

TIPS VENDOR AGREEMENT

Between Symmetry Turf Installations, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RCSP 170205 Synthetic or Natural Sports Fields, Courts or Tracks (JOC)

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

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 Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS
Payment can only be made to the awarded Vendor or vendor assigned dealer

Disclosures

1. Vendor 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 Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor 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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order

Cancellation for non-performance or Agreement deficiency

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- 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 Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number" Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor'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 Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to 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 8 ESC or TIPS.

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 fully 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.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

TIPS Vendor Agreement Signature Form

RCSP 170205 Synthetic or Natural Sports Fields, Courts or Tracks (JOC)

Company Name Symmetry Turf Installations, LLC

Address 312 W Alabama Street, Suite 101

City Mt Pleasant State TX Zip 75455

Phone 903-572-6972 Fax 800-903-6132

Email of Authorized Representative jason bell@symmetryturf.com

Name of Authorized Representative Jason Bell

Title President

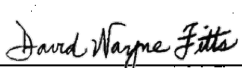
Signature of Authorized Representative 

Date 3/9/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	170205 Addendum 1	Floor/Room		Floor/Room
Title	Synthetic or Natural Sports Fields, Courts or Tracks (JOC)	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/2/2017 08:01 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/17/2017 03:00:00 PM (CT)			

Supplier Information

Company	Symmetry Turf Sports Field Construction (Symmetry Turf Installations, LLC)
Address	509 West First Street PO Box 121 Mount Pleasant, TX 75456
Contact	JanaLynn Huddleston
Department	
Building	
Floor/Room	
Telephone	(903) 285-2218
Fax	(800) 903-6132
Email	jana.huddleston@symmetryturf.com
Submitted	3/13/2017 10:34:54 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tricia Foster

Email tricia.foster@symmetryturf.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR, LA, OR, TX
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Nationwide Contractor specializing in Sports Field Construction including tracks, base/drainage, artificial turf installation, natural field construction.
6	Primary Contact Name	Primary Contact Name	Jason Bell
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	jason.bell@symmetryturf.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	903-572-6972
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-903-6132
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-529-7510
12	Secondary Contact Name	Secondary Contact Name	Kelly Clark
13	Secondary Contact Title	Secondary Contact Title	Director of Sales and Marketing
14	Secondary Contact Email	Secondary Contact Email	kelly.clark@symmetryturf.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	903-285-6049
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-903-6132
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-930-6416
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	JanaLynn Huddleston
19	Admin Fee Contact Email	Admin Fee Contact Email	jana.huddleston@symmetryturf.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	903-285-2218

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	JanaLynn Huddleston
22	Purchase Order Contact Email	Purchase Order Contact Email	jana.huddleston@symmetryturf.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	903-285-2218
24	Company Website	Company Website (Format - www.company.com)	www.symmetryturf.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	27-2251856
26	Primary Address	Primary Address	509 West 1st Street
27	Primary Address City	Primary Address City	Mt. Pleasant
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75455
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Base, turf, track, sports field construction, artificial turf, sports field, football, baseball, soccer, lacrosse, rugby, stadium, lighting, grass, construction, symmetry turf, symmetry, certified, dedicated
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Mt. Pleasant
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	7
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	3 months
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	Other Software
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	Excel

- 43 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) that:
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
 - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
 - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 45 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No

46 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

You may find the Blank Certification Regarding Lobbying form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CRL.pdf>

Do you certify the three (3) certification of lobbying statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

47 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

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

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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;

(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.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 51 Suspension or Debarment Certification 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 governmentwide 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. Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 52 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 53 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 54 2 CFR PART 200 (A) Contracts Yes
- 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. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 55 2 CFR PART 200 (B) Termination Yes
- 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)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

56	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>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 governmentwide 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.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

59	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
60	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

61 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

62 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

63 Remedies Explanation of No Answer

64	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
65	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Alternative Dispute Resolution Explanation of No Answer		
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

73 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

74 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

76 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 77 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Corsicana ISD	Dr. Diane Frost	dfrost@cisd.org	903-874-7441
Texas A&M- Texarkana	Michael Galvan	mgalvan@tamut.edu	575-318-3914
Tyler ISD	Tim Loper	tim.loper@tylerisd.org	903-520-9986
Har-Ber High School	Jim Reed		479-871-2807
Pulaski Academy	Dan Harpool	Dan.Harpool@complete.com	501-804-8915
Llano ISD	Casey Callahan	casey.callahan@esc15.net	325-481-4010
Baltimore Ravens	Stephen Bisciotti		240-876-1544

Company Profile

Please provide the following:

1. Company's official registered name.
Symmetry Turf Installations, LLC
2. Brief history of your company, including the year it was established.
Nationwide Contractor specializing in Sports Field Construction including tracks, base/drainage, artificial turf installation, natural field construction. Established in March 22, 2010.
3. Corporate office location.
312 W. Alabama, Suite 101, Mt. Pleasant, Texas 75455
4. List the total number of sales persons employed by your organization within the United States, broken down by market.
We currently have four salesmen: Territory Managers Andy Evans, Chaney Floyd, Larry Sherman and Wayne Poage.
5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Texas –
JanaLynn Huddleston
jana.huddleston@symmetryturf.com
903-285-2218
312 West Alabama, Suite 101
Mt. Pleasant, TX 75455

Louisiana –
Incorp Services, Inc.
1-800-246-2677
3867 Plaza Tower Dr, 1st Floor
Baton Rouge, LA 70816

Arkansas –
Incorp Services, Inc.
1-800-246-2677
455 W Maurice St
Hot Springs, AR 71901-6050

Oregon –
Vicente Flores
Vicente.flores@symmetryturf.com
(503)939-3183
7169 SW 161 St Terrace
Beaverton, OR 97007

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - A. Sales Kelly Clark (214)930-6416
 - B. Sales Support Kelly Clark (214)930-6416
 - C. Marketing Kelly Clark (214)930-6416
 - D. Financial Reporting Jana Huddleston (903)285-2218
 - E. Executive Support Jason Bell (214)529-7510 (See attachment)

7. Define your standard terms of payment.
Net 30

8. Overall annual sales for the last three (3) years.
2014, 2015, 2016 = \$28,000,000.00

9. What differentiates your company from competitors?

We at Symmetry Turf are a full service construction company. We do our own base work, turf installation, track work and we do not sub this out. Our position is always to try to fulfil our customers' needs by offering an array of products and potential solutions, serving them faster and better than our competitors. With our continued status as a family-owned company, we are committed to quality, dedication, teamwork, accountability as well as developing and nurturing relationships; whilst maximizing the scope and opportunities of national corporate and individual business. We have every confidence that our vision and our strategies will continue to be strengthened, these are the main characteristics which make the differences between Symmetry Turf and other companies.

Marketing/Sales

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

(See attached) "Marketing Sales"

a. A co-branded press release within first 30 days

Symmetry Turf will team up with TIPS and send out a press release via: email, social media, website and seminars. Our 3rd Annual Sports Turf seminar will be held in 2017 at a location and date to be announced.

b. Announcement of award through any applicable social media sites

We will announce that Symmetry Turf has been accepted to be a TIPS vendor through Facebook and our company website.

c. Direct mail campaigns

We will be actively working to increase our internet exposure via Twitter and Facebook. We will begin an email marketing campaign to increase awareness of our company and affiliation with TIPS.

d. Co-branded collateral pieces

Symmetry Turf will request co-branded pamphlets and flyers from TIPS to hand out to possible clients.

e. Advertisement of contract in regional or national publications

We will advertise in Texas, Louisiana, Arkansas and Oregon. We are currently working on acquiring licenses in California, Nevada, Alabama and Mississippi. We will advertise in these states once we have a license.

f. Participation in trade shows.

Symmetry Turf attends multiple trade shows annually. We will include TIPS logos on our marketing material at these events.

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

Together, our goal is to explore, capitalize, and enrich our company by using the TIPS powerful trademark. Symmetry Turf will actively promote TIPS through seminars and tradeshow throughout the year, emphasizing the benefits of using TIPS to clients and associates. We plan to attend training provided by TIPS so that we may further have the knowledge needed to highlight the value of using TIPS over other purchasing cooperatives.

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

Symmetry Turf will actively promote TIPS by continually informing the public of TIPS expertise in business through seminars and tradeshow, such our 3rd Annual Sports Turf 101 seminar to be held in June 2017. We will use our website, social media, and email to extend our reach to our current and future clients.

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$__6,000,000.00__ in year one

\$__7,000,000.00__ in year two

\$__15,000,000.00__ in year three

Jason W. Bell
509 West First Street, Suite 101
Mt. Pleasant, Texas 75455
jason.bell@symmetryturf.com
(903) 572-6972

EDUCATION

University of North Texas - Denton, Texas 2001 – 2004
Bachelor of Business Administration / Major - Real Estate

PROFESSIONAL EXPERIENCE

Symmetry Turf Installations, LLC 2010 – Present
Principal/Co-owner

- Manage day to day business activities of synthetic turf installation projects throughout North America from project bid through close-out while maintaining the highest level of quality.

Shaw Sports Turf, A Berkshire Hathaway Company - Irving, Texas 2008 – 2010
Construction Manager

- Managed synthetic turf installation projects throughout the United States and Canada from project award through close-out while maintaining conformance with project specifications, budgets and schedule deadlines.
- Successfully reorganized the operations department by creating and implementing new process's, reporting structure and best practices in an effort to stream line daily functions for improved efficiency.
- Reviewed and evaluated potential project specifications and construction drawings in an effort to compose project bids through industry standard estimating and bidding procedures.
- Reviewed and negotiated contracts with General Contractors for conformance with project scopes and schedules.
- Created and negotiated contracts with subcontractors facilitating base/drainage construction and synthetic turf installation.
- Managed internal/external installation crews and base/drainage contractors including logistics of materials, scheduling of crews, man-hour budgets, hotels, per-diem and all components required in the scope of work.

Venture Development Group – Irving, Texas 2007 – 2008
Director - Development & Construction

- Oversaw the planning and design of new commercial/retail shopping center developments including due diligence, acquisitions, predevelopment, title, site planning, building condition appraisals, governmental approvals, construction and occupancy. Projects consisted of developments ranging from 1 acre to 30 acres.
- Supervised and managed all development and construction managers for the Las Vegas, Phoenix and Dallas offices to successfully execute the development and construction process for more than 20 projects throughout Arizona, Nevada, California and Texas.
- Set up and administered new procedures for the entire development and construction departments including:
 - Creation and implementation of a Microsoft Access based tracker system for project schedules and inter-departmental coordination.
 - Creation of various memorandums and form templates to be used at specific milestones throughout the life of each project to aid in communication and consistency.
 - Evaluation and implementation of several project management software platforms for company wide use.
 - Setup mandatory weekly development conference calls to discuss projects individually between all managers involved including legal counsel.
 - Creation and implementation of full process guidelines from site feasibility through leasing.
- Oversaw and directed the coordination between internal managers and consultants.
- On-site observation of projects under construction and coordination with contractors.
- Worked directly with consultants to plan, create and execute master service agreements to simplify the billing and kickoff processes with consultants.
- Reviewed and evaluated all project budgets and design plans for value engineering and feasibility purposes.
- Traveled to all new prospect sites to evaluate the physical and geographical characteristics for feasibility purposes.

Brinker International, Inc. - Dallas, Texas 2005 – 2007
Property Development Manager

- Managed the planning and execution of the regional development process for new Chili's restaurants from inception, through final plan preparation and construction.

Jason W. Bell

509 West First Street, Suite 101

Mt. Pleasant, Texas 75455

jason.bell@symmetryturf.com

(903) 572-6972

- Lead development liaison for entire development process between Real Estate Managers, Construction Managers, and in-house Legal Counsel.
- Composed project budgets starting with generic pricing and applying current construction industry pricing based on various site and regional specific anomalies.
- Composed project timelines based on permit procurement and various other entitlement and development anomalies. Coordinated with Regional Directors and Operations VP's to ensure on time openings.
- Oversaw jurisdictional permitting and attend public hearings for City Council, Planning & Zoning, and miscellaneous design review boards.
- Solicited proposals, hired, and coordinated with outside consultants for architectural, engineering, and other services necessary to support the development process.
- Negotiated contractual obligations between land developers and Brinker in the fabrication of work letters. Also responsible for lease exhibits.
- Organized and conducted presentations on various subject matters in an effort to improve departmental functions.

Remodel Development Manager

- Managed nation-wide remodel development department for all Brinker brands including Chili's Grill & Bar, On The Border, Maggiano's Little Italy, Macaroni Grill and Corner Bakery Cafe.
 - Successfully managed the entitlement process for more than 60 remodel projects across the country.
 - Attended numerous Planning & Zoning, City Council and other public hearings in efforts to gain additional signage, new designs/colors, etc.
 - Created and implemented new processes and filing systems to manage all remodel projects effectively.

Winkelmann & Associates, Inc. - Dallas, Texas

2000 – 2005

Site Planner /Manager

- Worked with real estate developers and brokers in scheduling, organizing, and developing commercial properties.
- Created efficient site layouts for hundreds of commercial developments.
- Assisted in the preparation of due diligence reports for new projects and all phases of the design process.
- Performed construction observation and inspection on private and public projects.
- Attended public hearings for City Council and Planning & Zoning committees.
- Used state of the art ACAD software to create conceptual site plans and generate civil construction plans utilizing pavement, utility, grading and drainage design methods for submittal and construction packages while maintaining a strict schedule of deadlines.



Kelly Clark M.S. – Director of Sales & Marketing

Kelly joined Symmetry Turf in the fall of 2016. Kelly is responsible for leading and managing all of Symmetry Turf's sales and marketing functions. His responsibilities include all consumer product marketing and advertising, business to business marketing, sales-force management, sales network communications, customer relationship management, lead generation, public relations, and special events. Mr. Clark has over 8 years' experience in business operations, business development, business consulting, and marketing. He also has experience in construction management and construction design. Kelly is a United States Army veteran and was honorably discharged from active duty in 2002. While enlisted in the Army Kelly served as a 13F-Fire Support Specialist and was stationed at Ft. Hood, TX. Mr. Clark has a Bachelor of Science Degree (B.S.) with a minor in Business Administration, and a Master of Science Degree (M.S.) from the University of Texas of the Permian Basin. Mr. Clark and his wife reside in Mt. Pleasant TX.



Completed Projects Resume'

Professional

- Mercedes Benz Superdome (New Orleans Saints Game Field – 2014) – New Orleans, Louisiana
- Minnesota Vikings Game Field (HHH Metrodome 2011 replacement after roof collapse) – Minneapolis, Minnesota
- Houston Texans Indoor Practice Field (2013) – Houston, Texas
- Arizona Cardinals Indoor Practice Field (2013) – Tempe, Arizona
- Minnesota Vikings Indoor Practice Field (2012) – Eden Prairie, Minnesota
- Baltimore Ravens Indoor Practice Field (2012) – Owings Mills, Maryland
- Baltimore Ravens Game Field (M&T Bank Stadium – 2010) – Baltimore, Maryland

NCAA and Military

- Northern Kentucky University (Baseball Stadium 2017) – Highland Heights, Kentucky
- University of North Carolina (Hooker Field 2016) – Raleigh, North Carolina
- Goodfellow Air Force Base (Football/Soccer Field 2016) – San Angelo, Texas
- Bowling Green State University (Stadium 2016) – Toledo, Ohio
- Belhaven University (Stadium 2016) – Jackson, Mississippi
- Southeast Missouri State University (Intramural Fields 2016) – Cape Girardeau, Missouri
- Washburn University (Stadium 2016) – Topeka, Kansas
- University of Cincinnati (Nippert Stadium Football Field 2016) – Cincinnati, Ohio
- Columbia College (New Soccer Stadium 2015) – Columbia, Missouri
- Wittenburg University (2015) – Springfield, Ohio
- Kenyon College (2015) – Gambier, Ohio
- University of Houston (TDECU Stadium Football Field 2014) – Houston, Texas
- Tulane University (New Football Stadium 2014) – New Orleans, Louisiana
- Texas A&M – Texarkana (New Soccer Stadium 2014) – Texarkana, Texas
- Middle Tennessee State University (Football Stadium 2014) – Murfreesboro, Tennessee
- University of Cincinnati (Nippert Stadium Football Field 2013) – Cincinnati, Ohio
- University of Houston (New Practice Football Field 2013) – Houston, Texas
- Northwestern State University (Football Stadium Field 2013) – Natchitoches, Louisiana
- Georgia Tech Roe Stamps Field (2013) – Atlanta, Georgia
- Montana Tech University (2013) – Butte, Montana
- Notre Dame College (New Soccer and Baseball Fields 2013) – South Euclid, Ohio
- Norwich University (2013) – Northfield, Vermont
- Wheaton College (2013) – Norton, Massachusetts
- Endicott College (New Football Game Field 2013) – Beverly, Massachusetts
- University of Arkansas (New Practice Football Field 2012) – Fayetteville, Arkansas
- Seattle University (2012) – Seattle, Washington
- Endicott College (New Baseball Game Field 2012) – Beverly, Massachusetts
- University of North Texas (New Football Stadium Field 2011) – Denton, Texas
- University of North Carolina Charlotte (260k s.f. Recreation Field 2011) – Charlotte, North Carolina
- Defiance College (2012) – Defiance, Ohio





Sports Field Construction

- Hendrix College (2012) – Conway, Arkansas
- Saint Leo University (2012) – Saint Leo, Florida
- Eastern Tennessee State University (New Baseball Game Field 2012) – Johnson City, Tennessee
- Western Oregon University (120k s.f. Soccer/Rugby/Lacrosse Fields 2011) – Monmouth, Oregon
- Western Washington University (New Softball Game Outfield 2012) – Bellingham, Washington
- Avila University (200k s.f. Football/Baseball Game Fields 2011) – Kansas City, Missouri

Schools, Parks and Recreation

- Veterans Park (Multisport Field 2017) – Canton, Georgia
- Bixby High School (Softball and Baseball Stadium 2017) – Bixby, Oklahoma
- Robinson Middle School (Softball Stadium 2017) – Little Rock, Arkansas
- Los Lunas High School (2017) – Los Lunas, New Mexico
- Lanierland Park Soccer (3 Fields – 2016) – Cumming, Georgia
- Liberty Eylau High School (2016) – Texarkana, Texas
- Har-Ber High School (2016) – Springdale, Arkansas
- Nashville High School (2016) – Nashville, Arkansas
- Defiance High School (Baseball & Softball Stadiums 2016) – Defiance, Ohio
- Patriots Park (2016) – Acworth, Georgia
- Eufaula High School (2016) – Eufaula, Alabama
- Thoreau High School (2016) – Thoreau, New Mexico
- Mountain Home High School (Baseball & Softball Stadiums 2016) – Mountain Home, Arkansas
- YMCA- Schnabel Park (2016) – San Antonio, Texas
- Corsicana High School (2 fields – Baseball Stadium / Football Stadium 2016) – Corsicana, Texas
- Westlake High School (2016) – Westlake, Ohio
- Napoleon High School (2016) – Napoleon, Ohio
- Oregon Clay High School (2016) – Oregon, Ohio
- London High School (2016) – London, Ohio
- Allen East High School (2016) – Harrod, Ohio
- Glenoak High School (2016) – Canton, Ohio
- Ipswich High School (2016) – Ipswich, Massachusetts
- Marlborough High School (2016) – Marlborough, Massachusetts
- Wilton High School (2016) – Wilton, Connecticut
- Bremen High School (2016) – Bremen, Georgia
- North Platte High School (2016) – North Platte, Nebraska
- Caledonia High School (2016) – Caledonia, Mississippi
- Benson High School (2016) – Benson, Nebraska
- Hobgood Park (2016) – Woodstock, Georgia
- Mt. Vernon High School (2016) – Mt. Vernon, Texas
- Smackover High School (2016) – Smackover, Arkansas
- Llano High School (2015) – Llano, Texas
- Burnet High School (2015) – Burnet, Texas
- Del Mar Stadium (2015) – Houston, Texas





Sports Field Construction

- Northside High School (2015) – Fort Worth, Texas
- Dodge City High School (2015) – Dodge City, Kansas
- Kings Ridge Christian School (2015) – Alpharetta, Georgia
- Houston High School (2015) – Germantown, Tennessee
- Brookland High School (2015) – Brookland, Arkansas
- Twinsburg High School (2015) – Twinsburg, Ohio
- Chagrin Falls High School (2015) – Chagrin Falls, Ohio
- Darlington High School (2015) – Rome, Georgia
- Whitmer High School (2015) – Toledo, Ohio
- Seaman High School Baseball Stadium (2015) – Topeka, Kansas
- Lufkin High School (2014) – Lufkin, Texas
- Pulaski Academy (2014) – Little Rock, Arkansas
- Alvarado High School (2014) – Alvarado, Texas
- Bentonville High School (2 fields - Football Stadium / Soccer Stadium 2014) – Bentonville, Arkansas
- Starkville High School (2014) – Starkville, Mississippi
- Cabot High School (2014) – Cabot, Arkansas
- Olathe School District (12 fields 2014) – Olathe, Kansas
- LakePoint Sports Complex (8 Baseball Fields / 3 Soccer/Lacrosse Fields 2014) – Emerson, Georgia
- St. Francis High School (2014) – Toledo, Ohio
- Woodward High School (2014) – Toledo, Ohio
- Scott High School (2014) – Toledo, Ohio
- Padua High School (2014) – Parma, Ohio
- Minerva Middle School Baseball Infield (2014) – Minerva, Ohio
- Astoria High School (2014) – Astoria, Oregon
- Marshall High School (2014) – Portland, Oregon
- Valley Catholic High School (2014) – Beaverton, Oregon
- Foro Field (multi-use field 2014) – Dallas, Texas
- Mt. Pleasant Public Library (2014) – Mt. Pleasant, Texas
- Robert E Lee High School (2013) – Tyler, Texas
- John Tyler High School (2013) – Tyler, Texas
- Trumbull High School (2013) – Trumbull, Connecticut
- Tyngsboro Sports Academy (2013) – Tyngsboro, Massachusetts
- The Sports Academy (2013) – Carbonville, Illinois
- Brush High School (2013) – Lyndhurst, Ohio
- Olentangy Orange High School (2013) – Lewis Center, Ohio
- Cumberland High School (2013) – Cumberland, Rhode Island
- Washington Premier Soccer (2013) – Puyallup, Washington
- Minerva High School (2013) – Minerva, Ohio
- Bellevue High School (2013) – Bellevue, Ohio
- Milford High School (2013) – Milford, Ohio
- Searcy High School (Indoor Practice Field 2013) – Searcy, Arkansas
- Tambark Creek Park (2013) – Bothell, Washington
- Mt. Pleasant High School (2012) – Mt. Pleasant, Texas
- Tyler Rose Stadium (2012) – Tyler, Texas





Sports Field Construction

- Royse City High School (2012) – Royse City, Texas
- Chief Leschi High School (2012) – Puyallup, Washington
- Baker Middle School (2012) – Tacoma, Washington
- Kasch Park Soccer Field (2012) – Everett, Washington
- Notre Dame Cathedral Latin School (2012) – Chardon, Ohio
- Pottsville High School (Indoor Practice Field 2012) – Pottsville, Arkansas
- Har-Ber High School (Indoor Practice Field 2012) – Springdale, Arkansas
- Mansfield High School (2012) – Mansfield, Massachusetts
- Orrville High School (2012) – Orrville, Ohio
- Beatrice High School (2012) – Beatrice, Nebraska
- Mason County Recreation Area (Synthetic Turf Infield Conversion 2012) – Shelton, Washington
- Hamden Hall Country Day School (2012) – Hamden, Connecticut
- Leander Soccer Park (2012) – Leander, Texas
- Ringgold High School (2011) – Ringgold, Georgia
- Olympus High School (2011) – Holladay, Utah
- Emerald Ridge High School (2011) – Puyallup, Washington
- Forney High School (2011) – Forney, Texas
- Big League Dreams (8 Baseball Fields 2011) – Mansfield, Texas





Marketing/Sales

- a. Symmetry Turf will team up with TIPS and send out a press release via: email, social media, website and seminars. Our 3rd Annual Sports Turf seminar will be in 2017, at a location and date to be announced.
- b. We will announce that Symmetry Turf has been accepted to be a TIPS vendor through Facebook and our company's website. We will actively work to increase our internet exposure via Twitter and Facebook.
- c. We will begin an email marketing campaign to increase awareness of our company and our affiliation with TIPS.
- d. Symmetry Turf will request co-branded pamphlets and flyers from TIPS to hand out to prospective clients.
- e. We will advertise in Texas, Louisiana, Arkansas and Oregon. We are currently working to acquire business licenses in California, Nevada, Alabama and Mississippi. We will advertise in these states once we have a license.
- f. Symmetry Turf attends multiple trade shows annually. We will include TIPS logos on our marketing materials at these events.
- g. We plan on attending the following Convention/Trade Shows:

STC Convention

March 15, 2017
Las Vegas, Nevada

THSADA Convention

March 26-29th
Waco, TX Convention Center

THSCA (Texas High School Coaches Association)

July 23-26, 2017
Houston, TX

TASA/TASB Convention

October 6-8, 2017
Dallas, TX



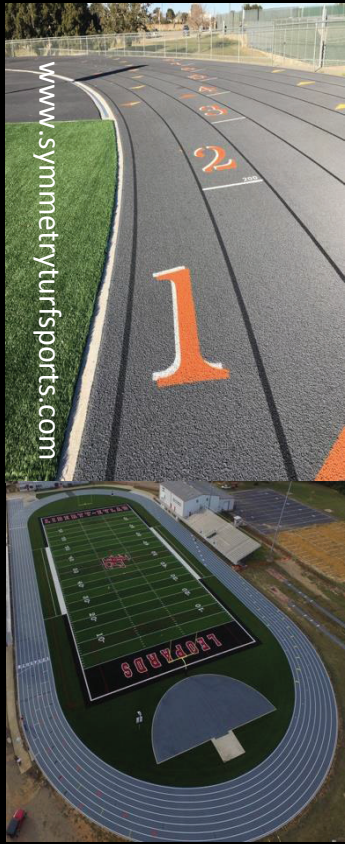


Sports Field Construction

symmetryTURF™

Sports Field Construction

JASON BELL – PRESIDENT / jason.bell@symmetryturf.com
 JANA HUDDLESTON – CONTROLLER / jana.huddleston@symmetryturf.com
 WAYNE POAGE – DIRECTOR OF BUSINESS DEVELOPMENT / wayne.poage@symmetryturf.com
 KELLY CLARK – DIRECTOR OF SALES AND MARKETING / kelly.clark@symmetryturf.com
 ROGER BROWN – ESTIMATOR / roger.brown@symmetryturf.com
 ARTIE HATCH – PROJECT MANAGER / artie.hatch@symmetryturf.com
 ANDY EVANS – TERRITORY MANAGER / andy.evans@symmetryturf.com
 LARRY SHERMAN – TERRITORY MANAGER / larry.sherman@symmetryturf.com



We at Symmetry Turf pride ourselves in making every field perfect every time. We specialize in building professional and NCAA level fields, but the majority of our clientele remains private recreational facilities, middle/high schools and park fields. Our main goal is to ensure that every field we build at any level gets the same high level of quality workmanship and meticulous attention to detail. That's our commitment to you! We want to ensure that every client expresses the same satisfaction and we leave the job with the expectation that we are building their next field. If you are considering Symmetry Turf for your next field, feel free to request contact information for any past and present clients to see how we did. We don't direct you to specific references, we invite you to contact any and all of our past and present clients to the "real" feedback.



OUR SERVICES

- Sports Field Artificial Turf Installation
- Synthetic Landscape Turf
- Track Construction
- Design Build Services
- Project Management
- Sports Field Base/Drainage Construction
- Field Maintenance & Care Programs
- Regulatory Permitting
- CAD Design Drawings





OUR Mission

- We at Symmetry Turf are imperfect people who have experienced the love and grace of Jesus Christ and thus strive to exemplify and glorify Christ in everything we do. If we do the best job on a project and fail to honor Christ, we believe we will have ultimately failed in our mission.
- Understanding we are not perfect, our goal is to ensure everything we do adds value and strive to deliver on our promises to our customers.
- Our yes means yes, we stand behind every commitment we make to our ourselves and our customers. We strive to not commit to more than we can complete, if we say yes, we mean yes.
- We believe each individual is important and we strive to treat every job as our most important. We are called to do our very best on every job. We appreciate the trust our customers place in us and believe they deserve our utmost respect and to be treated with honesty and transparency.
- Understanding people are the most important element, we strive to maintain an ongoing relationship with our customers extending far beyond completing a project.
- We expect our customers to hold us accountable to the highest standards and to our primary goal of glorifying and honoring Christ through our actions.





Wayne Poage
2211 Baltic Ave.
Arlington, Texas 76011
214-336-5865

EXPERIENCE

Symmetry Turf

2014-Present

Territory Manager

Sales and Marketing of synthetic turf and polyurethane track systems. Develop and maintain client relations.

- Projects involved with at Symmetry Turf include Burnet HS, Llano HS, Prince of Peace Christian School, Corsicana HS, Mt. Vernon HS, and YMCA San Antonio.

QuikTrip Park/City of Grand Prairie

2011-2014

Organized and operated select baseball, high school baseball and college tournaments at QuikTrip Park in Grand Prairie.

- Brought numerous tournaments/high school playoff games/college playoff games to QuikTrip Park including: Western Athletic Conference Tournament (WAC – NCAA Division I playoff tournament), Texas-New Mexico Regional Tournament, Highland Park Annual Tournament, state playoff games involving Southlake HS, Arlington Martin HS, Colleyville Heritage HS, Flower Mound HS, Waxahachie HS, McKinney ISD, Frisco ISD, Highland Park HS, and many others.
- Started the Annual Battle of the Borders Baseball Tournament – best players from Texas, New Mexico, Oklahoma, Arkansas and Louisiana.

Polytan-USA – Artificial Sports Turf

2007-2011

Director of Sales for State of Texas

Sales and Marketing of polyethylene synthetic turf systems and polyurethane track systems

- Direct and dealer sales-project size from \$100 k - \$1.5 million per project
- Sold and installed 15 high school/college tracks and synthetic turf football fields.
Clients include: UTA, Highland Park ISD, Waxahachie ISD, Prince of Peace Christian School, Little Elm ISD, Bishop Lynch High School, Wills Point ISD.
- Projects involving leading industry architects
- Technical knowledge of system components-fibers, backings, and infill, pads and e layers
- Conduct architect and owner technical presentations

Texas Collegiate League

2003-2006





President/Co-Founder

College Baseball Summer League.

- Started an eight-team college baseball summer league for the top college baseball players in the United States.
- Sold eight franchises throughout North Texas. Sold numerous sponsorships and negotiated a deal with FOX Sports Southwest to air a weekly TV show on the league as well as broadcast the league's All Star Game live. Also negotiated a deal with the Texas Rangers to play a Future's Game at the Ballpark in Arlington following a major league game. Was also broadcast on FOX Sports Southwest.
- Recruited over 240 college players for the league from every major college in the country.
- Ranked the 2nd best college league in the country in year one. Over 75 players went on to play major league baseball during my time as President.

Dallas Baptist University

1982- 2003

Director of Athletics, Assistant Director of Athletics

Oversaw the athletic department for Dallas Baptist University, expanding the athletic programs from three sports to 14 and overseeing the transition from the NAIA to the NCAA. I was the AD from 1994-2003.

- Oversaw the athletic department budget.
- Developed compliance department.
- Hired and oversaw coaches and staff for the athletic department.
- Headed up fund-raising and athletic department construction of facilities.

EDUCATION and PROFESSIONAL TRAINING

Bachelor of Arts- Dallas Baptist University

Awards/Professional Associations:

- Synthetic Turf Council – 2008-2011
- Dallas-Ft. Worth College SABR Baseball Player of the Year Selection Committee – 1990-Present
- NACDA National Athletic Director of the Year for NCAA Division II – 2003
- NAIA Southwest Region Athletic Director of the Year – 2001
- National Collegiate Directors of Athletics (NACDA) Executive Board Member – 2000-2003
- Texas Baseball Hall of Fame – Organizing Committee – 1994-1999
- Society of American Baseball Research – DFW Chapter Executive Committee – 1990-Present
- Chair – NAIA Council of Independent Colleges Committee - 1998
- Chair – NAIA Council of Conferences and Independents - 1999
- Who's Who in American Colleges and Universities - 1982



ARTIE HATCH

4201 NE ACCESS RD, MT. VERNON, TX 75457, 903-466-6494, ARTIEHATCH@GMAIL.COM

OBJECTIVE

- Utilize the knowledge and skills I have obtained to gain long term employment, where I will be a valuable team member contributing quality ideas and hard work for an organization where there is ample opportunity for growth with a well-established company.

EXPERIENCE

7/8/2009 TO CURRENT Artie Hatch Contracting *Mt. Vernon, TX*

SPECIFICATION WRITER AND CONSTRUCTION INSPECTOR

- Principal designer for home modifications to assist over 3,000 elderly patients across Northeast Texas
- Inspection of construction work according to ADA and TAS guidelines
- Problem solving of any unexpected issues during construction process
- Management of multiple construction crews performing home modifications across Northeast Texas
- Daily planning and communication with clients and coworkers

1/1/2008 TO CURRENT Matt's Plumbing *Winfield, TX*

CREW FOREMAN

- Manage numerous employees and oversee crew jobsite progress
- Rough in, stack out, and finish out on new construction
- Plumbing remodels for residential and commercial projects
- Create and repair CO2 lines, oil lines, air lines, and high and low pressure water lines in commercial jobs
- Welding many different types of pipe mainly stainless steel in commercial jobs
- Installing and repairing natural and propane gas lines
- Use of heavy equipment such as: tractors, backhoes, track-hoes, and scissor lifts

6/1/2006 TO 12/31/2007 Double AH Construction *Mt. Vernon, TX*

OWNER

- General Contractor for residential and commercial construction projects
- Planning, scheduling, and coordination of sub-contractors and all building materials
- Responsible for acquiring all needed permits and license in order to stay in compliance with city and county ordinances
- Thorough client communication throughout construction phases
- Management of work crews

12/2/2002 TO 5/1/2006 Selah Inn *Mt. Vernon, TX*

CONSTRUCTION SUPERVISOR

- Reading of blue prints
- Management of Sub Contractors
- Responsible for acquiring all needed permits and license in order to stay in compliance with city and county ordinances
- Keeping abreast of all ADL requirements and regulations, and assuring these requirements are met in all structures that are built
- Experienced in the use of heavy machinery, such as Bulldozers, Track-Hoes, Tractors, etc.

EDUCATION

2002-2006

Texas A&M University

Commercer, TX

BACHELOR OF SCIENCE

- Construction Science

REFERENCES

Lance Cornell

Cypress Home Care

903-746-1959

Dave Hickerson

Selah Inn

903-632-1122

Heidi Wooten

Northeast Texas Community College

903-466-3853



Larry Sherman

Education:

1983 – Bachelor of Science (Texas A&M Commerce)

1986 – Master's Degree (Texas A&M Commerce)

Background:

Married to Staci (36 years) I have been a Teacher/Coach for the past 35 years. I have served as an Athletic Director, Offensive/Defensive Coordinator. Twenty-five of those years have been Play-off years. Two State-Semifinalist and two State Championship appearances. Currently I have four players in the NFL. I have coached every sport in High School and have been a Head Track and Field coach for over 30 years. Staci and I have traveled around the State and we believe we have had a positive impact on many students. I think my greatest achievement is when I get letters from former players saying that they appreciate what we did and stood for while we were their coaches.

I am very proud of the fact that we have taught Sunday school for over 25 years and currently teach a young married class First Baptist Church Wylie Texas. I serve on a mission team that travels to London every summer to spread the gospel. I became an ordained deacon in 1985 in Dayton Texas.



FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

JASON BELL

Official: _____
Print Authorized Company Official's Name

A My firm is a publicly held corporation; therefore, this reporting requirement is not applicable

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:  _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Symmetry Turf Installations, LLC

(Name of Corporation)

I, Janalyn Huddleston

(Name of Corporate Secretary) certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

Jason Bell

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL



SIGNATURE

03-09-2017

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

✓ YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

✓ YES or NO

2 CFR §200 321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

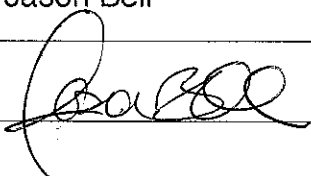
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section

Company Name Symmetry Turf, LLC

Print name of authorized representative Jason Bell

Signature of authorized representative 

Date 3/9/2017

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

JASON BELL

Official: _____
Print Authorized Company Official's Name

A My firm is a publicly held corporation; therefore, this reporting requirement is not applicable

Signature of Authorized Company Official: _____

B My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:  _____

C My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CONSOLIDATED INSURANCE PARTNERS

A member of K & S Group, Inc.

12201 Merit Dr., Suite 220
Dallas TX 75251

Peggy Hogan, CIC

Phone: 214-691-5721 Ext. 212

Fax: 214-691-4961

E-Mail: phogan@cipoftexas.com

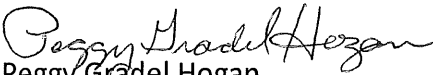
February, 22, 2017

To Whom it May Concern,

We have had the privilege of serving as an agent for Symmetry Turf Installations, LLC for 4 years. The Surety for Symmetry Turf Installations, LLC is Philadelphia Indemnity Insurance Company, rated A++. Symmetry Turf Installations, LLC has had a bonding relationship with Philadelphia Indemnity Insurance Company for 4 years. In reference to Symmetry Turf Installations, LLC's, current bonding capacity, their financial situation and excellent track record will support contract contract bonds on a single project in the amount of \$5,000,000 range with an aggregate limit in the \$7,500,000 range.

Symmetry Turf Installations, LLC has the ability and we would certainly welcome an opportunity to provide the necessary performance and payment bonds for this project, assuming satisfactory contract terms and documents are agreed upon. You understand of course, that any arrangement for the final bond, or bonds along with a power of attorney is a matter between the contractor and surety and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,


Peggy Gradel Hogan
Attorney-In-Fact



General Warranty

xx-xx-2017

Warranty/Guarantee for Sports Track & Field Construction Work

We, the undersigned, do hereby warrant and guarantee all parts, materials, and labor provided for under the terms of Subcontract Agreement for:

Are in accordance with the Contract Documents and that all said Work as installed will fulfill or exceed all of the Warranty and Guarantee requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, which proves to be defective in workmanship, material or operation within a period of one year from the Date of Substantial Completion of xx-xx-2017. Ordinary wear and tear and usual neglect or abuse excluded.

Symmetry Turf Sports Field Construction

By: _____
Jason W. Bell, President

