

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew for up to four (4) additional one-year terms or any combination of time equally not more than 4 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of

final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

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

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
  - ◆ Providing material that does not meet the specifications of the contract;
  - ◆ Providing work and/or material that was not awarded under the contract;
  - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
  - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
  - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal

counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

**If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply**

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation



- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer
  
- ◆ References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
  - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Game Day Athletic Surfaces
Address	1509 U.S. HWY 11
City/State/Zip	Trussville, AL 35173
Telephone No.	205-542-7588
Fax No.	
Email address	james@gamedayathleticsurfaces.com
Printed name	James Mathews
Position with company	President
Authorized signature	

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Game Day Athletic Surfaces (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 08-31, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Natural Sport Surfaces, Installation and Related Materials ;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	Zip Code	State	RQN Proposal #	Order Date	Internal PO, Job #, FX#, Notes etc.	Sale Amount	Admin Fee (3%)
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**Total**

- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

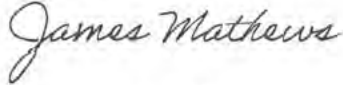
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: **Matthew Mackel**  
Title: **Director, Business Development**  
Address: **PO Box 701273**  
**Houston, TX 77270**  
Signature:   
Date: **December 8, 2020**

**Vendor:** Game Day Athletic Surfaces

Name: James Mathews  
Title: President  
Address: 1509 U.S. Hwy 11  
Trussville, Al 35173  
Signature:   
Date: **11-19-2020**

## NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

### NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at [www.NCPA.us](http://www.NCPA.us)

**\*Click on RQN Logo at the bottom of the home page and a form will pop up.**

**\* Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 5 minutes.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date: 11-19-2020

RFP Number: 35-20

Company Name: Game Day Athletic Surfaces

Printed Name: James Mathews

Signature: *James Mathews*



# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

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

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands        |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico         |
| <input type="checkbox"/> Guam                           | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands                 |   |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of **Trussville**, State of **Al**

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- |  |  |
|--|--|
| <input type="checkbox"/> Manufacturer Direct               | <input type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller              | <input type="checkbox"/> Other:                                  |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: **Diann Johnson**

Title: **Office Manager**

Company: **Game Day Athletic Surfaces**

Address: **1509 U.S. Hwy 11**

City: **Trussville**

State: **AL**

Zip: **35173**

Phone: **205-602-3108**

Email: **diann@gamedayathleticsurfaces.com**

- Purchase Orders

Contact Person: James Mathews  
 Title: President  
 Company: Game Day Athletic Surfaces  
 Address: 1509 U.S. Hwy 11  
 City: Trussville State: Al Zip: 35173  
 Phone: 205-542-7588 Email: james@gamedayathleticsurfaces.com

- Sales and Marketing

Contact Person: Keith Mitchell  
 Title: Sales Manager  
 Company: Game Day Athletic Surfaces  
 Address: 1509 U.S. Hwy 11  
 City: Trussville State: Al Zip: 35173  
 Phone: 205-504-2136 Email: keith@gamedayathleticsurfaces.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 

Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 

Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 

Yes       No

- ◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
NCPA Contact 08-26 Natural Sports Surfaces Installation & Related Materials		11/21/2021	estimated 1 plus

# Tab 4 – Vendor Profile

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Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

## GENERAL:

1. Company's official registered name.
  - Game Day Athletic Surfaces, Inc.
2. Brief history of your company, including the year it was established.
  - Athletic Field Construction, Renovation, Maintenance, and Materials Supply company. Established in 2015
3. Company's Dun & Bradstreet (D&B) number.
  - NA
4. Corporate office location.

1509 U.S. Hwy 11 Trussville, Al 35173
5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
  - 15: 2 Administrative, 2 Sales Support, and 11 Service Technicians
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
  - 1509 U.S. Hwy 11 Trussville, Al 35173. James Mathews, President, C:205-542-7588, Email:james@gamedayathleticsurfaces.com
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales : Daniel Ruggiero, Email: daniel@gamedayathleticsurfaces.com, 256-755-2975
  - b. Sales Support: Keith Mitchell, Email:keith@gamedayathleticsurfaces.com,205-504-2136
  - c. Marketing: James Mathews, james@gamedayathleticsurfaces.com,205-542-7588
  - d. Financial Reporting: James Mathews, james@gamedayathleticsurfaces.com,205-542-7588
  - e. Executive Support: diann@gamedayathleticsurfaces.com, 205-612-2506
8. Define your standard terms of payment.
  - 15-30 days
9. Who is your competition in the public marketplace?

Sports Turf, Worner Athletics, Eagle Golf among other companies but these are regional competitors
12. What is your strategy to increase market share in the public space?
  - Referral network within MLB, Colleges, and High Schools, State and Regional Conventions, State Associations
13. What differentiates your company from your competitors?
  - We offer full service to include Construction, Design Builds,Renovation, Maintenance, Material and Accessory Supplies
14. Briefly summarize your company's Quality control/Quality assurance program.
  - Prepared weekly and daily reports coupled with a progress schedule shared within our staff. The reports are through constant communication with our staff, over project details, timelines and expectations of the owner or client.
15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
  - None

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
- If allowed, our team first analyzes the original field with the owner and provide safe and economical decisions before major projects. For example: 1. Gordo High School over \$100,000 by renovation instead of new construction and extended their fields life by three years. 2. City of Centerpoint saved over \$50,000 in our labor and materials sources in renovation cost 3. Etowah Mega Soccer Complex saved \$500,000 in redesign Cost

**PRODUCTS:**

17. What is the reputation of your company's products in the public marketplace?
- Excellent we have not ever had a warranty claim, service issue not easily resolved or law suit for our products or services
18. What equipment/system support documents will your company provide?
- Provide on-site training with supplied owners manual. Customer service lines and follow up visits with customers if requested.
19. Identify the process of receiving a purchase order to the ordering of equipment.
- Contact the administrator and request the number via email, phone, or in person with customer on site
20. Describe your company's shipping schedule notification procedures.
- Customer is provided updates during process. When products are shipped and received we notify customer for delivery options.
21. Describe how your company deals with shipping delays. How do you notify your customer of delays?
- We contact the customer and ask if the delay is okay and if not we personally deliver or intervene. A new shipment or order is placed if that is the quickest solution
22. Provide your shipping schedule reporting form. How many times do you update?
- We update this daily and weekly based on the amount of shipping arrangements are made via a simple spreadsheet
23. How many products do you stock? Where?
- 303 product, Our warehouse in Trussville, Al, another Warehouse in Columbia, Tn, and a site in Lacey Springs, Al
24. Describe any direct order entry system or capabilities your organization has such as internet capabilities.
- Our capabilities include orders through our website, new on-line e-commerce site, email, and catalog
25. If your product is defective, what is the replacement process and turnaround?
- Within a few days with exception of shipping delays based on distance from home office, force majeure or administrative delays of our client
26. What is the capability of your company to respond to emergency/rush orders?
- Immediate and the only delay is distance to customer location
27. State whether your company provides a quality guarantee on your products. If so, please describe.
- Our guarantee is based on the product warranty period and we will repair or replace a defective product or service if circumstances require it.
28. Describe your procedures to monitor the quality of your products.
- Continual communication with our customers site visits to include regional visits with our field and sales staff
29. Do you offer extended parts and labor warranties? If yes, state length of warranty.
- Yes 1-10 years is the typical product and service warranties.
30. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
- Oneonta Stadium Renovations/Synthetic Turf 1 yr. service & 8 yr. turf warranty
  - Shelton State Community College Baseball Drainage 1 year service , among many others
31. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?
- We would offer to all states as long as the project or equipment order was properly budgeted

## SERVICES:

32. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
- 24 hours, one main service center and 13 technicians
33. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
- One day to a week based on the complexity of the service call and logistical distance from the customer.
34. Please describe the quality program(s) within your company which measures your service work.
- Presidential, Chief Operating Officer, Superintendent, Senior Foreman oversight of all materials and services provided to the customer before final inspection, job completion and invoicing.
35. List your company's standard scope of work performed for preventative maintenance visits.
- Before job completion our superintendent and senior technicians train the owner's facility staff how to maintain the surface or use the provided equipment. Or we ensure maintenance for the 1st year as part of our contract.
36. Describe your call center organization.
- We do not have a call center but our superintendent, chief operating officer and the owners are always available via cell phone.
37. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
- No
38. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
- A service call is received via email or phone and within the same day a contact is made with the owner. A suggested time or date within that next day or week is requested to visit the project and nearly 90% of the time the repair is made same day.
39. What is the reputation of your company's service in the public marketplace?
- Excellent
40. Identify the process of receiving a purchase order to the providing of a service contract.
- Email or phone call receipt of the PO, the quote is turned into a service order with the PO and placed on the work calendar for a start and completion date
41. Describe your company's post-installation and warranty support
- All customers are provided with the specific warranties with close out documents and provided a continued direct line of communication with the superintendent and chief operating officer for the project for as long as the warranties are in place
42. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
- Issues are managed by our in house staff allowing us to be more efficient and responsive to our customers
43. Explain how your company would propose a planned turf replacement program including how you would identify replacement and how pricing would be addressed.
- See Attached
44. Describe what project scheduling tools your company use to track projects during construction.
- Based on project complexity we use software similar to Builder Trend and Co-Construct
45. Describe how your company handles site development and project permitting process.
- During the planning phase we reach review our specifications book and reach out to the governing bodies to determine what permits or licensing procedures or requirements exist. Permits are normally included in our bids

46. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey contract project.
- We meet with the owner to design an initial layout for their new construction or renovation project. Once we have laid out the details with the customer our office consults with the necessary engineers, architects and environmental companies to properly budget and establish the plans and process to proceed to construction
47. What is your company's design approach and philosophy for a turnkey or retrofit contract project?
- Our philosophy is to provide the owner the most modern and current athletic sports field . We thoroughly review and utilize the best materials and products to provide a transparent selection for the owner to choose and receive the highest quality surface despite the marketing of any company 's product in the market
48. Describe your company's construction management plan.
- Project Manager is on sight daily. He is tasked with daily and weekly reports on all scopes of work and progress schedules . Our staff is in constant communication with each other, the owners and their representatives for an efficient process. We self perform nearly all aspects of our projects ensuring the maximum quality control for our projects.
49. What is your standard warranty on installation?
- 1 year service warranty or required warranty based on the products installed or equipment provided
50. State whether your company provides a quality guarantee on your service. If so, please describe.
- We provide an guarantee of industry standards on our finished products and professionalism. We will honor and stand by any products or services we provide. The services will include any warranties requested and mutually agreed upon
51. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
- None as long as the timeline and budgets are properly outlined and agreed upon

## **SAFETY:**

52. Describe your company's safety program during service/repair work.
- Each service or repair work has a specified safety requirement which is discussed daily and at our weekly company meetings during the whole project. The perspective subject matter expert will give the briefings and review the specific scopes or work an safety protocols
53. Describe your company's safety program during construction.
- Each project has a specified safety requirements and daily briefings on all equipment, materials, and scopes of work to be performed. All sights will have on site instructional walk through over any hazards or safety concerns. Daily on site on in company briefings will occur daily during the project. The perspective subject matter expert for the site conditions and work to be performed will handle the brienfings
54. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.
- None
55. What reporting mechanism does your company provided to the customer upon completion of any project?
- Based on the project size we may use progress schedule during and through completion followed by invoicing and via email, excel, pdf, and other formats t0 the owner

## **MARKETING/ SALES**

56. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
    - i. NCPA and Region 14 ESC Logo
    - ii. Link to NCPA and Region 14 ESC website
    - iii. Summary of contract and services offered

- iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
- v. amendments, marketing materials

- please see the answers below which answers the majority of the outlined examples above

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

- We will explain to our current and potential customers that the NCPA CO-OP allows for owner savings and direct control of their product and service selection. They will be ensured a specialized company for their direct needs.

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

- Provide the website, an informational packet, and the contact information of our NCPA representative to the owner. We will share this information through meetings and electronic means.

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

- Day 1-10 (create and deliver marketing material in hard and electronic form) Day 11-21 (sales and seminar training) Day 22-90 (market to our clients within the local, state, and regional areas of operation)

60. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

- Utilize our 90 day plan and explain to the sales force that the co-op allow for direct customer ownership over the project, selection of specialty vendors, and their ability to maintain control over their paid for products and services

61. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

- Yes

## ADMINISTRATION

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

- We have had good success as a Region 14 contract holder of 08-26 NCPA Natural Sports Field Surfaces Installation and Related Materials. We landed a \$1,478,000.00 contract for Etowah County Mega Soccer Complex in Alabama. Our contact's name is John Symko & his contact information is 832-914-4499 & email is jsymko@ncpa.us. In addition, we had a series of meetings to inform many architects, local, and state contacts of the Co-Op potentials.

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

- We can provide any update with the program manger or through an y email or electronic document requested

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

- We can add the report to our calendar and send or consolidate billings and reports as requested

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

- A concentrated effort to work with the state and local public agencies to better inform them of the proper state bid law procedures are met will be instrumental in a more business closed



## Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

67. Please provide your company's environmental policy and/or green initiative.

- recycling any of our materials for other uses if possible

## Vendor Certifications (if applicable)

68. Provide a copy of all ***current licenses, registrations and certifications*** issued by federal, state and local agencies, and any ***other licenses, registrations or certifications*** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to ***licenses, registrations or certifications***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

## Tab 5 – Products and Services

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- ◆ It is the intention of NCPA to establish an annual contract with highly qualified vendor(s) for Natural Sport Surfaces, Installation and Related Materials on a national basis. Vendor(s) shall, at the request of NCPA member, provide these covered services under the terms of this RFP and the Contract Terms and Conditions. Vendor shall assist the NCPA member with making a determination of its individual needs, as stated below.
- ◆ The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by the NCPA member.

### **INFORMATION TO OFFERORS**

- ◆ NCPA intends to enter into Natural Sport Surfaces, Installation and Related Materials Contract(s) for the construction, maintenance, repair and alteration services related to sport surfaces. These contracts will be available for use by all public entities such as ESC's, ISD/USD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities. Each entity signs an inter-local agreement approved by their board or designated agent with NCPA when required by state statute.

OFFERORS ARE REMINDED THAT NO WORK IS OR HAS BEEN GUARANTEED UNDER THIS CONTRACT.

- ◆ Those companies seeking multiple state awards should provide contractor license to work in the requested states and propose a separate pricing for each.
- ◆ If a respondent is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Roofing Services in that jurisdiction.
- ◆ If a respondent is awarded a contract for the requested states and later decides to request that additional affiliates be allowed to work on this contract, then a written request must be made to NCPA regarding the addition of the affiliate(s). Successful Respondents must also submit a written request to NCPA if they wish to discontinue an affiliate from doing work on this contract. All work done under this contract by affiliates, subcontractors or other parties will be the responsibility of the primary contract holder.
- ◆ Upon award, the contractor may be designated as the NCPA Natural Sports Surfaces contractor by a client via an approved inter-local agreement. Clients may not compete Natural Sports Surfaces jobs between contractors or designated hard bids in violation of Texas State law. The inter-local or interstate agreement (members in other states may conform to their state and local statutes in using NCPA contracts) must be signed between each member and NCPA.

- ◆ The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members.
- ◆ NCPA will receive 3% of the total revenue from each PO executed under this contract less any sales tax or performance or payment bond. This fee will be included in the contractor's pricing proposal and will not be issued as a separate line item in any job proposals issued to client members.
- ◆ NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.
- ◆ NCPA will provide some oversight in assisting both the client members and the contractors in the marketing to the client members, training (education), and provide at a minimum an annual audit and review of each of the contractor's programs.
- ◆ The contractor at his expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that NCPA has been named as additional insured. If the member has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.
- ◆ Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.
- ◆ Regular work hours will be considered to be 7am to 5pm local time unless otherwise agreed by NCPA member. A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.

### **CONTRACT AND DOCUMENTS**

- ◆ The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the NCPA contract, NCPA, at its sole discretion, will decide which provision will prevail.
- ◆ Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments which have been issued.

### **PERFORMANCE BOND PLAN**

- ◆ The contractor shall submit a detailed performance bond plan that will meet the member's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed on in the submittal. Respondents shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to NCPA or its members upon request. Contractors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to NCPA. The actual cost of the bond will be a pass through expense to the client and added to the purchase order.

### **SAFETY/ENVIRONMENTAL PLAN**

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

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

- ◆ The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the client members staff.

### **SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS**

- ◆ The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractors log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.
- ◆ A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.
- ◆ The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes and process to maintain upstanding workmanship and service.

### **PRODUCT PERFORMANCE MINIMUM REQUIREMENTS**

- ◆ All natural sports surface systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings.. The prime contractor

awarded a contract will comply with the latest, most stringent industry-standard construction details. Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the NCPA member.

### **ASSOCIATED PROJECT SUPPORT REQUIREMENTS**

- ◆ This will consist of the following points. (1) The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the client member.
- ◆ If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- ◆ NCPA or its representative reserves the right to inspect any project and audit the contractor's NCPA project files, documentation and correspondence.
- ◆ Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.
- ◆ It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the contractor will make arrangements for portable toilets.
- ◆ The Member Agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the NCPA member.
- ◆ Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person employed by Contractor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the NCPA member.

### **Description of Products and Services Offered**

(Note: Pricing is to be provided separately in the TAB 7-Pricing )

- ◆ A listing of products and services that should be offered under this contract is provided in TAB 7-Pricing, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, RS Means or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (TAB 7). RS Means or any other approved benchmarking service can be used as an alternate pricing mechanism for special situations. Provide the coefficient(s) for all applicable regions for RS Means on the final page provided in the TAB 7-Pricing.

### **Construction Process and Methods of Natural Grass Athletic Fields**

*Any vendor may offer a wide variety of design, base, and layouts*

- ◆ **Base Grading:**  
Site is to be prepared at plus or minus 1/10th of inch of subgrade consistency
- ◆ **Material Selection:**  
Variance may apply due to region of the country and client request
- ◆ **Subsurface Drainage:**  
Layout and materials to include the most current industry standards. Design and material options differ depending on region, use, and preference
- ◆ **Irrigation Installation:**  
Layout and design to include most current industry standards and functionality
- ◆ **Root Zone Selection:**  
With various options of top soil and sand available the regions of the country will dictate what sources the material will come from.
- ◆ **Grass Selection:**  
Certified sand based sod and in certain circumstances seed may be a viable option. All varieties of turf grass used and selected must be certified by the governing body of that industry and at times both regionally
- ◆ **Grass Establishment:**  
Immediate turn over to the owner with a required grow in period of no less than one year by Contractor.

### **Base Grading:**

- ◆ Native soil fields high in silt and clay are not suitable for intensive use because they provide poor drainage and easily compact during use. Therefore, native soil will likely have to be excavated from the site. If topography permits, sand can be placed directly on the surface without excavation after level grading at a considerably reduced cost. If excavation is necessary, it should be performed so that the finished grade at time of planting conforms to the sidelines or track area. Optimum grading depth for high-quality fields should be 16 inches. This depth will be replaced with 4 inches of base material (pit-run gravel) and then 12 inches of sand. Drain tiles are typically

trenched into the subsoil at the bottom of this grading depth. Bases should be graded flat, or have a crown of 6 inches from the center to the sidelines.

- ◆ Although a 16-inch depth is optimum, it is possible to build a functional field with a 12-inch layer of sand and no fine gravel base; however, as in the design described above, drain tiles should be set another 4 inches down into the subsoil. The drain lines are trenched and the drains should be covered with fine gravel or coarse sand material before the sand is installed.

### **Material Selection:**

- ◆ "Base material" here is defined as sand or pit-run gravel (naturally occurring deposits of sand and gravel) placed over the drain lines and the graded sub-base. This material should drain rapidly to facilitate faster movement of water to all drain lines. If ample quantities of low-cost sand are available, the entire profile could be made up of sand to the grass surface. Base materials can include pit-run gravel with a maximum of 2 to 3 percent total silt and clay. Other materials may include pea gravel or coarse sand, with particles ranging from No. 8 to No.  $\frac{3}{8}$  Screen. Never put fine sand or soil over coarse gravel or allow any similar abrupt profile changes. Saturated zones will occur at these interfaces. Try to maintain textural uniformity in the profile.
- ◆ The depth of base material can vary from 4 to 12 inches. Carefully deposit base material over the field to avoid disruption of the base grades and to prevent damage to the drainage lines. During installation, never run wheeled equipment across drainage lines. The base material can be brought to grade with light, tack-type equipment or light grading equipment. Normal grading operations can be used to bring the field to grade, but never heavily compact the base material.

### **Subsurface Drainage:**

- ◆ Installation of drainage lines is necessary when water tables are too close to the surface and must be lowered. Drainage should also be installed when subsoils are impermeable or so slowly permeable that turf grass root zones remain saturated for extended periods. Subsoils that are moderately permeable (1/2 inch per hour or greater) do not require extensive drainage installation. A standard percolation test conducted at about 30 inches deep will help determine the need for drainage lines.
- ◆ When drainage is necessary, install drain lines on 15-foot centers arranged longitudinally on the football field. This spacing will allow free movement of vehicles during the construction process and will facilitate rapid water movement into the drain lines.
- ◆ Install drain lines 16 to 24 inches below the grassed surface at a 1- to 2-percent minimum grade. Drainage trenches should be 6 to 8 inches wide and should be dug with laser-controlled machines. This will ensure the proper grade and depth of drain lines. Drainage trenches should be dug with a wheel ditcher with a cleaning shoe, which leaves a V-shaped, clean, and graded trench bottom. If other types of trenchers are used, the contractor should cut a level (flat) bottom and excavate 2 inches deeper than the required invert elevations and place 1/8-inch minus to 5/16-inch minus pea gravel 2 inches deep, leveled to grade for placement of the drain lines.
- ◆ Try to select trenchers that will place the base material into a truck or trailer, or as far away from the trench as possible for easier removal and to prevent it from falling back into the trenches.

Remove from the site all material dug from the base or uniformly spread it over the area if it does not interfere with the final base grades.

- ◆ Drain lines can be placed longitudinally from end to end on naturally sloping terrain or crowned fields but this is not practical on flat terrain.
- ◆ The herringbone method is a typical alternative to longitudinally oriented drain lines. Typically, the field should be divided from the center and trenched in each direction, reducing the length of run in half. Since a perimeter drain should be installed around the football field to facilitate drainage of both the field and the running track, these longitudinal drain lines can be coupled with the perimeter drain and discharged into storm sewers or other suitable sites. Some drainage lines are manufactured with slits 360 degrees around the tubing and some are drilled with holes only on one side at 45-degree angles. In the latter case, always place the holes downward. During installation, attempt to keep soil off the drain lines and trenches. Carefully cap blind ends and properly connect and tape all joints to prevent entrance of soil material or animals.
- ◆ Drainage lines spaced on 15-foot centers should be installed with 3- or 4-inch, semi-rigid drainage tubes with slits or drilled holes to facilitate inflow of water. After the drain lines are in place, backfill trenches with pea gravel (1/8 to 5/16 inch) or coarse sand to a depth of 2 to 4 inches over the top of the drain tubing to avoid migration of fine sand particles into the drain line, causing clogging of the drains.
- ◆ Extend drainage lines through the end zones to tie in with the perimeter drains near the running track. The drainage line surrounding the running track will intercept all field drains and should be 6 inches in diameter. Install catch basins around the perimeter of the field over the 6-inch drain at strategic locations for rapid evacuation of water from running tracks. About 8,000 feet of drain lines will be needed for fields like this. It may be possible to also install irrigation lines in the drain line trenches. This should be discussed with an irrigation engineer.

### **Irrigation Installation:**

- ◆ Irrigation is essential on sand-based fields. Determine availability of adequate irrigation water throughout the year at an early stage while planning the installation of an athletic field. Irrigation systems should be designed and installed by competent irrigation specialists. Sand fields cannot achieve their maximum usefulness without systems to irrigate the field during dry periods. Automatic irrigation systems with safety pop-up heads are best for sand-based athletic fields. Irrigation water can be more carefully controlled from this type of system. Install irrigation heads at a grade somewhat higher than the finished surface; after the soil has settled and the grass has become well established, these heads can be lowered to their proper final height.





## **General Safety/Environmental Plan**

### **General Safety and Health Program**

It is our goal to eliminate occupational injuries and illnesses and to provide a safe and healthy workplace for all employees. The priority of workplace safety and health is of such importance that it is placed above operating efficiency and productivity whenever necessary.

To attain this goal, a job safety and health program has been adopted to provide information, training, and precautions concerning safe and healthy work practices applicable to the workplace in general, and to the more unique requirements of each job. The program also includes systems for investigating work-related injuries and illnesses, identifying and evaluating workplace hazards, and correcting unsafe work conditions.

To be successful, the program requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his or her co-worker. It is the obligation of every employee to comply with the requirements of the safety and health program at all times.

Employees who fail to adhere to job safety and health standards are subject to disciplinary action, including, but not limited to verbal reprimands, written warnings, suspension, and/or immediate discharge. The degree of discipline in any instance is at the sole discretion of management. Nothing in our job safety and health program, however, changes any other lawful employment policy or practice including the right of any employee or the employer to terminate employment at any time.

All plans will adhere to OSHA Compliance

## **Drug-Free Workplace Testing and Prohibition**

While on Game Day premises and while conducting business-related activities off Game Day premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. This policy prohibits the illegal use of drugs off duty as well, and employees may be subject to random, reasonable suspicion, and post-accident drug and alcohol testing. Adherence to this policy is a condition of employment. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

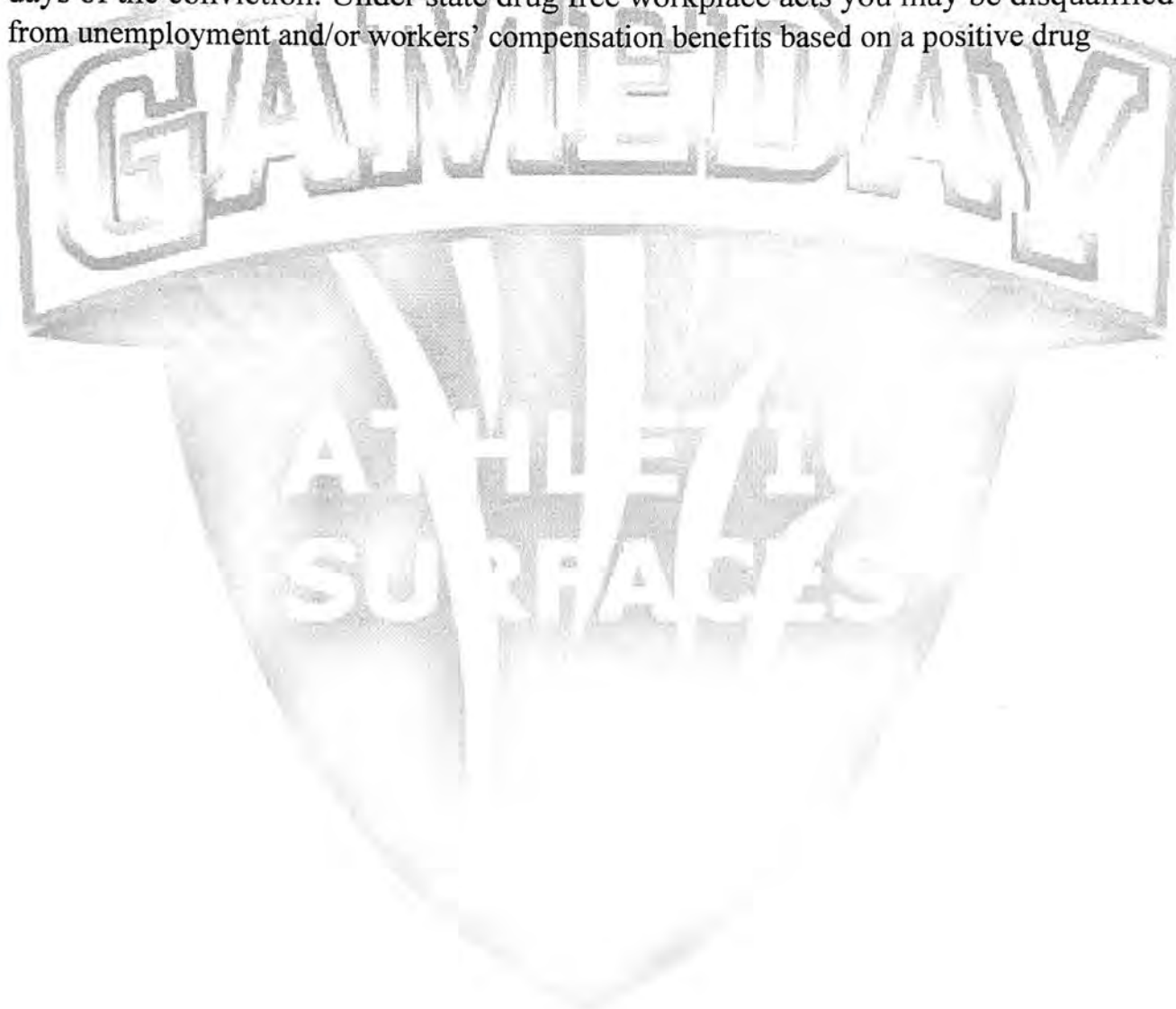
If your doctor prescribes medication for you, it is your responsibility to ensure that your ability to safely work due to the effects of prescribed medication, you are required to provide a doctor's statement to your supervisor before commencing work.

Any medical issues work safely will not be affected by taking the medication. If you are in doubt, please discuss this with your physician. If you are unable to discuss will be kept confidential. It is Game Day's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Game Day has instituted a detailed Alabama Drug-Free Workplace Program.

A positive drug or alcohol test, or refusal to be tested is a violation of this policy and may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Employees with drug or alcohol problems that not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation nor treatment program through Game Day's health insurance benefit coverage or Employee Assistance Program if it is available.

Leave may be granted at the sole discretion of Game Day if the employee agrees to abstain from use of the problem substance; abides by all Game Day policies, rules, and prohibitions relating to conduct in the workplace; executes a last chance agreement; and if granting the leave will not cause Game Day any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Game Day of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction. Under state drug free workplace acts you may be disqualified from unemployment and/or workers' compensation benefits based on a positive drug



## Environmental Policy Plan

Game Day Athletic Surfaces will conduct its business in an environmentally responsible manner. We shall endeavor to employ relevant practices that reduce our environmental footprint while promoting an environmentally responsible culture with employees and on-site contractors.

We are committed to the prevention of pollution and the protection of our natural resources through, but not limited to, compliance with applicable environmental legislation and regulations, waste reduction and other established programs in which we participate.

We will strive for continual improvement of our business processes, products and activities. Environmental objectives are established and monitored using targets that measure our progress toward minimizing potential significant environmental impacts.



## Quality Assurance/Quality Control Plan

Game Day Athletic surfaces is dedicated to providing the highest quality athletic fields. All field technicians are carefully trained. Training includes instruction, as well as hands-on supervised exercises.

While the turf industry has not had any quality control system until recently, Game Day Athletic Surfaces has developed and utilized an in-house quality control program since its formation in 2015. The program involves onsite program managers that meet daily comparing the work being done to the contract details and drawings.

A prepared report is made daily to detail all project related scopes of work and submitted to the Chief Operating Officer. If any adjustments are required or approved the changes are directed by the COO to the project managers. The daily report are saved to each job file for reference as well as further training. At the end of the project a final narrative report will be compiled and placed in file for reference.

Tab 5



## Subcontractor Daily Log

<b>Subcontractor:</b> _____	<b>Date:</b> _____
<b>Job Name:</b> _____	
<b>No. Men on Job:</b> _____	
<b>Foreman:</b> _____	
<b>Journeyman:</b> _____	
<b>Apprentice:</b> _____	
<b>Laborers:</b> _____	
<b>Total Hours:</b> _____	
<b>Deliveries Received:</b> _____	
<b>Reports of Unsafe Conditions:</b> _____ _____	
<b>Injury Report:</b> _____ _____	
<b>Delivery Needed:</b> _____ _____	
<b>Problems/Instructions:</b> _____ _____ _____	
<b>REPORTS ARE DUE TO THE SUPERINTENDENT BY COB OF CURRENT SHIFT</b>	
<b>Signature of Company Representative:</b> _____	
<b>Printed Name:</b> _____	

Tab 5



## Subcontracting Plan

Game Day Athletic surfaces is dedicated to providing the highest quality athletic fields. While our team self performs all most every aspect of our construction projects pertaining to athletic fields there are at times where it's beneficial to use subcontractors. Each Subcontractor will be required to meet the standards of NCPA's agreement with Game Day and the owner in which we all support.

We pride ourselves in there being no difference in the quality of subcontractor chosen and the staff who perform our work for the customer. Therefore any subcontractor will be carefully interviewed and participate in a classroom setting and an on site walk through, training, and instructed on the protocol of the field and construction related elements of the project.

### **Subcontractor Job Site Introduction:**

Our Chief Operating Officer will review the overall project and schedules. The Superintendent for Safety will conduct site specific and if needed classroom instructional sessions for job safety. Our Superintendent over Equipment will demonstrate and instruct an onsite and if needed classroom setting review of the proper methods of each machine. In addition our Program Manager will daily review the scopes of work for each day and review the previous day's reports to update or cover any changes to the overall project.

While the turf industry has not had any quality control system until recently, Game Day Athletic Surfaces has developed and utilized an in-house quality control program since its formation in 2015. The program involves onsite program managers that meet daily comparing the work being done to the contract details and drawings.

A prepared report is made daily to detail all project related scopes of work and submitted to the Chief Operating Officer. If any adjustments are required or approved the changes are directed by the COO to the project managers. The daily report are saved to each job file for reference as well as further training. At the end

of the project a final narrative report will be compiled and placed in file for reference.

**Attracting, Utilizing, and Mentoring Small and Disadvantage Business:**

As a small business Game Day understands that a specialized company has the potential to offer a unique and many times a more efficient process than larger and more bureaucratic companies. Therefore, we look to recruit and form relationship with small companies from specialized trades to include but not limited to shipping, concrete, framing, hvac, electrical, plumbing, material suppliers, and drillers among many other trades that affect our finished field project. We identify these companies in the market place by seeking out the best source of local products and materials from the communities we build fields for. Many times we start our research through our network of coaches, community leaders, school administrators, local and state chambers of commerce, etc...

Once we have worked with some of these companies and they have performed well and met the standard of our company and the customer we enter into a continual relationship by requesting pricing on future projects and hopefully growing our geographic network.



# **Incorporation of Subcontractors into Game Day's**

## **General Safety/Environmental Plan**

General Safety and Health Program

*Our Subcontractor's will follow our company plan*

It is our goal to eliminate occupational injuries and illnesses and to provide a safe and healthy workplace for all employees. The priority of workplace safety and health is of such importance that it is placed above operating efficiency and productivity whenever necessary.

To attain this goal, a job safety and health program has been adopted to provide information, training, and precautions concerning safe and healthy work practices applicable to the workplace in general, and to the more unique requirements of each job. The program also includes systems for investigating work-related injuries and illnesses, identifying and evaluating workplace hazards, and correcting unsafe work conditions.

To be successful, the program requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his or her co-worker. It is the obligation of every employee to comply with the requirements of the safety and health program at all times.

Employees who fail to adhere to job safety and health standards are subject to disciplinary action, including, but not limited to verbal reprimands, written warnings, suspension, and/or immediate discharge. The degree of discipline in any instance is at the sole discretion of management. Nothing in our job safety and health program, however, changes any other lawful employment policy or practice including the right of any employee or the employer to terminate employment at any time.

All plans will adhere to OSHA Compliance

## **Drug-Free Workplace Testing and Prohibition**

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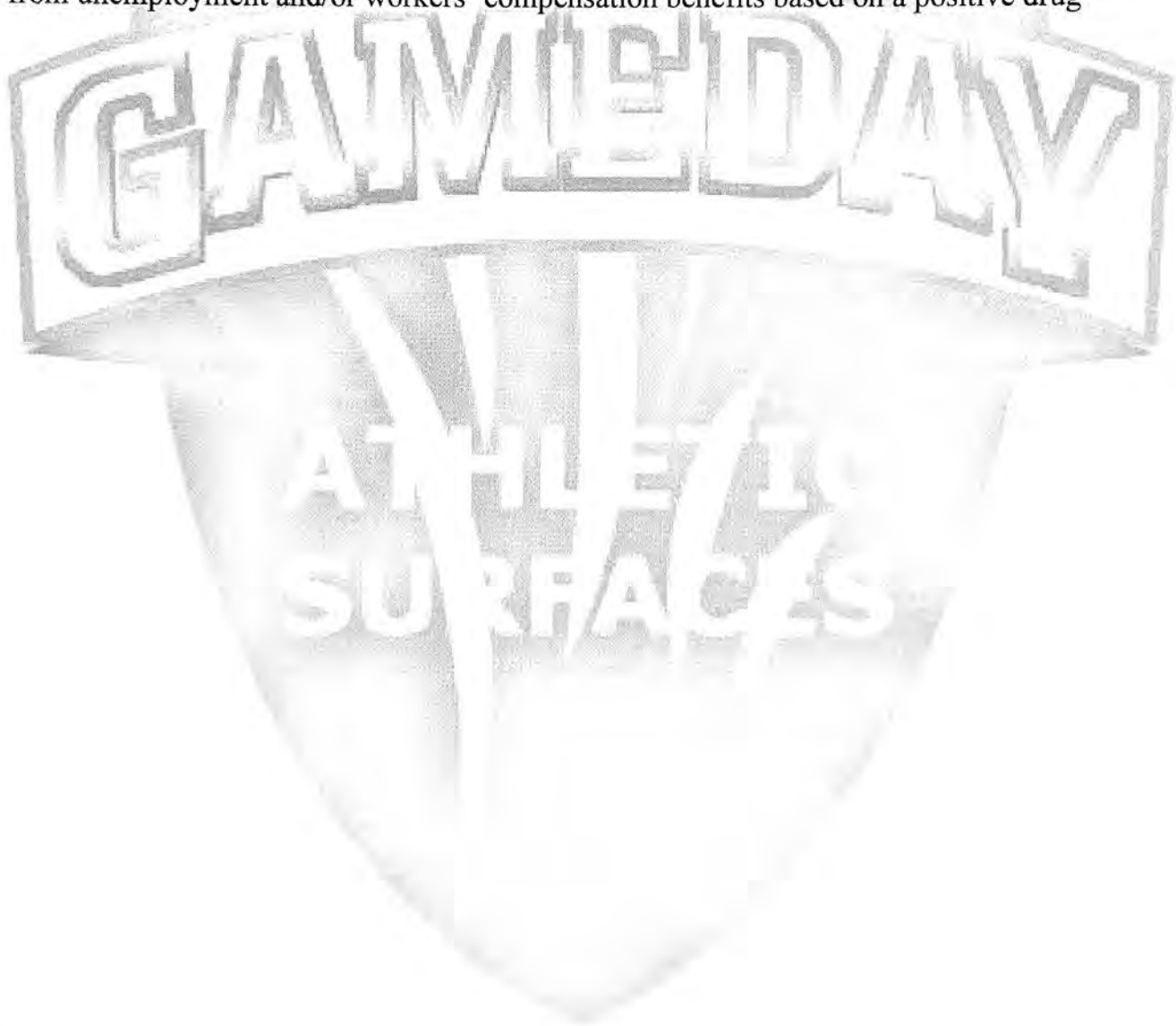
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We will strive for continual improvement of our business processes, products and activities. Environmental objectives are established and monitored using targets that measure our progress toward minimizing potential significant environmental impacts.

Jobs



# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

## GENERAL COMPANY INFORMATION:

Legal Company Name:		
Street Address:		Mailing Address:
City, State, Zip:		City, State, Zip:
Main Office Phone:		Main Office Fax:
Contractor Registration No:		State Tax No. (UBI):
D/B/A:		Parent Company:
Company Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC		
Officers / Partners / Principals:		Signature Authority:
NAME:	TITLE:	Contracts      Change Orders
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Origination:	Other/Former Names:	
M/W/D/B/E Certifications:	Certifying Agency (s):	
Key Contact:	Email:	
Phone:	Fax:	
Emergency Contact:	Email:	
Home Phone:	Cell:	

## TRADE INFORMATION:

Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Union Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Union:	Local No.	Agreement Expires:
Union:	Local No.	Agreement Expires:
Union:	Local No.	Agreement Expires:

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)



## BONDING / SURETY INFORMATION:

Surety Name:	
Bonding Agent Company / Contact Name:	
Mailing Address:	
City, State, Zip:	
Phone No:	Fax No:
Bonding Capacity Per Job:	Bonding Capacity Aggregate:
Bond Premium Rate:	Date of Last Bond Issued:

## INSURANCE INFORMATION:

Please indicate your current policy limits for each for the following coverage's:

Description	Amount	Amount	Amount
General Liability			
General Aggregate			
Each Occurrence			
Products - Completed Ops			
Personal & Advertising Injury			
Automobile Liability (Any Auto)			
Washington Stop Gap (EL Liability)			
Excess Liability (Umbrella)			
Contractors Pollution Liability			
Professional Liability			
Does your policy's general aggregate limit apply separately to each project?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are defense costs excluded from the general aggregate limit?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Please indicate your General Liability Policy form:			<input type="checkbox"/> Claims Made or <input type="checkbox"/> Occurrence
Does your current General, Excess and Auto Liability policies allow endorsement to name Lydig and the project Owner as additionally insured, stipulating the insurance afforded the additional insured's shall apply as <b>Primary</b> to any other insurance carried by them?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>and Non-Contributory</b> to any insurance carried by them?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you able to provide a Waiver of Subrogation endorsement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your policy limit additional insured coverage to "ongoing operations"?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Please indicate your firm's primary point of contact for insurance related issues

Name:	Title:
Phone:	Fax:

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)



Email:



# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)



Please provide the contact information for your Insurance Agent / Broker

Name:	Title:
Phone:	Fax:
Email:	

## IMPORTANT

Please attach a SAMPLE Certificate of Insurance to evidence coverage stated together with a SAMPLE of the Additional Insured Endorsement stipulating primary coverage used by your carrier.

## SAFETY INFORMATION:

Washington State Labor & Industries Workers' Compensation Experience Modification Rate (EMR) for the three most recent years:

Jan 1, 20	Rate:	Jan 1, 20	Rate:	Jan 1, 20	Rate:
<b>In the last three (3) calendar years:</b>			<b>20</b>	<b>20</b>	<b>20</b>
How many man-hours did your employees work?					
How many recordable accidents did your firm have?					
How many restricted (light duty) workday <u>cases</u> did your firm have?					
How many lost day <u>cases</u> did your firm have?					
- Total number days away from work for lost day <u>cases</u>					
What was your firm's incident rate for recordable <u>accidents</u> ? (OSHA recordable accidents x 200,000 / man-hours worked)					
What was your firm's incident rate for time loss <u>claims</u> ? (Lost workday incidents x 200,000 / man-hours worked)					

Average No. of Employees:	Have you been cited by OSHA / WISHA in the last 5 years: <input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company have a written Safety Program? (Must be available for review upon request)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company have a return to work / light duty program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company have a written substance abuse / testing policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company review the safety management systems of your tier-subcontractors?	Yes No
Safety Program Managers Name or Contact Person:	
Title:	Cell Phone:
Pager:	Office Phone:



# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

## FINANCIAL INFORMATION:

State your firm's projected total revenue for current year and actual total revenue for each of the previous three years.

20	\$	20	\$	20	\$
----	----	----	----	----	----

Has your company or any of its owners, officers or major shareholders ever petitioned for bankruptcy, been terminated on a contract or failed to complete work awarded it?  Yes  No

If YES, explain:

Is your company or any of its owners, officers or major shareholders currently involved in any arbitration or litigation or have any outstanding judgments or claims against it?  Yes  No

If YES, explain:

List Owner and/or General Contractor references, including contact name whom we may call.

### OWNER / GENERAL CONTRACTOR REFERENCES

Owner / General Contractor	Contact Name	Phone	Email

### TRADE REFERENCES

Major Supplier / Tier Sub	Contact Name	Phone	Email

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

List current, ongoing projects with approximate contract amount and anticipated completion date or attach separate list. (Attach a separate sheet as needed)

WORK IN PROGRESS SCHEDULE			
Project	Contract Amount	Projected Completion	General Contractor

Please list projects undertaken in the last three years. (Attach a separate sheet as needed)

COMPLETED WORK SCHEDULE			
Project	Contract Amount	Projected Completion	General Contractor

PLEASE ATTACH YOUR LAST 2 YEARS' AUDITED, COMPILED OR REVIEWED FINANCIAL STATEMENTS TO THE END OF THIS FORM.

<b>IMPORTANT</b>	<p>While review of Subcontractor financial information is an important and necessary part of the qualification process, Game Day does recognize the proprietary and confidential nature of these documents. Please be assured this information will be handled with the utmost respect to your firm's privacy. Please feel free to contact James Mathews at <a href="mailto:James@gamedayathleticsurfaces.com">James@gamedayathleticsurfaces.com</a> if you have any questions</p>
------------------	--

The following signature is from an authorized representative of the company and attests to the accuracy of the information provided above.

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

## SUBCONTRACTOR/SUPPLIER/VENDOR SMALL BUSINESS CERTIFICATION

Legal Company Name:	
Street Address:	Date:
City, State, Zip:	Main Office Phone:
Primary Contact Person:	Main Office Fax:
E-Mail Address:	Signature:
DUNS Number:	Federal Tax ID Number:

**Is the company qualified:** Your business may qualify for more than one description below. Please check **all** that apply to your business. For further information and clarification please visit <http://www.sba.gov/size>

<input type="checkbox"/>	<b>Small Business</b> Based on dollar amount by trade. See NAICS Codes Compared to CSI Code Sheet to confirm.
<input type="checkbox"/>	<b>Small Disadvantaged Business (SDB)</b> <i>Subcontractors who are small-disadvantaged business concerns, including ANC's and Indian tribes. Socially Disadvantaged Individuals who have been subject to racial or ethnic prejudice or cultural bias within Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans (American Indians, Eskimos, Aleuts, or American society because of their identification as members of certain groups. African Americans, Hispanic Americans, Native Hawaiians). Economically Disadvantaged Individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged (SBA determines on case-by-case basis).</i>
<input type="checkbox"/>	<b>Women-Owned Small Business (WOSB)</b> Small business subcontractors 51% owned by women.
<input type="checkbox"/>	<b>Veteran-Owned Small Business (VOSB)</b> Small business subcontractors 51% owned by veterans.
<input type="checkbox"/>	<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b> Small business subcontractors 51% owned by service-disabled veterans.
<input type="checkbox"/>	<b>Small Business Administration HUBZone Certified - Certification Number required</b> <i>Subcontractors who are HUBZone (Historically Underutilized Business Zone) small business concerns located in economically distressed communities in order to increase employment opportunities, stimulate capital investments in those areas, and empower communities through economic leveraging - HUBZone area are determined by various census data. Must be a SB, principal office must be located within HUBZone, owned and controlled by one or more U.S. citizen and at least 35% of its employees must reside in a HUBZone - <b>Must be certified by SBA.</b></i>
<input type="checkbox"/>	<b>8(a) Certified Certification Number - required proof of SBA Certification</b> <i>SBA's 8(a) Business Development Program offers a broad scope of assistance to socially and economically disadvantaged firms; it was created to help eligible small disadvantaged businesses become independently competitive in the federal procurement market. A firm must be 51% owned and controlled by a socially and economically disadvantaged individual(s) to be eligible for the 8(a) Program, be a qualified SDB, be in business for at least 2 years and <b>must be certified by SBA.</b></i>
<input type="checkbox"/>	<b>Alaska Native Corporation or Indian Tribe</b>
<input type="checkbox"/>	<b>Other Small Business Affiliations:</b>
<input type="checkbox"/>	<b>Large Business</b>

Tab 5



Alabama Department of Insurance

CRIMINAL HISTORY DISCLOSURE FORM

Carefully review this form and the instructions before completing

RESPONSES MUST BE TYPED - ATTACH ADDITIONAL TYPED PAGES IF NEEDED

Check ONE:

- I am applying for or renewing a license issued by the Department of Insurance.
I work or intend to work in an unlicensed capacity in the business of insurance.

Submit Two Identical Photos
PHOTOS UNNECESSARY IF ONLY SECTIONS I AND II ARE COMPLETED

SECTION I - PERSONAL INFORMATION

Form with fields: Last Name, First Name, Middle, Social Security Number, Home Address, City, County, State, Zip, Home Phone, Business Address, City, County, State, Zip, Business Phone

1. If you were born in the United States, provide the following:

Form with fields: Place of Birth, City, County, State, Zip, Date of Birth

2. If you were not born in the United States, provide the time of first entry and port of entry:

Horizontal line for text entry

3. Are you a U.S. Citizen? Yes No
If no, provide the following:

Form with fields: Citizenship Country, State/Province, Basis of U.S. Residence, Alien Registration Number

4. If you are a naturalized citizen of the United States, indicate where and how you became naturalized. The number of the Certificate of Naturalization must be provided, if applicable.

Horizontal line for text entry

5. Have you ever used or been known by another name (including maiden name) or used or been issued another social security number? Yes No
If yes, provide the following (attach additional pages as needed):

Form with fields: Name, Social Security Number, Date of Use

6. Provide identification of your current, and all former, spouses (attach additional pages as needed):

Spouse's Last Name	First Name	Middle	Social Security Number	Marital Status
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7. Do any of your relatives, by blood or marriage (either current or prior), serve in any capacity with any entity engaged in the business of insurance?  Yes  No  
If yes, provide the following (attach additional pages as needed):

Name of Relative	Address	Relationship to Applicant	Insurer/Employer
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The questions in Sections II and III refer to crimes or offenses in any jurisdiction, including Federal and military offenses, whenever charged. You must provide the requested information (i) if you were arrested, indicted, or otherwise charged, but not convicted (including cases dismissed under a deferred prosecution-type agreement upon performance of conditions), (ii) for all convictions (including cases disposed of by a "no contest" or *nolo contendere* plea), and (iii) even if any conviction was later "expunged." You need not include: traffic citations or misdemeanor traffic offenses (such a misdemeanor DUI or DWI, driving without a license or proof of insurance or with a suspended or revoked license, or reckless driving); or juvenile offenses if disposed of as such in the charging jurisdiction.

### SECTION II - MISDEMEANOR HISTORY

1. Provide the following information for each MISDEMEANOR or lesser form of offense (violation): the specific offense; the date or approximate dates of the initial charge and disposition; the charging law enforcement agency; the court disposing of the offense and, if known, the case number(s); the disposition (e.g., dismissed, not guilty, guilty); if guilty, all sentence terms and whether all terms were performed; and a narrative of the circumstances of the offense.

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2. Other than described in Question 1 of this Section, during your lifetime have you ever been charged, arrested, indicted, entered into a negotiated plea agreement, entered a plea of guilty or *nolo contendere* to an information or indictment, had a sentence suspended or had pronouncement of a sentence suspended, in connection with any other misdemeanor activities?  Yes  No  
If yes, provide a narrative statement describing the circumstances of every instance (add additional pages if needed):

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3. Have you made full payment of any and all outstanding court costs, supervision fees, fines and ordered restitution concerning any and all offenses?  Yes  No  
If no, provide explanation (add additional pages if needed):

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**IF YOU HAVE NOT BEEN CHARGED WITH OR CONVICTED OF A FELONY, YOU  
MAY GO TO SECTION IX.**

**SECTION III - FELONY HISTORY**

1. To the extent not shown in the documents you attach, provide the following information for each FELONY: the specific offense; the date or approximate dates of the initial charge and disposition; the charging governmental agency (e.g., grand jury); the court disposing of the offense and the case number(s); the disposition (e.g., dismissed, not guilty, guilty); and a complete narrative of the circumstances of the offense including, as applicable, any mitigating circumstances and, if considered by the court, any aggravating circumstances. IF CONVICTED, state all terms of the sentence imposed; the dates and location(s) of incarceration (if any); the beginning and ending dates of probation/parole; the name and phone number and employing agency of any person supervising your probation or parole; all restitution amounts paid; all fines/costs ordered and paid; and, if you have received a pardon or restoration of civil or political rights, the agency awarding such pardon or restoration and the date(s) thereof.

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2. Other than described in Question 1 of this Section, during your lifetime have you ever been charged, arrested, indicted, entered into a negotiated plea agreement, entered a plea of guilty or *nolo contendere* to an information or indictment, had a sentence suspended or had pronouncement of a sentence suspended, in connection with any other felony activities?  Yes  No

If yes, provide a narrative statement describing the circumstances of every instance.

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3. Have you received any type of pardon to the offense or offenses that are the subject of this Criminal History Disclosure Form, or any other offense listed in this Criminal History Disclosure Form?  Yes  No  
If yes, provide the following information (add additional pages if needed):

Pardoning Authority	County	State	Convicted Offense	Date of Pardon	Terms of Pardon
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4. Have your civil rights been revoked?  Yes  No  
If yes, provide the following information:

Court of Judgment	Date of Revocation of Civil Rights	Date of Restoration of Civil Rights
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5. Have you made full payment of any and all outstanding court costs, supervision fees, fines and ordered restitution concerning any and all offenses?  Yes  No  
If no, provide explanation (add additional pages if needed):

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6. Are there mitigating or extenuating circumstances surrounding your commission of the offenses listed in this Section?  
 Yes  No  
If yes, explain (attach additional pages as needed).

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7. List all evidence that exists regarding your rehabilitation (attach additional pages as needed).

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8. Have you ever applied for written consent under 18 U.S.C. § 1033 with any other Department of Insurance?  
 Yes  No  
If yes, provide the following information, together with a copy of the Application filed in other state(s):

Name of Commissioner	State	Date of Application	Outcome of Request
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### SECTION IV - EDUCATION

1. Provide complete details about your education and training, including identification of all schools that you have attended. Attach additional pages as needed.

Name of High School(s)	Address	Major	Dates Attended	Highest Level Attained
Name of College(s)	Address	Major	Dates Attended	Highest Level Attained
Name of Tech School(s)	Address	Major	Dates Attended	Designation
Post Graduate Schools or Programs	Address		Dates Attended	Designation

**SECTION V – CHRONOLOGICAL EMPLOYMENT HISTORY AND PROFESSIONAL LICENSES-CERTIFICATIONS-DESIGNATIONS**

1. List in chronological order each and every place where you have been employed, including any military service (attach additional pages as needed). Include all instances where you have served as a paid or non-paid officer or director.

Name of Employer	Address	Title/Job	Employment Dates	Reasons for Leaving

2. Do you now hold, or have you ever held, a professional license relating to the business of insurance, including but not limited to, being a producer, agent, broker, solicitor, adjuster, or third party administrator?  Yes  No  
If yes, provide the following information about your active or prior insurance professional license(s) (attach additional pages as needed):

Type of License	Date of Issue	State	Status of License
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3. Have you ever had a consumer complaint, administrative, civil or other legal proceeding (include pending actions) filed against you regarding your insurance activities?  Yes  No  
If yes, provide the following (attach additional pages as needed):

Type of Action	Court/Administrative Agency	State	Date of Action	Outcome
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4. If your insurance-related license has ever been suspended, revoked, or administratively sanctioned (include pending actions) as a result of the legal or administrative action described in this section, provide the following information (attach additional pages as needed):

Date of Sanction/Suspension/Revocation	Type of License	Fines Paid	Status of Proceeding
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5. Do you now hold, or have you ever held, any other professional licenses, certifications or designations not issued by a Department of Insurance?  Yes  No  
If yes, provide the following information about your active or prior professional licenses, certifications or designations (attach additional pages as needed):

Issued by	Address	City/State
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Type of License, certification or designation	Date of Issue	Status of license, certification or designation
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6. Have you ever had a customer, client or consumer complaint, administrative or other legal proceeding (include pending actions) filed against you regarding your other professional activities?  Yes  No  
If yes, provide the following (attach additional pages as needed):

Type of Action	Court/Administrative Agency	State	Date of Action	Outcome
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7. If any other professional licenses, certifications or designations have ever been suspended, revoked, or administratively sanctioned as a result of the legal or administrative action described in this section (include pending actions), provide the following information (attach additional pages as needed):

Date of Sanction/Suspension/Revocation	Type of License	Fines Paid	Status of Proceeding
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## **SECTION VI – PRESENT/PROPOSED INSURANCE EMPLOYMENT**

1. Provide complete details about your present employment or business association/relationship with an entity engaged in the business of insurance (attach additional pages as needed):

Name of Employer	Address	City	State	Zip	Telephone
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Name of Insurance Entity	Address	City	State	Zip	Telephone
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Applicant's Direct Supervisor	Address	City	State	Zip	Telephone
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Business Location of Applicant's Employment/Insurance Related Activity	Offices Held or Job Title
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2. Describe in detail the nature, duties and activities of your present employment or business association/relationship with an entity engaged in the business of insurance, including office, position, occupation, trade, vocation, or profession (attach additional pages as needed):

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3. Provide the following information about your proposed employment or business association/relationship with an entity engaged in the business of insurance (attach additional pages as needed):

Name of Employer	Address	City	State	Zip	Telephone
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Name of Insurance Entity	Address	City	State	Zip	Telephone
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Applicant's Direct Supervisor	Address	City	State	Zip	Telephone
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Business Location of Applicant's Employment/Insurance Related Activity	Offices Held or Job Title
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4. Describe in detail the nature, duties and activities of your proposed employment or business association/relationship with each entity identified in your response to item (3) above (attach additional pages as needed):

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5. Explain why your conviction(s) will not affect your fitness or ability to perform any of the above duties or activities (attach additional pages as needed):

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6. List the names and locations of all insurers and entities providing services to insurers for which you have advised, represented or in any manner worked for or provided services to, together with a description of the activities performed for each such entity (attach additional pages as needed).

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7. If not already described in your other responses, provide details of any proposed or current written or oral agreements, contracts or understandings between yourself and any entities engaged in the business of insurance (attach additional pages as needed).

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## **SECTION VII – FINANCIAL INFORMATION**

1. Do you have any judicial or administrative penalties, fines or outstanding (include pending actions)?

Yes       No

If yes, describe in detail (attach additional pages as needed):

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2. Do you have any civil judgments, tax or other liens or penalties outstanding (include pending actions)?

Yes       No

If yes, describe in detail (attach additional pages as needed):

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3. Have you ever been a party, in any capacity, in a civil action, lawsuit, bankruptcy or other proceeding?  
 Yes  No  
If yes, provide details of all civil actions (attach additional pages as needed):

Title of Case	Case Number
<input type="checkbox"/> Federal <input type="checkbox"/> State	
Identification of Court	Date of Action
City/State	

Description of case and your involvement, including outcome:

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4. Have you ever been in a position which required a fidelity bond?  Yes  No  
If yes, and any claims were made on the bond, provide details (attach additional pages as needed):

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5. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked?  
 Yes  No  
If yes, provide details (attach additional pages as needed):

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6. Have you, or any business entity in which you served as an officer, director, trustee, investment committee member, key employee, stockholder or owner become insolvent, placed in bankruptcy, receivership, rehabilitation or liquidation?  Yes  No  
If yes, provide details (attach additional pages as needed):

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7. List any and all entities (corporations, partnerships, sole proprietorships, trusts, etc.) engaged, directly or indirectly, in the business of insurance in which you hold directly or beneficially (or hold in joint tenancy, or in the name of others for you) a stock or other ownership interest. Include any option agreements to purchase or participate in an ownership interest (attach additional pages as needed):

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8. List any and all entities (corporations, partnerships, sole proprietorships, trusts, etc.) engaged, directly or indirectly, in the business of insurance in which your relatives, by blood or marriage, hold directly or beneficially a stock or other ownership interest. Include any option agreements to purchase or participate in an ownership interest (attach additional pages as needed):

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## **SECTION VIII – ATTACHMENTS FOR FELONY CONVICTIONS**

**AN APPLICANT HAVING A FELONY CONVICTION MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS CRIMINAL HISTORY DISCLOSURE FORM.**

1. For each FELONY disclosed in the Form:
  - A certified copy of the indictment, information, complaint, summons or other charging document(s).
  - Any plea agreement if accepted by the court; if not reduced to a separate judgment, the disposition of charges(s) whether by minute entry or order.
  - Any judgment and/or formal statement of conviction and sentence imposed.
  - If furnished to you, any presentencing report or sentencing memorandum.
  - Any documentation establishing the satisfactory completed of the terms of any sentence.
  - A copy of the order of judgment and sentence of the court for the conviction which is the subject of this Form (including certification of performance of all conditions imposed by the court) and/or a copy of the court docket.
  - Any pardon or determination effecting a remission of sentence or restoration of civil or political rights OR any written determination denying an application for a pardon, remission of sentence, or restoration of civil or political rights.

*Note: Copies of documents issued by a court or government agency must be certified by that court or agency. IF, DUE TO AGE OF THE OFFENSE OR OTHERWISE, YOU ARE UNABLE TO OBTAIN CERTIFIED COPIES OF THE REQUIRED RECORDS, YOU MUST SUBMIT WRITTEN DOCUMENTATION TO SUCH EFFECT FROM THE APPROPRIATE COURT OR AGENCY.*

2. A current financial statement indicating your net worth, including all assets held by you or held in the names of others for you, sources of income, and the amount and nature of each secured and unsecured debt or other liability, whether individually or jointly with another.
3. A copy of your current credit report.
4. Copies of any and all current or proposed agreements between you and any entity engaged in the business of insurance.
5. If available, a written job description for each position you currently hold or propose to hold with any entity engaged in the business of insurance prepared by or on behalf of that entity.
6. A letter from an authorized representative of the insurance entity with which you are currently employed or affiliated, or propose to be employed or affiliated, documenting the fact of your current or proposed employment or affiliation with that entity and endorsing issuance of written consent to engage or participate in the business of insurance if and to the extent required by 18 U.S.C. § 1033(e).

You are encouraged to submit the following evidence of rehabilitation for the Commissioner's consideration:

7. Post-conviction community service.
8. Post-conviction charitable activity.
9. Letters of recommendation, addressed to the Commissioner, attesting to your character and reputation. Such statements should indicate the length of time the writers have known you, his/her/its business or social relationships with you, and describe your character traits and reputation in the community. Such statements should also verify that the writers know of your criminal history.

**AN APPLICANT FOR A NON-RESIDENT LICENSE MUST ALSO SUBMIT A § 1033 CONSENT FROM THE APPROPRIATE INSURANCE REGULATORY OFFICIAL OF THE APPLICANT'S RESIDENT LICENSING STATE OR THAT OFFICIAL'S DETERMINATION THAT § 1033 CONSENT IS NOT REQUIRED.**

**SECTION IX – ATTESTATION (TO BE COMPLETED BY ALL APPLICANTS)**

I, \_\_\_\_\_ (name of applicant), swear and affirm that my statements in this Criminal History Disclosure Form, and the documents attached hereto, are true, correct and complete. I understand that my statements will be relied upon by the Insurance Commissioner of the State of Alabama in the execution of his or her duties under the Alabama Insurance Code and, as applicable, 18 U.S.C. § 1033 in making a decision on whether to issue, renew, suspend, or revoke a license and/or to grant written consent for me to engage in the business of insurance. I understand that if I have made any false statement in this Form, or if there are any false statements included in the attachments, my request for issuance or renewal of a license or permit and/or for written consent to engage in the business of insurance may be denied; any insurance-related license(s) or permit(s) that I currently hold, or for which I have applied, will be subject to suspension or revocation; and I may be subject to criminal prosecution. *By signing below, I acknowledge that the Alabama Department of Insurance may conduct an independent investigation to confirm the information in this Form and I expressly consent and authorize any person, business or agency to release any information the Department may request as part of the investigation, including but not limited to, records of my former employment, state and federal tax returns, business records, and banking records.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

labs



# ALABAMA LAW ENFORCEMENT AGENCY

## Sex Offender Registration Unit

### Adult Sex Offender Responsibilities Acknowledgement Full Requirements

The Alabama Sex Offender Registration and Community Notification Act<sup>1</sup> ("Act") places requirements and restrictions on adult sex offenders. This document summarizes the responsibilities of an adult sex offender within Alabama. The provisions of the Act are applicable without regard to when the crime or crimes were committed, or when the duty to register pursuant to the Act arose.

#### Select Registration Cycle (determined by offender's birth month)

<input type="radio"/> January <input type="radio"/> April <input type="radio"/> July <input type="radio"/> October	<input type="text" value="Initial"/>	<input type="radio"/> February <input type="radio"/> May <input type="radio"/> August <input type="radio"/> November	<input type="text" value="Initial"/>	<input type="radio"/> March <input type="radio"/> June <input type="radio"/> September <input type="radio"/> December	<input type="text" value="Initial"/>
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To complete registration, an adult sex offender must acknowledge the following responsibilities:

No.	Initial	Provision
1.		The offender shall register all required registration information listed in §15-20A-7 at least 30 days prior to release or immediately upon notice of release if release is less than 30 days. §15-20A-9
2.		The offender must appear in person within three (3) business days of release from incarceration or within three (3) business days of conviction if the offender is not incarcerated, and register all required registration information with local law enforcement <sup>2</sup> in each county where the offender resides or intends to reside, accepts or intends to accept employment, accepts or intends to accept a volunteer position <sup>3</sup> , and begins or intends to begin school attendance. §15-20A-10
3.		Within three (3) business days of establishing a new residence, accepting employment, accepting a volunteer position or beginning school attendance, the offender must appear in person to register with local law enforcement in each county where the offender establishes a residence, accepts employment, accepts a volunteer position or begins school attendance. §15-20A-10
4.		Within three (3) business days of transferring or terminating <sup>4</sup> any residence, employment or school attendance, the offender must appear in person to notify local law enforcement in each county where the offender is transferring or terminating residence, employment or school attendance. §15-20A-10
5.		Within three (3) business days of any name change, the offender must appear in person to update the information with local law enforcement in each county in which the offender is required to register. No offender may change his or her name unless the change is incident to a change in marital status or necessary to effect the exercise of his or her religion. §§15-20A-10, -36

<sup>1</sup> §§15-20A-1 et seq., Code of Alabama 1975, as amended by Act 2017-414.

<sup>2</sup> Local Law Enforcement – The sheriff of the county and, if the location subject to registration is within the corporate limits of any municipality, the chief of police, or the chief law enforcement officer for a federally recognized Indian tribe, if applicable.

<sup>3</sup> Volunteer Position - Any arrangement where a person works without compensation for any period of time on behalf of a business, school, charity, child care facility, or other organization or entity, provided that a volunteer position does not include any time spent traveling as a necessary incident to performing the uncompensated work.

<sup>4</sup> The phrase "transferred or terminated" a residence is when an offender vacates his or her residence or fails to spend three (3) or more consecutive days at his or her residence without previously notifying local law enforcement or completing a travel notification document.

## ALABAMA LAW ENFORCEMENT AGENCY

### Sex Offender Registration Unit

No.	Initial	Provision
6.		Within three (3) business days of changing any required registration information, including transferring or terminating a residence, the offender must appear in person and update the required registration information with local law enforcement in each county in which the offender resides. However, any changes in telephone numbers, email addresses, instant message addresses, or other on-line identifiers or internet service providers may be reported to local law enforcement in person, electronically, or telephonically as required by the local law enforcement agency. §15-20A-10
7.		The offender has seven (7) days from release to comply with the residency restrictions listed in Section 15-20A-11(a). §15-20A-10
8.		The offender shall not establish a residence or maintain a residence after release or conviction within 2,000 <sup>5</sup> feet of the property of any school, child care facility or resident camp facility. §15-20A-11
9.		The offender shall not establish a residence or maintain a residence after release or conviction within 2,000 feet of the property on which any of his or her former victim/s or an immediate family member of the victim/s reside. §15-20A-11
10.		The offender shall not reside or conduct an overnight visit <sup>6</sup> with a person under the age of 18 years, except as elsewhere provided by law in Section 15-20A-11. §15-20A-11
11.		An offender who no longer has a fixed residence <sup>7</sup> is considered homeless and must appear in person within three (3) business days and report the change in his or her fixed residence to local law enforcement where he or she is registered. §15-20A-12
12.		In addition to complying with the registration and verification requirements in Section 15-20A-10 (listed above), a homeless sex offender who lacks a fixed residence, or who does not provide an address at a fixed residence at the time of release or registration, must report in person once every seven (7) days to the law enforcement agency where he or she resides. If the offender resides within the city limits of a municipality, the offender must report to the chief of police. If the offender resides outside the city limits of a municipality, the offender must report to the sheriff of the county. §15-20A-12
13.		If a homeless sex offender obtains a fixed residence in compliance with Section 15-20A-11, within three (3) business days, the offender must appear in person to update his or her residence information with local law enforcement in each county of residence. §15-20A-10, -12
14.		The offender shall not accept or maintain employment or a volunteer position at any school, childcare facility, mobile vending business that provides services primarily to children, or any other business or organization that provides services primarily to children, or any amusement or water park. §15-20A-13
15.		The offender shall not accept or maintain employment or a volunteer position within 2,000 feet of the property on which a school or childcare facility is located unless otherwise exempted pursuant to Sections 15-20A-24 and 15-20A-25. §15-20A-13
16.		An offender convicted of an offense involving a child shall not accept or maintain employment or a volunteer position within 500 feet of a playground, park, athletic field or facility, or any other business or facility having a principal purpose of caring for, educating, or entertaining minors. §15-20A-13
17.		The offender must appear in person to verify all required registration information with local law enforcement in each county where the offender resides during the offender's birth month and every three (3) months thereafter for the duration of the offender's life. §15-20A-10

<sup>5</sup> 2000 foot measurement - Measurements are calculated by measuring from property line to property line, in a straight line.

<sup>6</sup> Overnight Visit – any presence between the hours of 10:30 pm and 6:00 am.

<sup>7</sup> Fixed Residence – a building or structure, having a physical address or street number, that provides shelter in which a person resides.

## ALABAMA LAW ENFORCEMENT AGENCY

### Sex Offender Registration Unit

No.	Initial	Provision
18.		Within three (3) business days before an offender temporarily leaves his or her county of residence for a period of three (3) or more consecutive days, the offender must report in person to the sheriff in each county of residence and complete and sign a travel notification document. §15-20A-15
19.		An offender who intends to travel outside the United States must report in person to the sheriff in each county of residence and complete a travel notification document at least twenty-one (21) days prior to travel. If the travel outside of the United States is for a family or personal medical emergency or death in the family, the offender must report in person to the sheriff within three (3) days prior to travel. §15-20A-15
20.		Upon returning to the county of residence after travel, the offender must report to the sheriff in each county of residence within three (3) business days. §15-20A-15
21.		The offender shall not contact, directly or indirectly, in person or through others, by phone, mail, or electronic means, any former victim unless otherwise exempted pursuant to Section 15-20A-16. §15-20A-16
22.		The offender shall not knowingly come within 100 feet of any of his or her former victims unless otherwise exempted pursuant to Section 15-20A-16. §15-20A-16
23.		No offender shall make any harassing communication, directly or indirectly, in person or through others, by phone, mail or electronic means to the victim or any immediate family member of the victim. §15-20A-16
24.		An offender convicted of a sex offense involving a person under the age of 18, shall not loiter on or within 500 feet of the property line of any property on which there is a school, childcare facility, playground, park, athletic field or facility, school bus stop, college or university, or any other business or facility having a principal purpose of caring for, educating, or entertaining minors. §15-20A-17
25.		An offender convicted of a sex offense involving a person under the age of 18 shall not enter onto the property of a K-12 school while school is in session or attend any K-12 school activity unless the offender has previously notified the principal of the school, or his or her designee, and meets all the requirements of Section 15-20A-17(b). §15-20A-17
26.		The offender shall obtain and have in his or her possession at all times a valid driver license or identification card issued by the Alabama Law Enforcement Agency. This driver license or identification card shall bear a designation that enables law enforcement officers to identify the licensee as a sex offender. The offender shall obtain this within fourteen (14) days of his or her initial registration following release, initial registration upon entering this state to become a resident, or immediately following his or her next registration after July 1, 2011. §15-20A-18
27.		Whenever the offender obtains such driver license or identification card, the offender shall relinquish to the Alabama Law Enforcement Agency any other driver license or identification card previously issued to him or her by a state motor vehicle agency which does not bear a designation that enables law enforcement officers to identify the licensee as a sex offender. §15-20A-18
28.		The offender shall not mutilate, mar, change, reproduce, alter, deface, disfigure, or otherwise change the form of any driver license or identification card issued to him or her by the Alabama Law Enforcement Agency which bears any designation that enables law enforcement officers to identify the licensee as a sex offender. §15-20A-18
29.		All out-of-state offenders must appear in person within three (3) business days of entering this state to establish a residence, accept employment, accept a volunteer position or begin school attendance, and register all required registration information with local law enforcement in each county of residence, employment, volunteering or school attendance. §15-20A-14



# ALABAMA LAW ENFORCEMENT AGENCY

## Sex Offender Registration Unit

No.	Initial	Provision
30.		An out-of-state offender must provide each registering agency with a certified copy of his or her sex offense conviction within thirty (30) days of initial registration. §15-20A-14
31.		The offender shall pay a registration fee of \$10 to each registering agency where the offender resides beginning with the first quarterly registration on or after July 1, 2011 and at each quarterly registration thereafter. §15-20A-22
32.		Each time the offender terminates his or her residence and establishes a new residence, he or she shall pay a registration fee of \$10 to each registering agency where the offender establishes a new residence. §15-20A-22
33.		Any offender who knowingly violates the Act shall be guilty of a Class C felony. §§15-20A-1 et seq.
34.		Any offender convicted of violating the Act shall be subject to a \$250 fine. §§15-20A-1 et seq.

By signing below, I acknowledge that I have read the above information and responsibilities and that I am aware of all that is required of me under the Alabama Sex Offender Registration and Community Notification Act. If I fail to comply with any provision of the Act, I understand that I may be charged with a Class C felony in Alabama. Additionally, I have been advised and understand that under the Act and Federal law, I must register as a sex offender. I understand that I must register and keep my registration current in each jurisdiction in which I reside, in each jurisdiction where I am employed, in each jurisdiction where I volunteer and in each jurisdiction where I am a student. I have been advised and understand that failure to comply with these obligations subjects me to prosecution for failure to register or update my registration under Federal law, 18 U.S.C. 2250, punishable by up to 10 years of imprisonment.

### Offender

\_\_\_\_\_  
Registering Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Officer's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Game Day Athletic Surfaces
Print Name	James Mathews
Address	1509 U.S. Hwy 11
City, State, Zip	Trussville, Al 35173
Authorized signature	<i>James Mathews</i>
Date	11-19-2020

# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/19/2020

## Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Game Day Athletic Surfaces
Address	1509 U.S. Hwy 11
City/State/Zip	Trussville, Al 35173
Telephone No.	205-542-7588
Fax No.	N/A
Email address	james@gamedayathleticsurfaces.com
Printed name	James Mathews
Position with company	President
Authorized signature	<i>James Mathews</i>

## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) 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.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) 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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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.

(E) 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.

(F) 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.

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

(H) 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror 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.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.



# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

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

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>



## **General Safety/Environmental Plan**

### **General Safety and Health Program**

It is our goal to eliminate occupational injuries and illnesses and to provide a safe and healthy workplace for all employees. The priority of workplace safety and health is of such importance that it is placed above operating efficiency and productivity whenever necessary.

To attain this goal, a job safety and health program has been adopted to provide information, training, and precautions concerning safe and healthy work practices applicable to the workplace in general, and to the more unique requirements of each job. The program also includes systems for investigating work-related injuries and illnesses, identifying and evaluating workplace hazards, and correcting unsafe work conditions.

To be successful, the program requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his or her co-worker. It is the obligation of every employee to comply with the requirements of the safety and health program at all times.

Employees who fail to adhere to job safety and health standards are subject to disciplinary action, including, but not limited to verbal reprimands, written warnings, suspension, and/or immediate discharge. The degree of discipline in any instance is at the sole discretion of management. Nothing in our job safety and health program, however, changes any other lawful employment policy or practice including the right of any employee or the employer to terminate employment at any time.

All plans will adhere to OSHA Compliance

## **Drug-Free Workplace Testing and Prohibition**

While on Game Day premises and while conducting business-related activities off Game Day premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. This policy prohibits the illegal use of drugs off duty as well, and employees may be subject to random, reasonable suspicion, and post-accident drug and alcohol testing. Adherence to this policy is a condition of employment. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

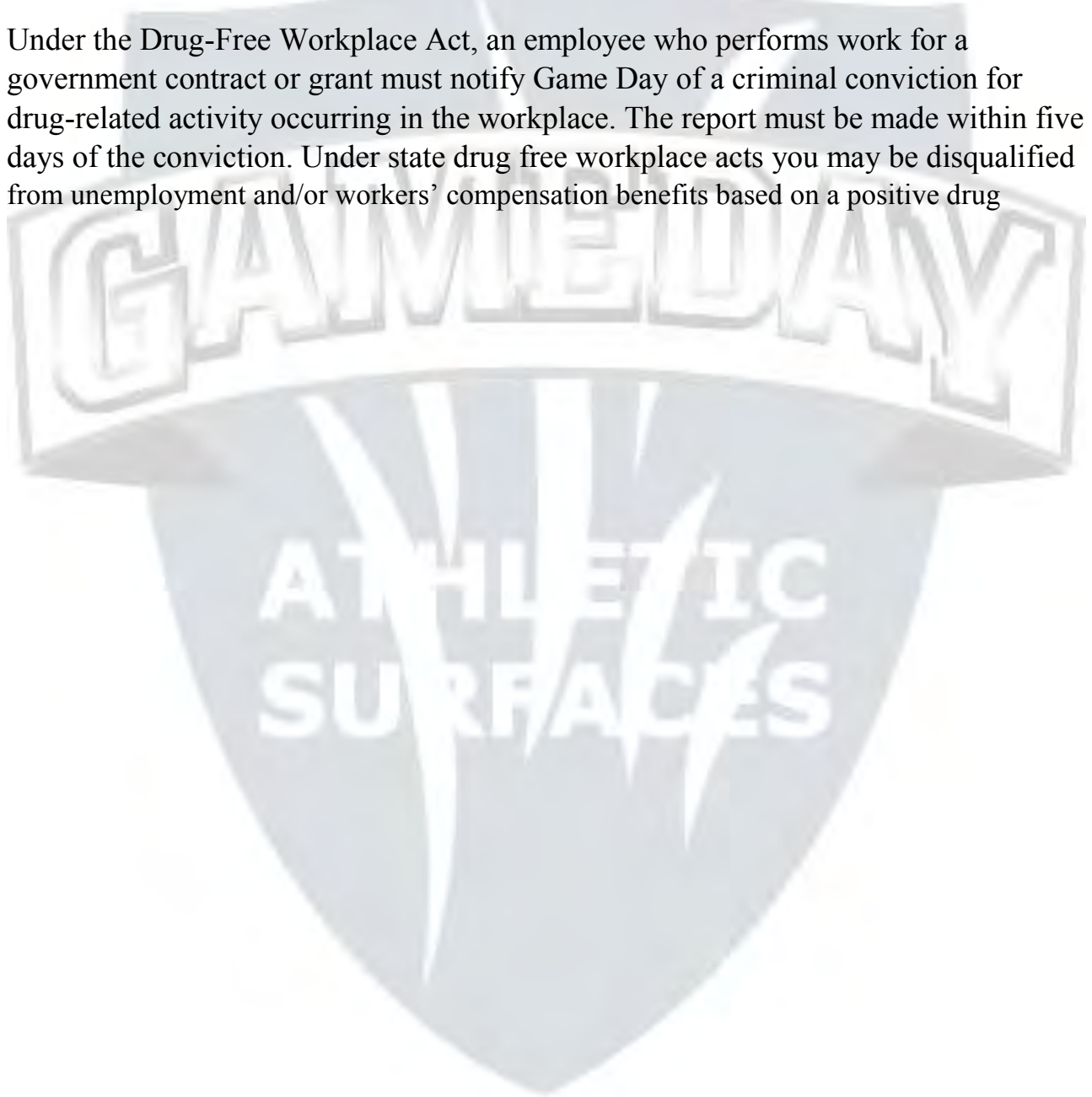
If your doctor prescribes medication for you, it is your responsibility to ensure that your ability to safely work due to the effects of prescribed medication, you are required to provide a doctor's statement to your supervisor before commencing work.

Any medical issues work safely will not be affected by taking the medication. If you are in doubt, please discuss this with your physician. If you are unable to be discussed will be kept confidential. It is Game Day's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Game Day has instituted a detailed Alabama Drug-Free Workplace Program.

A positive drug or alcohol test, or refusal to be tested is a violation of this policy and may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Employees with drug or alcohol problems that not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation nor treatment program through Game Day's health insurance benefit coverage or Employee Assistance Program if it is available.

Leave may be granted at the sole discretion of Game Day if the employee agrees to abstain from use of the problem substance; abides by all Game Day policies, rules, and prohibitions relating to conduct in the workplace; executes a last chance agreement; and if granting the leave will not cause Game Day any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Game Day of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction. Under state drug free workplace acts you may be disqualified from unemployment and/or workers' compensation benefits based on a positive drug





## Environmental Policy Plan

Game Day Athletic Surfaces will conduct its business in an environmentally responsible manner. We shall endeavor to employ relevant practices that reduce our environmental footprint while promoting an environmentally responsible culture with employees and on-site contractors.

We are committed to the prevention of pollution and the protection of our natural resources through, but not limited to, compliance with applicable environmental legislation and regulations, waste reduction and other established programs in which we participate.

We will strive for continual improvement of our business processes, products and activities. Environmental objectives are established and monitored using targets that measure our progress toward minimizing potential significant environmental impacts.



## **Quality Assurance/Quality Control Plan**

Game Day Athletic surfaces is dedicated to providing the highest quality athletic fields. All field technicians are carefully trained. Training includes instruction, as well as hands-on supervised exercises.

While the turf industry has not had any quality control system until recently, Game Day Athletic Surfaces has developed and utilized an in-house quality control program since its formation in 2015. The program involves onsite program managers that meet daily comparing the work being done to the contract details and drawings.

A prepared report is made daily to detail all project related scopes of work and submitted to the Chief Operating Officer. If any adjustments are required or approved the changes are directed by the COO to the project managers. The daily report are saved to each job file for reference as well as further training. At the end of the project a final narrative report will be compiled and placed in file for reference.



## **Subcontracting Plan**

Game Day Athletic surfaces is dedicated to providing the highest quality athletic fields. While our team self performs all most every aspect of our construction projects pertaining to athletic fields there are at times where it's beneficial to use subcontractors. Each Subcontractor will be required to meet the standards of NCPA's agreement with Game Day and the owner in which we all support.

We pride ourselves in there being no difference in the quality of subcontractor chosen and the staff who perform our work for the customer. Therefore any subcontractor will be carefully interviewed and participate in a classroom setting and an on site walk through, training, and instructed on the protocol of the field and construction related elements of the project.

### **Subcontractor Job Site Introduction:**

Our Chief Operating Officer will review the overall project and schedules. The Superintendent for Safety will conduct site specific and if needed classroom instructional sessions for job safety. Our Superintendent over Equipment will demonstrate and instruct an onsite and if needed classroom setting review of the proper methods of each machine. In addition our Program Manager will daily review the scopes of work for each day and review the previous day's reports to update or cover any changes to the overall project.

While the turf industry has not had any quality control system until recently, Game Day Athletic Surfaces has developed and utilized an in-house quality control program since its formation in 2015. The program involves onsite program managers that meet daily comparing the work being done to the contract details and drawings.

A prepared report is made daily to detail all project related scopes of work and submitted to the Chief Operating Officer. If any adjustments are required or approved the changes are directed by the COO to the project managers. The daily report are saved to each job file for reference as well as further training. At the end

of the project a final narrative report will be compiled and placed in file for reference.

**Attracting, Utilizing, and Mentoring Small and Disadvantage Business:**

As a small business Game Day understands that a specialized company has the potential to offer a unique and many times a more efficient process than larger and more bureaucratic companies. Therefore, we look to recruit and form relationship with small companies from specialized trades to include but not limited to shipping, concrete, framing, hvac, electrical, plumbing, material suppliers, and drillers among many other trades that affect our finished field project. We identify these companies in the market place by seeking out the best source of local products and materials from the communities we build fields for. Many times we start our research through our network of coaches, community leaders, school administrators, local and state chambers of commerce, etc...

Once we have worked with some of these companies and they have performed well and met the standard of our company and the customer we enter into a continual relationship by requesting pricing on future projects and hopefully growing our geographic network.

A large, semi-transparent watermark logo for 'ATHLETIC SURFACES' is centered on the page. The logo features a shield shape with a lightning bolt striking down the center. The words 'ATHLETIC' and 'SURFACES' are written in a bold, sans-serif font across the shield.

ATHLETIC  
SURFACES



## Subcontractor Daily Log

<b>Subcontractor:</b> _____	<b>Date:</b> _____
<b>Job Name:</b> _____	
<b>No. Men on Job:</b> _____	
<b>Foreman:</b> _____	
<b>Journeyman:</b> _____	
<b>Apprentice:</b> _____	
<b>Laborers:</b> _____	
<b>Total Hours:</b> _____	
<b>Deliveries Received:</b> _____	
<b>Reports of Unsafe Conditions:</b> _____	
<b>Injury Report:</b> _____	
<b>Delivery Needed:</b> _____	
<b>Problems/Instructions:</b> _____	
<b>REPORTS ARE DUE TO THE SUPERINTENDENT BY COB OF CURRENT SHIFT</b>	
<b>Signature of Company Representative:</b> _____	
<b>Printed Name:</b> _____	



# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

## GENERAL COMPANY INFORMATION:

Legal Company Name:		
Street Address:		Mailing Address:
City, State, Zip:		City, State, Zip:
Main Office Phone:		Main Office Fax:
Contractor Registration No:		State Tax No. (UBI):
D/B/A:		Parent Company:
Company Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC		
Officers / Partners / Principals:		Signature Authority:
NAME:	TITLE:	Contracts      Change Orders
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Origination:	Other/Former Names:	
M/W/D/B/E Certifications:	Certifying Agency (s):	
Key Contact:	Email:	
Phone:	Fax:	
Emergency Contact:	Email:	
Home Phone:	Cell:	

## TRADE INFORMATION:

Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Scopes Bid:	CSI / Div:	<input type="checkbox"/> Self-Performed <input type="checkbox"/> Subcontracted
Union Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Union:	Local No.	Agreement Expires:
Union:	Local No.	Agreement Expires:
Union:	Local No.	Agreement Expires:

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)



## BONDING / SURETY INFORMATION:

Surety Name:	
Bonding Agent Company / Contact Name:	
Mailing Address:	
City, State, Zip:	
Phone No:	Fax No:
Bonding Capacity Per Job:	Bonding Capacity Aggregate:
Bond Premium Rate:	Date of Last Bond Issued:

## INSURANCE INFORMATION:

Please indicate your current policy limits for each for the following coverage's:

Description	Amount	Amount	Amount
General Liability			
General Aggregate			
Each Occurrence			
Products - Completed Ops			
Personal & Advertising Injury			
Automobile Liability (Any Auto)			
Washington Stop Gap (EL Liability)			
Excess Liability (Umbrella)			
Contractors Pollution Liability			
Professional Liability			
Does your policy's general aggregate limit apply separately to each project?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are defense costs excluded from the general aggregate limit?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Please indicate your General Liability Policy form:			<input type="checkbox"/> Claims Made or <input type="checkbox"/> Occurrence
Does your current General, Excess and Auto Liability policies allow endorsement to name Lydig and the project Owner as additionally insured, stipulating the insurance afforded the additional insured's shall apply as <b>Primary</b> to any other insurance carried by them?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>and Non-Contributory</b> to any insurance carried by them?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you able to provide a Waiver of Subrogation endorsement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your policy limit additional insured coverage to "ongoing operations"?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Please indicate your firm's primary point of contact for insurance related issues

Name:	Title:
Phone:	Fax:

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)



Email:





# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

Please provide the contact information for your Insurance Agent / Broker

Name:	Title:
Phone:	Fax:
Email:	

**IMPORTANT** Please attach a SAMPLE Certificate of Insurance to evidence coverage stated together with a SAMPLE of the Additional Insured Endorsement stipulating primary coverage used by your carrier.

## SAFETY INFORMATION:

Washington State Labor & Industries Workers' Compensation Experience Modification Rate (EMR) for the three most recent years:

Jan 1, 20	Rate:	Jan 1, 20	Rate:	Jan 1, 20	Rate:
In the last three (3) calendar years:			20	20	20
How many man-hours did your employees work?					
How many recordable accidents did your firm have?					
How many restricted (light duty) workday <u>cases</u> did your firm have?					
How many lost day <u>cases</u> did your firm have?					
- Total number days away from work for lost day <u>cases</u>					
What was your firm's incident rate for recordable <u>accidents</u> ? (OSHA recordable accidents x 200,000 / man-hours worked)					
What was your firm's incident rate for time loss <u>claims</u> ? (Lost workday incidents x 200,000 / man-hours worked)					

Average No. of Employees:	Have you been cited by OSHA / WISHA in the last 5 years:
Does your company have a written Safety Program? (Must be available for review upon request)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company have a return to work / light duty program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company have a written substance abuse / testing policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company review the safety management systems of your tier-subcontractors?	Yes No
Safety Program Managers Name or Contact Person:	
Title:	Cell Phone:
Pager:	Office Phone:

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

## FINANCIAL INFORMATION:

State your firm's projected total revenue for current year and actual total revenue for each of the previous three years.

20	\$	20	\$	20	\$
Has your company or any of its owners, officers or major shareholders ever petitioned for bankruptcy, been terminated on a contract or failed to complete work awarded it?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, explain:					
Is your company or any of its owners, officers or major shareholders currently involved in any arbitration or litigation or have any outstanding judgments or claims against it?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, explain:					

List Owner and/or General Contractor references, including contact name whom we may call.

OWNER / GENERAL CONTRACTOR REFERENCES			
Owner / General Contractor	Contact Name	Phone	Email
TRADE REFERENCES			
Major Supplier / Tier Sub	Contact Name	Phone	Email

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

List current, ongoing projects with approximate contract amount and anticipated completion date or attach separate list. (Attach a separate sheet as needed)

WORK IN PROGRESS SCHEDULE			
Project	Contract Amount	Projected Completion	General Contractor

Please list projects undertaken in the last three years. (Attach a separate sheet as needed)

COMPLETED WORK SCHEDULE			
Project	Contract Amount	Projected Completion	General Contractor

**PLEASE ATTACH YOUR LAST 2 YEARS' AUDITED, COMPILED OR REVIEWED FINANCIAL STATEMENTS TO THE END OF THIS FORM.**

<p><b>IMPORTANT</b></p> <p>While review of Subcontractor financial information is an important and necessary part of the qualification process, Game Day does recognize the proprietary and confidential nature of these documents. Please be assured this information will be handled with the utmost respect to your firm's privacy. Please feel free to contact James Mathews at <a href="mailto:James@gamedayathelticsurfaces.com">James@gamedayathelticsurfaces.com</a> if you have any questions</p>
--

The following signature is from an authorized representative of the company and attests to the accuracy of the information provided above.

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

# SUBCONTRACTOR QUALIFICATION

(Completion of this Qualification Form is Required of ALL Subcontractors)

## SUBCONTRACTOR/SUPPLIER/VENDOR SMALL BUSINESS CERTIFICATION

Legal Company Name:	
Street Address:	Date:
City, State, Zip:	Main Office Phone:
Primary Contact Person:	Main Office Fax:
E-Mail Address:	Signature:
DUNS Number:	Federal Tax ID Number:

**Is the company qualified:** Your business may qualify for more than one description below. Please check **all** that apply to your business. For further information and clarification please visit <http://www.sba.gov/size>

<input type="checkbox"/>	<b>Small Business</b> Based on dollar amount by trade. See NAICS Codes Compared to CSI Code Sheet to confirm.
<input type="checkbox"/>	<b>Small Disadvantaged Business (SDB)</b> <i>Subcontractors who are small-disadvantaged business concerns, including ANC's and Indian tribes. Socially Disadvantaged Individuals who have been subject to racial or ethnic prejudice or cultural bias within Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans (American Indians, Eskimos, Aleuts, or American society because of their identification as members of certain groups. African Americans, Hispanic Americans, Native Hawaiians). Economically Disadvantaged Individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged (SBA determines on case-by-case basis).</i>
<input type="checkbox"/>	<b>Women-Owned Small Business (WOSB)</b> Small business subcontractors 51% owned by women.
<input type="checkbox"/>	<b>Veteran-Owned Small Business (VOSB)</b> Small business subcontractors 51% owned by veterans.
<input type="checkbox"/>	<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b> Small business subcontractors 51% owned by service-disabled veterans.
<input type="checkbox"/>	<b>Small Business Administration HUBZone Certified - Certification Number required</b> <i>Subcontractors who are HUBZone (Historically Underutilized Business Zone) small business concerns located in economically distressed communities in order to increase employment opportunities, stimulate capital investments in those areas, and empower communities through economic leveraging - HUBZone area are determined by various census data. Must be a SB, principal office must be located within HUBZone, owned and controlled by one or more U.S. citizen and at least 35% of its employees must reside in a HUBZone - <b>Must be certified by SBA.</b></i>
<input type="checkbox"/>	<b>8(a) Certified Certification Number - required proof of SBA Certification</b> <i>SBA's 8(a) Business Development Program offers a broad scope of assistance to socially and economically disadvantaged firms; it was created to help eligible small disadvantaged businesses become independently competitive in the federal procurement market. A firm must be 51% owned and controlled by a socially and economically disadvantaged individual(s) to be eligible for the 8(a) Program, be a qualified SDB, be in business for at least 2 years and <b>must be certified by SBA.</b></i>
<input type="checkbox"/>	<b>Alaska Native Corporation or Indian Tribe</b>
<input type="checkbox"/>	<b>Other Small Business Affiliations:</b>
<input type="checkbox"/>	<b>Large Business</b>

# STATE LICENSING BOARD FOR GENERAL CONTRACTORS

2525 FAIRLANE DR. (EXECUTIVE PARK) MONTGOMERY, AL 36116  
(WEBSITE: [WWW.GENCONBD.ALABAMA.GOV](http://WWW.GENCONBD.ALABAMA.GOV))

## 2020 LICENSE RENEWAL EXTENSION

THIS IS TO CERTIFY THAT

**GAME DAY ATHLETIC SURFACES, INC.**

**TRUSSVILLE, AL 35173**

**LICENSE # 53040**

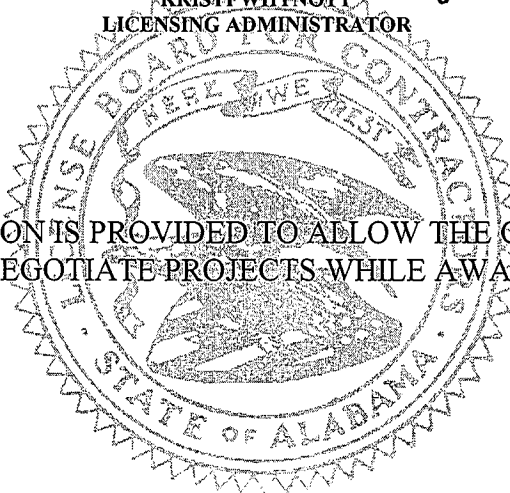
**IS GRANTED AN EXTENSION OF THEIR 2019 LICENSE**

**THIS EXTENSION AND YOUR LICENSE WILL EXPIRE ON NOVEMBER 30, 2020**  
(ATTACH TO 2019 LICENSE CERTIFICATE)



KRISTI WHYNOTT  
LICENSING ADMINISTRATOR

NOTE: THIS VERIFICATION IS PROVIDED TO ALLOW THE CONTRACTOR TO PULL PERMITS, BID AND/OR NEGOTIATE PROJECTS WHILE AWAITING THE RENEWAL OF THEIR LICENSE.



STATE OF ALABAMA

BID LIMIT E

AMOUNT: 3,000,000.00



LICENSE NO. 53040

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

**GAME DAY ATHLETIC SURFACES, INC.**

**PINSON, AL 35126**

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

**SC: ATHLETIC FIELDS**

until **August 31, 2020** when this Certificate expires.

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

**155863**

27th day of August, 2019

Handwritten signature of Marc H. Osmy in black ink.

SECRETARY TREASURER

Handwritten signature of Alex Whaley in black ink.

CHAIRMAN



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Game Day Athletic Surfaces (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1224609

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1224609

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV SERVICE PROVISIONS**

##### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

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**Approved by:**

<b>Employer</b> Game Day Athletic Surfaces	
Name (Please Type or Print) James Mathews	Title
Signature Electronically Signed	Date 08/24/2017
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/24/2017

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## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Game Day Athletic Surfaces
Company Facility Address	5703 Shadow Lake Drive Pinson, AL 35126
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	473532215
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALABAMA

1 site(s)

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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Diann Johnson  
Phone Number (205) 612 - 2506  
Fax Number  
Email Address diann@gamedayathleticsurfaces.com

Name James Mathews  
Phone Number (205) 542 - 7588  
Fax Number  
Email Address james@gamedayathleticsurfaces.com

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