieldTurf offers a dedicated Hydraulic Sweeper which features a mesh hopper designed to allow the infill to be redistributed back into the field.	Per Unit \$	6,500.00	9.00%	\$5,915.00
Tow Behind Magnet	Tow behind magnet system for synthetic infill turf. Pull handles allow debris to be released from magnet Powder Coated Steel and aluminum construction. Compatible with FieldTurf SweepRight and GroomRight.	Per Unit \$	1,784.21	9.0000%	\$1,623.63
FieldTurf Static Brush	FieldTurf Static Brush has a 7 static brush and spring tine system. Designed to lift synthetic fibers and level infill material. Brush height and spring tines are independently adjustable.	Per Unit \$	4,947.36	9.0000%	\$4,502.10

Proposed item pricing						
Manufacturer item or part number	Supplier item or part number (if different than Manufacturer part number)	Description	Unit of Measure	Manufacturer list Price	Discount %	Net Price to E&I Member
FieldTurf USA, Inc.	E&I RFP #683392	All Pricing is NOT TO EXCEED and includes supply, install, and freight within continental US. FieldTurf will offer the lowest price possible for each customer based on their location, project details, economies of scale opportunities, and wage rate requirements. The pricing provided below is the maximum per unit cost.				
Turf Surfacing on existing stable base						
FieldTurf CORE 2.5"	FT-CORE 2.5"	Synthetic turf; Artificial turf; All weather turf. Produced in FieldTurf's own fiber manufacturing plant, the FieldTurf CORE fiber is a proprietary dual-polymer formulation that resists splitting and degradation and includes industry leading ultraviolet inhibitor technology. A state-of-the-art extrusion process provides an intricate and thick construction for superior tear resistance and resilience. The CORE fiber was designed to provide extraordinary durability and longevity. Includes FieldTurf's patented Infill and SureLock Coating System.	Per Sq. Ft.	\$6.17	9.00%	\$5.61
FieldTurf CORE 2.25"	FT-CORE 2.25"	Synthetic turf; Artificial turf; All weather turf. Produced in FieldTurf's own fiber manufacturing plant, the FieldTurf CORE fiber is a proprietary dual-polymer formulation that resists splitting and degradation and includes industry leading ultraviolet inhibitor technology. A state-of-the-art extrusion process provides an intricate and thick construction for superior tear resistance and resilience. The CORE fiber was designed to provide extraordinary durability and longevity. Includes FieldTurf's patented Infill and SureLock Coating System.	Per Sq. Ft.	\$5.76	9.00%	\$5.24
FieldTurf CORE 2.0"	FT-CORE 2"	Synthetic turf; Artificial turf; All weather turf. Produced in FieldTurf's own fiber manufacturing plant, the FieldTurf CORE fiber is a proprietary dual-polymer formulation that resists splitting and degradation and includes industry leading ultraviolet inhibitor technology. A state-of-the-art extrusion process provides an intricate and thick construction for superior tear resistance and resilience. The CORE fiber was designed to provide extraordinary durability and longevity. Includes FieldTurf's patented Infill and SureLock Coating System.	Per Sq. Ft.	\$5.54	9.00%	\$5.04
FieldTurf Revolution 360 2.5"	FTRV-1 360	1L x 1W (6F). Synthetic turf; Artificial turf; All weather turf. Produced in FieldTurf's own fiber manufacturing plant, the FieldTurf Revolution 360 fiber is a proprietary polymer formulation that resists splitting and degradation and includes industry leading ultraviolet inhibitor technology. A state-of-the-art extrusion process provides an intricate and thick construction for superior tear resistance and resilience. The Revolution 360 fiber was designed to provide extraordinary durability and longevity. Includes FieldTurf's patented Infill and SureLock Coating System.	Per Sq. Ft.	\$5.87	9.00%	\$5.34
FieldTurf Revolution 360 2.25"	FTRV-57 360	1L x 1W (5F). Synthetic turf; Artificial turf; All weather turf. Produced in FieldTurf's own fiber manufacturing plant, the FieldTurf Revolution 360 fiber is a proprietary polymer formulation that resists splitting and degradation and includes industry leading ultraviolet inhibitor technology. A state-of-the-art extrusion process provides an intricate and thick construction for superior tear resistance and resilience. The Revolution 360 fiber was designed to provide extraordinary durability and longevity. Includes FieldTurf's patented Infill and SureLock Coating System.	Per Sq. Ft.	\$5.46	9.00%	\$4.97

Proposed item pricing						
All Pricing is NOT TO EXCEED and includes supply, install, and freight within continental US. FieldTurf will offer the lowest price possible for each customer, based on their location, project details, economies of scale opportunities, and wage rate requirements. The pricing provided below is the maximum per unit cost.						
Manufacturer item or part number	Supplier item or part number (if Different than Manufacturer part number)	Description	Unit of Measure	Manufacturer list Price	Discount %	Net Price to E&I Member
FieldTurf USA, Inc.	E&I RFP #683392					
FieldTurf Revolution 360 2.0"	FTRV-360	1L x 1W (SF), Synthetic turf, Artificial turf, All weather turf. Produced in FieldTurf's own fiber manufacturing plant, the FieldTurf Revolution 360 fiber is a proprietary polymer formulation that resists splitting and degradation and includes industry leading ultraviolet inhibitor technology. A state-of-the-art extrusion process provides an intricate and thick construction for superior wear resistance and resilience. The Revolution 360 fiber was designed to provide extraordinary durability and longevity. Includes FieldTurf's patented Infill and SureLock Coating System.	Per Sq. Ft.	\$5.24	9.00%	\$4.77
FieldTurf Classic HD 2.6"	FTOSI-1	Classic HD is the newest slit-film fiber from FieldTurf. It was carefully crafted to maximize durability and safety, as well as being aesthetically pleasing. Coupled with FieldTurf's patented heavy 3-layer Infill system and state-of-the-art SureLock coating method, the FieldTurf Classic HD turf system has been designed to be the very best synthetic turf system with unparalleled player safety and turf drainage rates.	Per Sq. Ft.	\$5.87	9.00%	\$5.34
FieldTurf Classic HD 2.25"	FTOSI-57	Classic HD is the newest slit-film fiber from FieldTurf. It was carefully crafted to maximize durability and safety, as well as being aesthetically pleasing. Coupled with FieldTurf's patented heavy 3-layer Infill system and state-of-the-art SureLock coating method, the FieldTurf Classic HD turf system has been designed to be the very best synthetic turf system with unparalleled player safety and turf drainage rates.	Per Sq. Ft.	\$5.46	9.00%	\$4.97
FieldTurf Classic HD 2.0"	FTOSI-2	1L x 1W (SF), Synthetic turf, Artificial turf, All weather turf. Classic HD is the newest slit film fiber from FieldTurf. It was carefully crafted to maximize durability and safety, as well as being aesthetically pleasing. Coupled with FieldTurf's patented heavy 3-layer Infill system and state-of-the-art SureLock coating method, the FieldTurf Classic HD turf system has been designed to be the very best synthetic turf system with unparalleled player safety and turf drainage rates.	Per Sq. Ft.	\$5.24	9.00%	\$4.77
FieldTurf XM6-65 (2.5")	XM6-65	1L x 1W (SF), Synthetic turf, Artificial turf, All weather turf. The FieldTurf XM6 system is built with a proven, in-house ridge-monofilament fiber technology, providing your surface with durability and resilience characteristics that match the top products in the industry. The Infill in the XM6 system is FieldTurf's 2-layer SBR Rubber and Silica Sand Infill that has been installed on hundreds and hundreds of fields worldwide to ensure proper safety and athlete cushion.	Per Sq. Ft.	\$5.18	9.00%	\$4.71
FieldTurf XM6-57 (2.25")	XM6-57	1L x 1W (SF), Synthetic turf, Artificial turf, All weather turf. The FieldTurf XM6 system is built with a proven, in-house ridge-monofilament fiber technology, providing your surface with durability and resilience characteristics that match the top products in the industry. The Infill in the XM6 system is FieldTurf's 2-layer SBR Rubber and Silica Sand Infill that has been installed on hundreds and hundreds of fields worldwide to ensure proper safety and athlete cushion.	Per Sq. Ft.	\$4.95	9.00%	\$4.50

Proposed item pricing						
Manufacturer item or part number	Supplier item or part number (if different than Manufacturer part number)	Description	Unit of Measure	Manufacturer list Price	Discount %	Net Price to E&I Member
FieldTurf USA, Inc.	E&I RFP #683392	All Pricing is NOT TO EXCEED and includes supply, install, and freight within continental US. FieldTurf will offer the lowest price possible for each customer based on their location, project details, economies of scale opportunities, and wage rate requirements. The pricing provided below is the maximum per unit cost.				
FieldTurf XM6-50 (2.0")	XM6-50	1L x 1W (SF) Synthetic turf; Artificial turf; All weather turf. The FieldTurf XM6 System is built with a proven, in-house ridged-monofilament fiber technology, providing your surface with durability and resilience characteristics that match the top products in the industry. The infill in the XM6 system is FieldTurf's 2-layer SBR Rubber and Silica Sand infill that has been installed on hundreds of fields worldwide to ensure proper safety and athlete cushion.	Per Sq. Ft.	\$4.74	9.00%	\$4.31
FieldTurf XT 65 (2.5")	XT65	1L x 1W (SF) Synthetic turf; Artificial turf; All weather turf. The XT system features a slit-film fiber that has been designed to be the best of the best in terms of slit-film durability and softness, coupled with a 2-layer infill system of SBR Rubber and Silica Sand to provide a proper cushion.	Per Sq. Ft.	\$5.16	9.00%	\$4.70
FieldTurf XT 57 (2.25")	XT57	1L x 1W (SF) Synthetic turf; Artificial turf; All weather turf. The XT system has been designed to be the best of the best in terms of slit-film durability and softness, coupled with a 2-layer infill system of SBR Rubber and Silica Sand to provide a proper cushion.	Per Sq. Ft.	\$4.88	9.00%	\$4.44
FieldTurf XT 50 (2.0")	XT50	1L x 1W (SF) Synthetic turf; Artificial turf; All weather turf. The XT system has been designed to be the best of the best in terms of slit-film durability and softness, coupled with a 2-layer infill system of SBR Rubber and Silica Sand to provide a proper cushion.	Per Sq. Ft.	\$4.75	9.00%	\$4.32
FieldTurf Vertex Prime 2.5"	FieldTurf Vertex Prime 2.5"	FieldTurf Vertex Prime 2.5" is comprised of specially designed slit-film fibers and high performance ridged monofilament fibers. The fibrillation process of the slit-film component allows for proper infill encapsulation while the monofilament fibers facilitate grass-like ball roll and a better aesthetic appearance. Both fibers are tufted together in the same stitch for superior aesthetic appearance. Elite infill, 8 year warranty. Price applicable for fields that are greater than 45,000 sf.	Per Sq. Ft.	\$5.87	9.00%	\$5.34
FieldTurf Vertex Prime 2.25"	FieldTurf Vertex Prime 2.25"	FieldTurf Vertex Prime 2.25" is comprised of specially designed slit-film fibers and high performance ridged monofilament fibers. The fibrillation process of the slit-film component allows for proper infill encapsulation while the monofilament fibers facilitate grass-like ball roll and a better aesthetic appearance. Both fibers are tufted together in the same stitch for superior aesthetic appearance. Elite infill, 8 year warranty. Price applicable for fields that are greater than 45,000 sf.	Per Sq. Ft.	\$5.46	9.00%	\$4.97
FieldTurf Vertex Prime 2.0"	FieldTurf Vertex Prime 2.0"	FieldTurf Vertex Prime 2.0" is comprised of specially designed slit-film fibers and high performance ridged monofilament fibers. The fibrillation process of the slit-film component allows for proper infill encapsulation while the monofilament fibers facilitate grass-like ball roll and a better aesthetic appearance. Both fibers are tufted together in the same stitch for superior aesthetic appearance. Elite infill, 8 year warranty. Price applicable for fields that are greater than 45,000 sf.	Per Sq. Ft.	\$5.24	9.00%	\$4.77
FieldTurf Vertex 2.5"	FieldTurf Vertex 2.5"	FieldTurf Vertex is comprised of specially designed slit-film fibers and high performance monofilament fibers. The fibrillation process of the slit-film component allows for proper infill encapsulation while the monofilament fibers facilitate grass-like ball roll and a better aesthetic appearance. Both fibers have withstood stringent testing and were designed to resist matting. Prestige infill, 8 year warranty. Price applicable for fields that are greater than 45,000 sf.	Per Sq. Ft.	\$5.87	9.00%	\$5.34

Proposed item pricing						
Manufacturer item or part number	Supplier item or part number (if different than Manufacturer part number)	Description	Unit of Measure	Manufacturer list Price	Discount %	Net Price to E&I Member
FieldTurf USA, Inc.	E&I RFP #6831392	All Pricing is NOT TO EXCEED and includes supply, install, and freight within continental US. FieldTurf will offer the lowest price possible for each customer based on their location, project details, economies of scale opportunities, and wage rate requirements. The pricing provided below is the maximum per unit cost.				
FieldTurf Vertex 2.25"	FieldTurf Vertex 2.25"	FieldTurf Vertex is comprised of specially designed slit-film fibers and high performance monofilament fibers. The fibrillation process of the slit-film component allows for proper infill encapsulation while the monofilament fibers facilitate grass-like ball roll and a better aesthetic appearance. Both fibers have withstood stringent testing and were designed to resist matting. Prestige Infill. 8 year warranty. Price applicable for fields that are greater than 45,000 sq. ft.	Per Sq. Ft.	\$5.46	9.00%	\$4.97
FieldTurf Vertex 2.0"	FieldTurf Vertex 2.0"	FieldTurf Vertex is comprised of specially designed slit-film fibers and high performance monofilament fibers. The fibrillation process of the slit-film component allows for proper infill encapsulation while the monofilament fibers facilitate grass-like ball roll and a better aesthetic appearance. Both fibers have withstood stringent testing and were designed to resist matting. Prestige Infill. 8 year warranty. Price applicable for fields that are greater than 45,000 sq. ft.	Per Sq. Ft.	\$5.24	9.00%	\$4.77
FieldTurf-Elite Double Play	Elite Double Play	1.75" Classic Slit Film Infill/2" Revolution 360 Monofilament outfield.	Per Sq. Ft.	\$5.25	9.00%	\$4.78
FieldTurf-Elite Double Play	Prestige Double Play	1.75" Slit Film Infill/2" Monofilament outfield.	Per Sq. Ft.	\$4.75	9.00%	\$4.32
Product/Manufacturer	Product #	Turf/Ancillary items		MSRP	% Discount	Price per Unit
FieldTurf-Numbers and Arrows	Numbers and Arrows	Permanent Turf Football numbers and Arrows.	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Soccer Markings	Soccer Markings	Permanent Soccer Markings	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Hash Markings	Hash Marks	Permanent Football Hash Markings	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Logo	Logo	Permanent Turf Logo (35' x 35' Approx. Dimension) 1-2 Colors	Per Unit	\$27,000.00	9.00%	\$24,570.00
FieldTurf-Endzone Letters	Endzone Letters	Permanent Turf Endzone Letters (20' High Letters)	Per Unit	\$1,925.00	9.00%	\$1,751.75
FieldTurf-Field Hockey Lines	Field Hockey Lines	Permanent Field Hockey Lines	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Lacrosse Lines	Lacrosse Lines	Permanent Lacrosse Lines	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Baseball Lines	Baseball Lines	Permanent Baseball Lines	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Flag Football Lines	Flag Football Lines	Permanent Flag Football Lines	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Softball Lines	Softball Lines	Permanent Softball Lines	Per Unit	\$8,000.00	9.00%	\$7,280.00
FieldTurf-Football Restraining Lines	Football Restraining Lines	Permanent Football Restraining Lines	Per Unit	\$8,585.00	9.00%	\$7,812.35

RFP_683178_Attachment_E_Installation_Pricing
Synthetic_Turf_Solutions



Please provide Installation pricing in a format used by your company
Installation Cost included with purchase of product

Attachment B

E&I General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members, it is the responsibility of the Supplier and the Member to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on participating Member purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

6. Resale

If E&I, and/or Member purchase any goods for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims; (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

9. Transactions between Supplier and E&I Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

10. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to the Member by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the Member, E&I or its employees. Supplier, at the request of the Member and E&I shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees.

11. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insured. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

12. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

13. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

14. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. The E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

15. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

16. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

17. Sexual Harassment

Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the Member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to Member. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

19. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any Member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

20. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

21. Suspension, Debarment, and Terrorism

Vendors certifies that the vendors and their principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendors are in compliance with all applicable State statutes and rules relating to procurement and that Vendors are not listed on the federal government's terrorism watch list as described in Executive Order 13224.

22. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

23. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this Agreement are met in their entirety.

Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

24. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

25. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

26. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

27. Termination and Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance. An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

28. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

29. Open Records

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore may be subject to public disclosure after an agreement is awarded. Suppliers are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the member's states regarding the disclosure of proposal information.

30. Proprietary/Confidential Information

Supplier must clearly mark "Confidential" on any portion of your response, which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Supplier in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

31. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.



Master Agreement

FieldTurf
Turf Surfaces – Synthetic, Natural, Installation and Services
Master Agreement Number CNR01447
December 1, 2017

32. Entire Agreement

This Agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

33. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link, CPM
Sr. Vice President, Consulting Group & Contracts
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to FieldTurf USA, Inc.: Eric Fisher, Director of Sales- SmartBuy
FieldTurf USA, Inc.
19600 SW 129th Ave
Tualatin, OR 97062
Tel: 1-503-563-6395
Other: 1-888-209-0065
Mobile: 1-503-708-6548