

# TIPS VENDOR AGREEMENT

Between FIELDTURF USA, INC. and \_\_\_\_\_  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RFP 200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part

### General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **Agreements**

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

### **Term and Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

**Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### **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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall



notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

#### **Invoices**

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

#### **Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

#### **Pricing**

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

#### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

#### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the Vendor 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 or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized



signatory of TIPS.

### **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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

### **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 the TIPS Member's or local smoking statutes, codes or policies.

**Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

**Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

**Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-



compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

#### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

#### **Venue, Jurisdiction and Service of Process**

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

#### **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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

#### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

#### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may assist, at the sole discretion of TIPS, in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

**Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000



When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 200205 Synthetic or Natural Sports Fields, Courts or Tracks

PART 1 ONLY

Company Name FIELDTURF USA, INC.

Address 175 N. INDUSTRIAL BLVD NE

City CALHOUN State GA Zip 30701

Phone 514-375-2576 Fax 514-340-9374

Email of Authorized Representative eric.daliere@tarkettsports.com

Name of Authorized Representative Eric Daliere

Title President

Signature of Authorized Representative *Eric Daliere*

Date March 9, 2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 4/23/2020



## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## **200205 Addendum 2**

### **FieldTurf USA Inc**

### **Supplier Response**

#### **Event Information**

Number: 200205 Addendum 2  
Title: Synthetic or Natural Sports Fields, Courts or Tracks 2 Part  
Type: Request for Proposal  
Issue Date: 2/6/2020  
Deadline: 3/30/2020 03:00 PM (CT)  
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

#### **Contact Information**

Contact: Kristie Collins, Contracts Compliance Specialist  
Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477



Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## FieldTurf USA Inc Information

Address: 175 N Industrial Blvd NE  
Calhoun, GA 30701  
Phone: (888) 209-0065 x246

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

Eric Fisher

*Signature*

*Submitted at 3/25/2020 1:20:20 PM*

[eric.fisher@fieldturf.com](mailto:eric.fisher@fieldturf.com)

*Email*

## Requested Attachments

### Vendor Agreement part 1

1. Vendor Agreement Part 1.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form part 1

2. Agreement Signature Form Part 1.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Vendor Agreement Part 2

3. Vendor Agreement Part 2.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form Part 2

4. Agreement Signature Form Part 2.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

### Part 1 Pricing Spreadsheet #1

5. FieldTurf USA TIPS- 200205 Pricing\_form\_1\_PART ONE ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

### Part 1 Pricing Spreadsheet #2

6. FieldTurf USA, Inc. TIPS- 200205 Pricing\_form\_2\_PART ONE ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

### Part 2 Pricing Sheet JOC

7. Part 2 Pricing Sheet JOC.pdf

If the Vendor is proposing Part 2, the vendor must download the "PART 2 RS Means JOC PRICING\_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID. If not proposing on Part 2, mark form NO BID and attach.  
DO NOT UPLOAD encrypted or password protected files.

## References

8. Reference Form - JOC Part 2.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

## Proposed Goods and Services

9. Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED

10. Reseller\_Dealers\_Sheet.xlsx

OPTIONAL FOR PART 1 ONLY - complete and upload ONLY IF YOU HAVE RESELLERS of your products, complete and upload this form. This resellers document is for proposers to list any other companies that resell their products. Only list resellers of your products that are located in the US or Canada. Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

## D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Warranty

13. Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Supplementary

14. Supplementary.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## All Other Certificates

15. All Other Certificates.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

16. Logo and Other Company Marks.pdf

## Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

17. Conflict of Interest Form CIQ.pdf

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS  
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

18. Certificate of Corporate Offerer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

19. Lobbying Report Standard Form LLL.pdf

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## Confidentiality Form

20. Confidentiality Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.



## Bonding Capacity Letter from Surety/Insurance Company

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

## Bid Attributes

### 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

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. 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?

Yes

### 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

### 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.)

FieldTurf is more than just a turf company. We are the pioneers of today's generation of artificial turf and the innovators for tomorrow's cutting edge sports surfaces. Our fields have paved the way for little league dreamers, local school heroes, college rising stars and professional sports icons. FieldTurf is the most trusted name in artificial turf.

### 6 Primary Contact Name

Primary Contact Name

Eric Fisher

### 7 Primary Contact Title

Primary Contact Title

Director of Sales- SmartBuy

<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input style="width: 90%;" type="text" value="Eric.Fisher@fieldturf.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="503-708-6548"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="503-692-8659"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="503-708-6548"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input style="width: 90%;" type="text" value="Sarah Morehead"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input style="width: 90%;" type="text" value="Director of Operations- SmartBuy"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input style="width: 90%;" type="text" value="Sarah.Morehead@fieldturf.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="503-563-6390"/>
<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="503-692-8659"/>
<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="503-563-6390"/>

18	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Anna Wilson"/>
19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="Anna.wilson@fieldturf.com"/>
20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="503-729-3734"/>
21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Eric Fisher"/>
22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="Eric.Fisher@fieldturf.com"/>
23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="503-708-6548"/>
24	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.fieldturf.com"/>
25	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="58-2330410"/>
26	<b>Primary Address</b> Primary Address <input type="text" value="175 N. Industrial Blvd. NE"/>
27	<b>Primary Address City</b> Primary Address City <input type="text" value="Calhoun"/>
28	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="GA"/>



29

**Primary Address Zip**

Primary Address Zip

30701

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.)

Fieldturf, Beynon, artificial turf, synthetic, track, running track, cooperative, field, turf, Tarkett, vendor, FT, rugby, artificial, all weather, FT revolution, FT Classic, turf system, synthetic turf, FT Core, Vertex Prime, BSS 50, BSS 100, BSS 100, BSS 200, BSS 300, BSS 1000, BSS 2000, BSS 1000 ML, BSS 1000 13 mm, BSS 2000 13MM, WBSS, Hobart, restriping, canine turf, removal, disposal, EasyTurf, Indoor, court, Tarkolay, outdoor court, triple threat, site work, latex, resurfacing, Polyresin, FT Double Play, baseball, softball, soccer, football, lacrosse, hash markings, school, park, logo, flag football, Gmax, maintenance, drain tiles, shock pad, play, Thermagreen brock powerbase, preshipment testing, versatile, sod, coolplay, EPDM, coated sand, EasyFill, Natural grass, sustainable, performance, eco, eco grind, EcoGreen, cork, purefill, PureSelect, organic, pure geo, GroomRight, Fieldcare, customer service, FieldTurf Sweepright, Field Turf GroomRight, PureCare, L-2000

31

**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32

**Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

No

3  
3**Company Residence (City)**

Vendor's principal place of business is in the city of?

3  
4**Company Residence (State)**

Vendor's principal place of business is in the state of?

3  
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

3  
6**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3  
7**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3  
8**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

3  
9**Years experience in this category of goods or services.**

Company years experience in this category of goods or services?

4  
0

**Resellers:**

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If yes, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

Yes

4  
1

**Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

Yes

4  
2

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies 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.



4  
3**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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.

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>

There is an optional upload for this form provided if you have a conflict and must file the form.

4  
4**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4  
5**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.

4  
6**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4  
7**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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.

**Suspension or Debarment Instructions**

## Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein 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.

4  
9**Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5  
0**Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the 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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, 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](mailto: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)

All U.S. Departments, including the USDA are 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 and all other applicable laws and regulations.



**5 1 2 CFR PART 200 Contract Provisions Explanation**

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 are the subgrantee or Subrecipient by definition. Most of the provisions 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. Others are included within 2 CFR part 200 et al.

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.

**5 2 2 CFR PART 200 Contracts**

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 the 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?

**5 3 2 CFR PART 200 Termination**

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 the 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?

5  
4**2 CFR PART 200 Clean Air Act**

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).

Pursuant to the Clean Air Act, et al 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 comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5  
5**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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.

Pursuant to the 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 during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5  
6**2 CFR PART 200 Federal Rule**

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)

Pursuant to the 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).

Does vendor certify that it is in compliance with the Clean Air Act?

**5 7 2 CFR PART 200 Procurement of Recovered Materials**

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 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

**5 8 Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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.

**5 9 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

**6 0 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6  
1

**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

YES

6  
2

**If proposing on PART 2, Davis-Bacon Act compliance.**

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.



6  
3**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

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

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

6  
4**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."

Do you agree to these terms?

6  
5**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 MAY 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?

6  
6**Remedies Explanation of No Answer**

6  
7**Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.  
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

6  
8**Venue, Jurisdiction and Service of Process**

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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6  
9**Alternative Dispute Resolution Explanation of No Answer**7  
0**Infringement(s)**

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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

7  
1**Infringement(s) Explanation of No Answer**7  
2**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?

7  
3

**Acts or Omissions Explanation of No Answer**

No response

7  
4

**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

7  
5

**Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) 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

## 7 Insurance and Fingerprint Requirements Information

6

### 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

## 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.

Some

7  
8

## **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7  
9

## **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg,TX,75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES



8  
0

### Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

\* Your Vendor Profile Page of TIPS website

\* Potentially on TIPS website scroll bar for Top Performing Vendors

\* TIPS Quarterly eNewsletter sent to TIPS Members

\* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8  
1

### Solicitation Deviation/Compliance

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

Yes

8  
2

### 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.

No response

8  
3

### Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

8  
4

### 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.

No response

8  
5**Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

price increases will be < 5% annually per question

Due to market conditions during covid, vendor requested change in max markup %, RP rescored proposal criterion & now this criterion is >14% and score was reduced 10 points. RP 12-14-2021

8  
6**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8  
7**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

8  
8**Required Confidentiality Claim Form****Required Confidentiality Claim Form**

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

[rick.powell@tips-usa.com](mailto:rick.powell@tips-usa.com)

**89 Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**90 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**91 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**92 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

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.

**current and valid, as they are a  
SIGNIFICANT required evaluation  
component of the PART 2  
evaluation process, and the  
evaluation cannot be completed  
without responses from these  
references when we contact  
them.**

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Texas State University	Dr. Larry Teis - Director of Athletics	<a href="mailto:lt10@txstate.edu">lt10@txstate.edu</a>	(512)-245-2963
Abilene Independent School District	Phil Blue - Director of Athletics	<a href="mailto:philip.blue@abileneisd.org">philip.blue@abileneisd.org</a>	(325)-677-1444 x8516
University of Houston	Allie Bernal - Director of Athletics	<a href="mailto:ambernal@central.uh.edu">ambernal@central.uh.edu</a>	(713)-743-9370
Texas Christian University	Sassan Sahba - Coordinator of Athletic Facilities	<a href="mailto:s.sahba@tcu.edu">s.sahba@tcu.edu</a>	(817)-257-2244 Cell (817)-751-1850
City of Leander Texas	Mark Tummons - Director of Parks and Rec	<a href="mailto:mtummons@leandertx.gov">mtummons@leandertx.gov</a>	(512)-528-2993

[illegible]

**CERTIFICATION BY CORPORATE OFFERER**

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

**OFFERER:** FIELDTURF USA, INC.  
(Name of Corporation)

MARIE-FRANCE NANTEL certify that I am the Secretary of the Corporation  
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

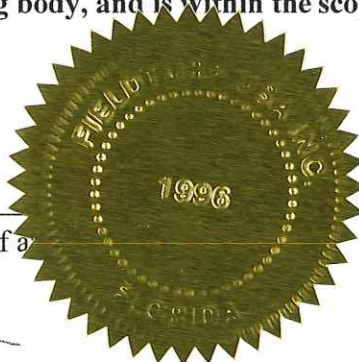
ERIC DALIERE  
(Name of person who completed proposal document)

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 if a





SIGNATURE

March 9, 2020  
DATE



**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

**FIELDTURF USA, INC.**

Name of company

Eric Dalieri, President

Printed Name and Title of authorized company officer declaring below the confidential status of material

175 N. Industrial Blvd NE Calhoun GA 30701 514-375-2576

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

**I DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date March 9, 2020

**OR** -----

**I DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature



Date March 9, 2020

*State of Arkansas*  
**Commercial Contractors Licensing Board**

BEYNON SPORTS SURFACES, INC.  
16 ALT RD  
HUNT VALLEY, MD 21030

BEYNON SPORTS SURFACES, INC.

**This is to Certify That**

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**SPECIALTY**

Floors, Floor Covering  
Sport & Recreational Surfaces

**This contractor has an unlimited suggested bid limit.**

**from** August 23, 2019 **until** May 31, 2020 **when this Certificate expires.**

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



A handwritten signature in black ink, appearing to read 'W. Van Wagoner', written over a horizontal line.

**CHAIRMAN**

A handwritten signature in black ink, appearing to read 'Matthew Cosh', written over a horizontal line.

**SECRETARY**

August 23, 2019 - srg



STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED



LICENSE NO.: 51948

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

FIELD TURF USA INC

MONTREAL, QUEBEC H4T1G2

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

MU-S: EXCAVATION, MU-S: GRADING AND DRAINAGE, MU-S: PAVING AND ASPHALT, REP: RECIPROCITY STATE OF MISSISSIPPI, SC: ATHLETIC FIELDS, SC: GOLF COURSE

until September 30, 2020 when this Certificate expires.

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

20th day of September, 2019

*Mark W. Denny*

SECRETARY-TREASURER

*Alley W. Whaley*

CHAIRMAN

157115



STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED



LICENSE NO.: 51948

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

FIELD TURF USA INC

MONTREAL, QUEBEC H4T1G2

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

MU-S: EXCAVATION, MU-S: GRADING AND DRAINAGE, MU-S: PAVING AND ASPHALT, REP: RECIPROCITY STATE OF MISSISSIPPI, SC: ATHLETIC FIELDS, SC: GOLF COURSE

until September 30, 2020 when this Certificate expires.

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

20th day of September, 2019

SECRETARY-TREASURER

CHAIRMAN

157115



STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 37115  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BEYNON SPORTS SURFACES INC

HUNT VALLEY, MD 21030

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

MU-S: RECREATIONAL AREAS, SC: RUNNING TRACKS

until November 30, 2020 when this Certificate expires.

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

25th day of November, 2019

A handwritten signature in cursive script, appearing to read "Mary H. O'Quinn".

SECRETARY-TREASURER

A handwritten signature in cursive script, appearing to read "Alex Whaley".

CHAIRMAN

158766

License #: CONE37908  
Effective: 12/18/2018  
Expires: 12/31/2020

# STATE OF ALASKA

Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

## Regulation of Construction Contractors and Home Inspectors

Licensee: **BEYNON SPORTS SURFACES, INC.**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **BEYNON SPORTS SURFACES, INC.**

Commissioner: Julie Anderson

### Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA
--------------	-----------	-------------	-----------------	-----------

No relationships found.

### Designations

Type	Group
------	-------

No designations found.

BEYNON SPORTS SURFACES, INC.  
19600 SW 129TH AVE  
STE A  
TUALATIN, OR 97062

### Wallet Card

<b>State of Alaska</b> Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors <b>BEYNON SPORTS SURFACES, INC.</b> <b>DBA: BEYNON SPORTS SURFACES, INC.</b> <b>As</b> General Contractor Without Residential Contractor Endorsement		
<b>License</b> CONE37908	<b>Effective</b> 12/18/2018	<b>Expires</b> 12/31/2020





CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **883198** Entity **CORP**  
Business Name **BEYNON SPORTS SURFACES INC**

Classification(s) **C15 A**

Expiration Date **08/31/2020**

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





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BALLARD, FREDERICK ARTHUR II**

BEYNON SPORTS SURFACES, INC.  
16 ALT ROAD  
HUNT VALLEY MD 21030

**LICENSE NUMBER: CGC1525782**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**CONTRACTOR REGISTRATION  
CERTIFICATE**

**STATE OF IOWA  
DIVISION OF LABOR**

Mailing Address: 1000 E Grand Ave, Des Moines, IA 50319  
Physical Address: 150 Des Moines St, Des Moines, IA 50309  
Phone: 515-242-5871 | FAX: 515-725-2427  
[www.iowacontractor.gov](http://www.iowacontractor.gov) | [contractor.registration@iwd.iowa.gov](mailto:contractor.registration@iwd.iowa.gov)

DATE ISSUED:  
**05/10/2019**

DATE EXPIRES:  
**06/13/2020**

REGISTRATION NUMBER:  
**C101063**

BEYNON SPORTS SURFACES INC  
16 ALT RD  
HUNT VALLEY, MD 21030

---

Rod A. Roberts, Labor Commissioner



**CONTRACTOR REGISTRATION  
CERTIFICATE**

**STATE OF IOWA  
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309  
Phone: 515-242-5871 | FAX: 515-725-2427

[www.iowacontractor.gov](http://www.iowacontractor.gov) | [contractor.registration@iwd.iowa.gov](mailto:contractor.registration@iwd.iowa.gov)

DATE ISSUED:

**02/24/2020**

DATE EXPIRES:

**04/01/2021**

REGISTRATION NUMBER:

**C106260**

FIELDTURF USA INC  
7445 COTE DE LIESSE RD STE 200  
MONTREAL, QC H4T 1G2

A handwritten signature in black ink that reads "Rod A. Roberts". The signature is written in a cursive style with a horizontal line extending from the end of the name.

---

Rod A. Roberts, Labor Commissioner



Bureau of Occupational Licenses  
Department of Self Governing Agencies  
The person named has met the requirements for registration and is  
entitled under the laws and rules of the State of Idaho to operate as a(n)

**REGISTERED ENTITY CONTRACTOR**

BEYNON SPORTS SURFACES INC  
JOHN BEYNON, ET AL  
16 ALT ROAD  
HUNT VALLEY MD 21030

*Kelley Packer*  
**Kelley Packer**  
Chief, B.O.L.

**RCE-16165**  
Number

**05/16/2020**  
Expires

BEYNON SPORTS SURFACES INC  
JOHN BEYNON, ET AL  
16 ALT ROAD  
HUNT VALLEY MD 21030

**Your registration  
must be shown on  
demand.**



**carry this copy**

**display this copy**



04/15/2019

Bureau of Occupational Licenses  
Department of Self Governing Agencies  
The person named has met the requirements for registration and is  
entitled under the laws and rules of the State of Idaho to operate as a(n)

**REGISTERED ENTITY CONTRACTOR**

BEYNON SPORTS SURFACES INC  
JOHN BEYNON, ET AL  
16 ALT ROAD  
HUNT VALLEY MD 21030

*Kelley Packer*  
**Kelley Packer**  
Chief, B.O.L.

**RCE-16165**  
Number

**05/16/2020**  
Expires

**Brad Little**  
Governor

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

PWC-C-16549 - UNLIMITED - 4

License Number

05/23/2006

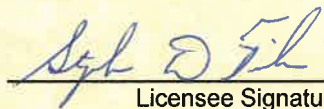
Original License Issued

Categories: 02790, 09600, 09680

This is to certify that  
**BEYNON SPORTS SURFACES, INC.**

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

This license expires: 05/31/2020



Licensee Signature



Chris L. Jensen, Administrator



90 County



# State of Maryland License

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY MD 21030

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY MD 21030

**03414768**

03010637

10532559

**19**

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	040	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	40.00

DATE OF ISSUE  
MO DAY YR  
03/25/2019

MONTHS PAID  
12

ISSUING FEES	2.00
--------------	------

TOTAL	42.00
-------	-------

AMOUNT PAID
42.00

**THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON APRIL 30, 2020**

ISSUED BY JULIE L. ENSOR, CLERK OF CIRCUIT COURT  
P.O. Box 6754  
TOWSON, MARYLAND 21285-6754 (410)887-2607

NMT

The information below is for the Clerk's Office use only, customers can disregard.

These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first



\*03\$150\$103010637\$103414768\*

Scan this one second



\*40.00\$M0.00\$M0.00\$M2.00\*



**STATE OF MONTANA**  
DEPARTMENT OF LABOR & INDUSTRY



**CONSTRUCTION CONTRACTOR REGISTRATION UNIT**

# **CERTIFICATE OF CONTRACTOR REGISTRATION**

**REGISTRATION No.** 155905

**BEYNON SPORTS SURFACES INC**

16 ALT RD  
HUNT VALLEY, MD 21030

Effective Date: June 4, 2019  
Expiration Date: June 3, 2021

**No Employees - May Hire Exempt Workers Only**



*Additional information on back.*

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

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

Northern Nevada Office  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
(775) 688-1141

## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

### BEYNON SPORTS SURFACES INC

Licensed since March 06, 2007

License No. **0068035**

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

#### PRINCIPALS:

JOHN BEYNON, President  
MICHAEL GASPAROVIC, Treasurer, QI

**A-22 Unclassified**  
**A22 IS DESIGNATED FOR SYNTHETIC RUNNING TRACKS AND**  
**GYMNASIUM FLOOR SURFACES ONLY**

LIMIT: **\$600,000**  
EXPIRES: **03/31/2022**

  
Chair, Nevada State Contractors Board



#### STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY  
LISTED BELOW IS LICENSED IN THE STATE OF  
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY, MD 21030

LIC. NO.

0068035

EXPIRES:

03/31/2022

LIMIT: **\$600,000**

Class: A-22  
A22 IS DESIGNATED FOR SYNTHETIC RUNNING TRACKS AND  
GYMNASIUM FLOOR SURFACES ONLY...

#### STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

#### POCKET CARD RE-ORDER FORM

Enclosed is \$\_\_\_\_\_ to cover the cost of \_\_\_\_\_ additional  
pocket cards at ten dollars (\$10.00) each.

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

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

By: \_\_\_\_\_

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY, MD 21030



License Year

2020

License No.

66648

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:  
Fieldturf USA, Inc.  
Montreal , Quebec, Canada

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited  
Classification: Building; Highway; PU(Water Lines & Sewer Lines)

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



Chairman

Secretary-Treasurer



Pete Ricketts, Governor

## Contractor Registration Certificate

This certificate is non-transferable

**Registration # 27310-19**

Date Issued: 5/1/2019      Date Expiring: 5/1/2020

BEYNON SPORTS SURFACES, INC  
16 ALT RD  
HUNT VALLEY, MD 21030

Nebraska Department of Labor  
550 South 16th Street  
Lincoln, NE 68508  
402-471-2239

  
Commissioner of Labor



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 37161

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BEYNON SPORTS SURFACES, INC.** whose address is in HUNT VALLEY, MD, has filed in this office proper documents for a Contractor License valid until March 1, 2021, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**BEYNON SPORTS SURFACES, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 29, 2020

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

The North Dakota Secretary of State verifies that:

**BEYNON SPORTS SURFACES, INC.**

is the holder of a North Dakota Class A Contractor License  
which is in force until March 1, 2021 unless sooner  
suspended or revoked as provided by NDCC 43-07.

License # 37161



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 49661

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FIELDTURF USA, INC.** whose address is in [[MAIL\_CITY]], [[MAIL\_STATE]], has filed in this office proper documents for a Contractor License valid until March 1, 2021, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**FIELDTURF USA, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 14, 2020

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

The North Dakota Secretary of State verifies that:

**FIELDTURF USA, INC.**

is the holder of a North Dakota Class A Contractor License  
which is in force until March 1, 2021 unless sooner  
suspended or revoked as provided by NDCC 43-07.

License # 49661



Pete Ricketts, Governor

## Contractor Registration Certificate

This certificate is non-transferable

**Registration # 44678-19**

Date Issued: 11/15/2019      Date Expiring: 11/15/2020

FieldTurf USA, Inc.  
7445 Cote-de-Liesse, Suite 200  
Montreal, QC H4T 1G2  
CA

Nebraska Department of Labor  
550 South 16th Street  
Lincoln, NE 68508  
402-471-2239

  
Commissioner of Labor



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

Northern Nevada Office  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
(775) 688-1141

## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

### BEYNON SPORTS SURFACES INC

Licensed since March 06, 2007

License No. **0068035**

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

#### PRINCIPALS:

JOHN BEYNON, President  
MICHAEL GASPAROVIC, Treasurer, QI

**A-22 Unclassified**  
**A22 IS DESIGNATED FOR SYNTHETIC RUNNING TRACKS AND**  
**GYMNASIUM FLOOR SURFACES ONLY**

LIMIT: **\$600,000**  
EXPIRES: **03/31/2022**

  
Chair, Nevada State Contractors Board



#### STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY  
LISTED BELOW IS LICENSED IN THE STATE OF  
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY, MD 21030

LIC. NO.

0068035

EXPIRES:

03/31/2022

LIMIT: **\$600,000**

Class: A-22  
A22 IS DESIGNATED FOR SYNTHETIC RUNNING TRACKS AND  
GYMNASIUM FLOOR SURFACES ONLY...

#### STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

#### POCKET CARD RE-ORDER FORM

Enclosed is \$\_\_\_\_\_ to cover the cost of \_\_\_\_\_ additional  
pocket cards at ten dollars (\$10.00) each.

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

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

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY, MD 21030



**STATE OF NEW MEXICO**  
CONSTRUCTION INDUSTRIES DIVISION

**BEYNON SPORTS SURFACES, INC**

LICENSE NUMBER

**373521**

**Qualifying Party(S)**  
**GRIMES TODD**

EXPIRES

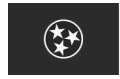
**03/31/2021**

CLASSIFICATION(S)  
GS29



*Natino Ponce*  
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand



STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



BEYNON SPORTS SURFACES, INC.

349506

ID NUMBER: 49508  
LIC STATUS: ACTIVE  
EXPIRATION DATE: September 30, 2020

**BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR**

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn: MIKE GASPAROVIC  
BEYNON SPORTS SURFACES, INC.  
16 ALT ROAD  
HUNT VALLEY, MD 21030

# State of Tennessee

349506

**BOARD FOR LICENSING CONTRACTORS**

**CONTRACTOR**

**BEYNON SPORTS SURFACES, INC.**

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

**ID NUMBER:** 49508  
**LIC STATUS:** ACTIVE  
**EXPIRATION DATE:** September 30, 2020  
**\$1,500,000.00; S-Indoor Gym Fl; S-Outdoor Runni**



**IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE**

**BOARD FOR LICENSING CONTRACTORS**

**AREAS OF CERTIFICATION/MONEY LIMITS**

**\$1,500,000.00; S-Indoor Gym Fl; S-Outdoor Runni**



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

06-30-2020

NUMBER

2705069637

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



BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
COCKEYSVILLE, MD 21030



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

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* RFC

NUMBER: 2705069637 EXPIRES: 06-30-2020

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
COCKEYSVILLE, MD 21030



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

3564

***CONTRACTORS LICENSE***  
***CITY OF GREEN RIVER, WY***  
***COMMUNITY DEVELOPMENT DEPARTMENT***

*This LICENSE issued pursuant to the requirements of Ordinance Number 08-10*

*Name of Business*                      FieldTurf USA, Inc.

*Name of Owner*                      FieldTurf USA, Inc.

*Physical Business Address*       175 N Industrial Blvd NE, Calhoun, GA 30701

*Mailing Address*                      7445 Cote-de-Liesse Rd, Ste 200, Montreal Quebec H4T 1G2 Canada

*Description of Business*           Installation & Manufacturing of Synthetic Turf & Sports Flooring

*Date of Issuance*                      March 19, 2019                      *Issued By*                      Yvonne Castillo

*Amount Paid*                           \$50.00                              *Expires on April 1, 2020*

*Yvonne Castillo*

*Senior Administrative Assistant*

***POST IN A CONSPICUOUS PLACE***



3564

**CONTRACTORS LICENSE**  
**CITY OF GREEN RIVER, WY**  
**DEVELOPMENT SERVICES DEPARTMENT**

*This LICENSE issued pursuant to the requirements of Ordinance Number 08-10*

*Name of Business*                      FieldTurf USA, Inc.

*Name of Owner*                      FieldTurf USA, Inc.

*Physical Business Address*       175 North Industrial Boulevard Northeast, Calhoun, GA 30701

*Mailing Address*                      7445 Cote-de-Liesse Rd, Ste 200, Montreal Quebec H4T 1G2 Canada

*Description of Business*           Installation & Manufacturing of Synthetic Turf & Sports Flooring

*Date of Issuance*                      February 6, 2020                      *Issued By*                      Yvonne Olguin

*Amount Paid*                           \$50.00                              *Expires on April 1, 2021*

**Yvonne Olguin**  
\_\_\_\_\_  
*Administrative Services Technician*

**POST IN A CONSPICUOUS PLACE**



CITY OF GILLETTE, WYOMING  
DEVELOPMENT SERVICES DEPARTMENT  
BUILDING INSPECTION DIVISION

## CONTRACTOR LICENSE

Issued to: FIELDTURF USA INC  
License: EXCAVATION & GRADING # 3074

This license duly recognizes the above named as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 11/12/2019  
Expires: 11/12/2020

BOARD OF EXAMINERS

By: Chad Renken  
Chad Renken, Chairman

### CITY OF GILLETTE, CONTRACTOR LICENSE

Issued to: FIELDTURF USA INC  
License: EXCAVATION & GRADING, #3074

This license duly recognizes the above mentioned contractor as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 11/12/2019  
Expires: 11/12/2020

BOARD OF EXAMINERS

By: Chad Renken  
Chad Renken, Chairman





CITY OF GILLETTE, WYOMING  
DEVELOPMENT SERVICES DEPARTMENT  
BUILDING INSPECTION DIVISION

## CONTRACTOR LICENSE

Issued to: FIELDTURF USA INC

License: MISCELLANEOUS # 3075

This license duly recognizes the above named as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 11/12/2019

Expires: 11/12/2020

BOARD OF EXAMINERS

By: Chad Renken  
Chad Renken, Chairman

### CITY OF GILLETTE, CONTRACTOR LICENSE

Issued to: FIELDTURF USA INC  
License: MISCELLANEOUS, #3075

This license duly recognizes the above mentioned contractor as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 11/12/2019  
Expires: 11/12/2020

BOARD OF EXAMINERS

By: Chad Renken  
Chad Renken, Chairman

LICENSE NO. 2008203565 DORBL

## STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/19 - 12/31/21  
NOT TRANSFERABLE

DLN: 18 98803 93

BUSINESS CODE 331  
GROUP CODE

LICENSED ACTIVITY CONTRACTOR-RESIDENT

DATE ISSUED: 11/27/18

\*\*VALIDATED\*\*

2021

LICENSE FEE: \$ 225.00

MAILING ADDRESS

## BUSINESS LICENSE

BUSINESS LOCATION

FIELD TURF USA INC  
7445 COTE-DE-LIESSE STE 200  
MONTREAL H4T-1G2  
CANADAFIELD TURF USA INC  
7445 COTE-DE-LIESSE STE 200  
MONTREAL H4T-1G2  
CANADAIS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION  
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE  
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

JENNIFER R. HUDSON

DIRECTOR OF REVENUE

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or  
Social Security Number 1 58233 0410 001Business Code 331  
Group Code

Licensed Activity CONTRACTOR-RESIDENT

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

## REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

## OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at [www.revenue.delaware.gov](http://www.revenue.delaware.gov). You must **submit all business tax returns** filed with the Division of Revenue **under the same identification number**. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

## INTERNET SITE

The Division of Revenue web address is: [www.revenue.delaware.gov](http://www.revenue.delaware.gov). Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.





STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



FIELDTURF USA INC.

352500

ID NUMBER: 57455  
LIC STATUS: ACTIVE  
EXPIRATION DATE: January 31, 2021

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn: VERONICA RADIVOJEVIC  
FIELDTURF USA INC.  
7445 COTE-DE-LIESSE, SUITE 200  
MONTREAL, QC H4T 1G2

# State of Tennessee

352500

11463447

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

FIELDTURF USA INC.

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

ID NUMBER: 57455  
LIC STATUS: ACTIVE  
EXPIRATION DATE: January 31, 2021  
UNLIMITED; BC-B; S-Outdoor Runni; S-Synthetic Tur



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Fieldturf U S A Inc

7445 Cote-De-Liesse Rd Suite 200  
Montreal, Quebec, H4T 1G2

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Fieldturf U S A Inc

7445 Cote-De-Liesse Rd Suite 200  
Montreal, Quebec, H4T 1G2

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Fieldturf U S A Inc

7445 Cote-De-Liesse Rd Suite 200  
Montreal, Quebec, H4T 1G2

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 8/31/2021  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT  
Fieldturf U S A Inc



CONTRACTORS LICENSE NO. ROC 314411 CLASS KA

General Dual  
Dual Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 8/31/2021  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT  
Fieldturf U S A Inc



CONTRACTORS LICENSE NO. ROC 314411 CLASS KA

General Dual  
Dual Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 8/31/2021  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT  
Fieldturf U S A Inc

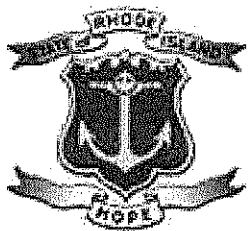


CONTRACTORS LICENSE NO. ROC 314411 CLASS KA

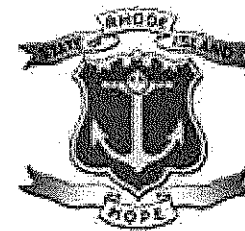
General Dual  
Dual Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR



*State of Rhode Island and Providence Plantations*  
*Contractors' Registration and Licensing Board*



BE IT KNOWN THAT

**Fieldturf USA Inc.**  
**Eric Daliere**

*has met the requirements of the law and has been granted this  
certificate of registration as a*

**Commercial CONTRACTOR**

***IN THE STATE OF RHODE ISLAND***

**Registration No.: 40614**

**Issued: 11/15/2018**

**Expires: 12/01/2020**

*Chairman*

*Building Code Commissioner*





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BALLARD, FREDERICK ARTHUR II**

FIELDTURF USA, INC.  
175 N INDUSTRIAL BLVD NE  
CALHOUN GA 30701

**LICENSE NUMBER: CGC1507328**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**STATE OF GEORGIA**

**Brian P. Kemp, Secretary of State**  
Board for Residential and General Contractors  
General Contractor Qualifying Agent

License No. GCQA005135

Status: Active

**David Michael O'Brien**  
**86 Richardson Court**  
**Fortson GA 31808**

Issued: 5/23/2016

Expires: 6/30/2020



Company Name: FieldTurf USA Inc

Company License: GCCO005138

Real-time license verification is available at [sos.georgia.gov/PLB](http://sos.georgia.gov/PLB)

Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at [www.sos.ga.gov/plb/contractors/](http://www.sos.ga.gov/plb/contractors/).

You may contact the Board at:

GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS

237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858

478-207-2440 (phone) website: [www.sos.ga.gov/plb/contractors/](http://www.sos.ga.gov/plb/contractors/)



**STATE OF GEORGIA**

**Brian P. Kemp, Secretary of State**  
Board for Residential and General Contractors  
General Contractor Qualifying Agent  
License No. GCQA005135 - Active

**David Michael O'Brien**  
**86 Richardson Court**  
**Fortson GA 31808**

Issued: 5/23/2016  
Expires 6/30/2020

Company Name: FieldTurf USA Inc  
Company License: GCCO005138

Real-time license verification is available at [sos.georgia.gov/PLB](http://sos.georgia.gov/PLB)



**Brad Little**  
Governor

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

PWC-C-16674 - AAA - 4

License Number

01/04/2011

Original License Issued


Categories: 02790, 02740, 02310

This is to certify that  
**FIELDTURF USA, INC.**

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

This license expires: 07/31/2020

\_\_\_\_\_  
Licensee Signature

  
\_\_\_\_\_  
Chris L. Jensen, Administrator



# State of Mississippi

## BOARD OF CONTRACTORS

**ACTIVE**

FIELDTURF USA, INC.  
7445 COTE-DE-LEISSEE STE. 200  
MONTREAL, QUEBEC, - H4T1G2

is duly registered and entitled to perform

- 1) ASPHALT    2) ATHLETIC FIELDS/GOLF COURSES
- 3) EXCAVATION, GRADING & DRAINAGE

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of May.. 2019*



**CERTIFICATE OF RESPONSIBILITY**

**No. 16435-SC**

Expires May. 8, 2020

*Joel A. Canell*  
\_\_\_\_\_  
CHAIRMAN OF THE BOARD



Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

FIELDTURF INTERNATIONAL INC

TAXPAYER IDENTIFICATION#:

582-330-410/000

ADDRESS:

486 BOWERS LANE  
FRANKLIN LAKES NJ 07417

EFFECTIVE DATE:

09/04/02

TRADE NAME:

SEQUENCE NUMBER:

0933885

ISSUANCE DATE:

09/06/02

*John E. Tully*  
Acting Director

FORM-BRC(08-01)

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** FIELDTURF USA INC.  
**Trade Name:**  
**Address:** 175 N. INDUSTRIAL BLVD  
CALHOUN, GA 30701  
**Certificate Number:** 0933885  
**Effective Date:** September 06, 2002  
**Date of Issuance:** August 23, 2019

**For Office Use Only:**  
20190823145038889



Certification 34146

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**

**FIELDTURF USA, INC.**  
**175 N. INDUSTRIAL BOULEVARD NE**  
**CALHOUN GA 30701**



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

Certificate Number  
631021

Registration Date: 06/18/2019  
Expiration Date: 06/17/2021



# State of New Jersey

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

### Public Works Contractor Registration Act

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

FieldTurf USA, Inc.  
**2019**

**Responsible Representative(s):**

Marie-France Nantel, Secretary  
Eric Daliere, CEO

**Responsible Representative(s):**

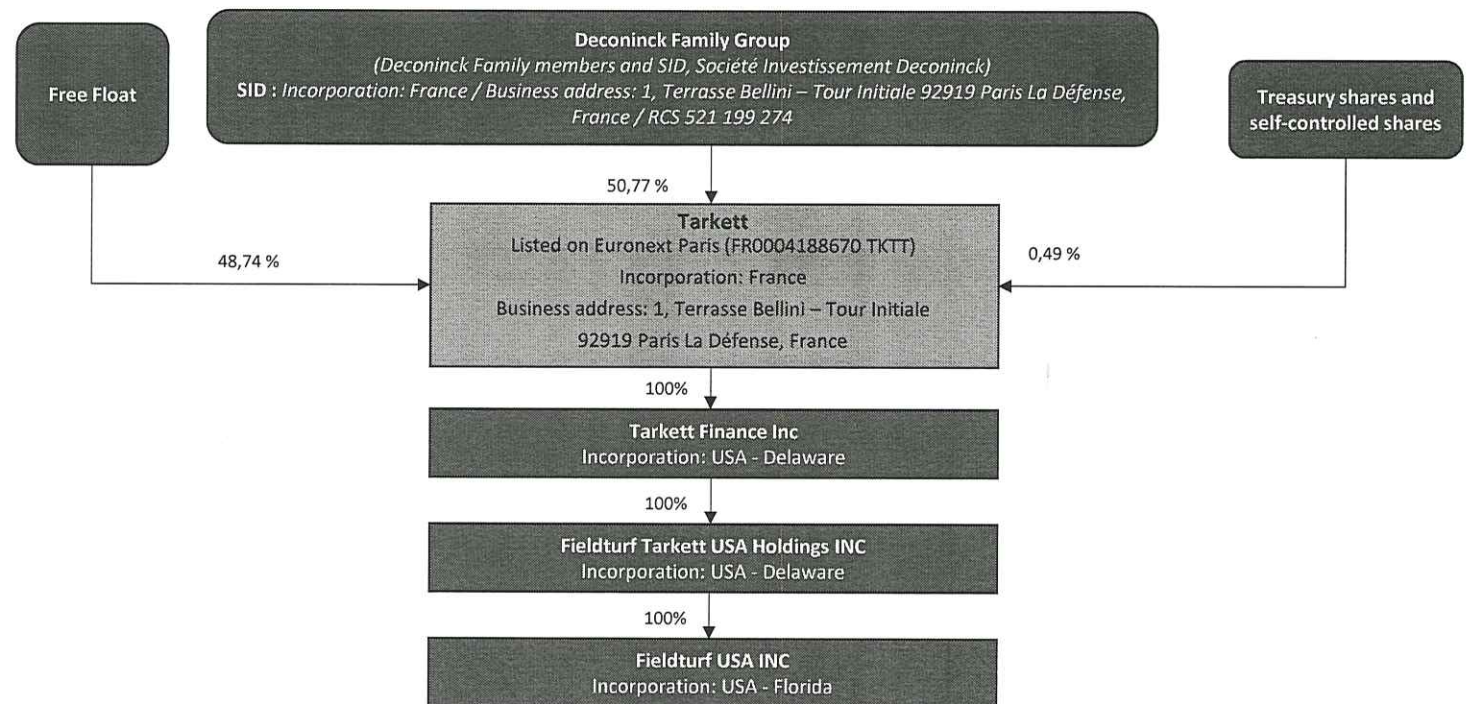
Souha Azar, Secretary  
Pedro Azevedo, CFO

A handwritten signature in black ink, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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



**Org Chart as of December 31, 2018**

Link to Tarkett corporate website informations : <https://www.tarkett.com/en/content/information-total-number-voting-rights-and-shares>

Link to Tarkett annual report 2018 : <https://www.tarkett.com/sites/default/files/2019%20Juridique/DDR/Tarkett%202018%20Registration%20Document.pdf>



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

Northern Nevada Office  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
(775) 688-1141

## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**BEYNON SPORTS SURFACES INC**

Licensed since March 06, 2007

License No. **0068035**

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

**PRINCIPALS:**

JOHN BEYNON, President  
MICHAEL GASPAROVIC, Treasurer, QI

**A-22 Unclassified**

**A22 IS DESIGNATED FOR SYNTHETIC RUNNING TRACKS AND  
GYMNASIUM FLOOR SURFACES ONLY**

**LIMIT: \$600,000**  
**EXPIRES 03/31/2020**

*Margaret Cavin*  
Chair, Nevada State Contractors Board



**STATE OF NEVADA  
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY  
LISTED BELOW IS LICENSED IN THE STATE OF  
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY, MD 21030

LIC. NO.  
0068035

EXPIRES:  
03/31/2020

LIMIT: \$600,000

Class: A-22  
A22 IS DESIGNATED FOR SYNTHETIC RUNNING TRACKS AND  
GYMNASIUM FLOOR SURFACES ONLY

**STATE OF NEVADA  
STATE CONTRACTORS BOARD**

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

**POCKET CARD RE-ORDER FORM**

Enclosed is \$\_\_\_\_\_ to cover the cost of \_\_\_\_\_ additional  
pocket cards at ten dollars (\$10.00) each.

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

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

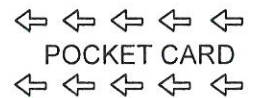
BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY, MD 21030



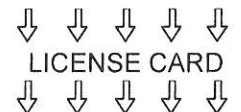
BEYNON SPORTS SURFACES INC  
19600 SW 129TH AVE STE A  
TUALATIN OR 97062

**CCB LICENSE 164916**

**CONSTRUCTION CONTRACTORS BOARD**



*fold and detach  
along  
perforation*



RESIDENTIAL BOND: \$20,000  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
INDEP. CONT. STATUS: NONEXEMPT  
RMI: TODD T GRIMES  
HOME INSPECTOR CERTIFIED: NO

LICENSE NUMBER: 164916  
EXPIRATION DATE: 06/20/2019  
ENTITY TYPE: Corporation  
ENDORSEMENT(S): Residential General Contractor and a  
Commercial General Contractor Level 1  
**BEYNON SPORTS SURFACES INC**  
19600 SW 129TH AVE STE A  
TUALATIN OR 97062



**STATE OF OREGON**  
**CONSTRUCTION CONTRACTORS BOARD**  
**LICENSE CERTIFICATE**

**LICENSE NUMBER: 164916**

This document certifies that:

**BEYNON SPORTS SURFACES INC**  
19600 SW 129TH AVE STE A  
TUALATIN OR 97062

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

**License Details:**

EXPIRATION DATE: 06/20/2019  
ENTITY TYPE: Corporation  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: \$20,000  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: TODD T GRIMES  
HOME INSPECTOR CERTIFIED: NO



FIELDTURF USA INC  
7445 COTEDELIESSE SUITE 200  
MONTREAL QUEBEC CANADA UN H4T1G2

**CCB LICENSE 181583**

RESIDENTIAL BOND: NONE  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
INDEP. CONT. STATUS: NONEXEMPT  
RMI: NOAH CONRAD SPEER  
HOME INSPECTOR CERTIFIED: NO

**CONSTRUCTION CONTRACTORS BOARD**

LICENSE NUMBER: 181583  
EXPIRATION DATE: 05/06/2020  
ENTITY TYPE: Corporation  
ENDORSEMENT(S): Commercial General Contractor Level 1

**FIELDTURF USA INC**  
**7445 COTEDELIESSE SUITE 200**  
**MONTREAL QUEBEC CANADA UN H4T1G2**

⇐ ⇐ ⇐ ⇐ ⇐  
POCKET CARD  
⇐ ⇐ ⇐ ⇐ ⇐

*fold and detach  
along  
perforation*

↓ ↓ ↓ ↓ ↓  
LICENSE CARD  
↓ ↓ ↓ ↓ ↓

**STATE OF OREGON**  
**CONSTRUCTION CONTRACTORS BOARD**  
**LICENSE CERTIFICATE**

**LICENSE NUMBER: 181583**

This document certifies that:

**FIELDTURF USA INC**  
**7445 COTEDELIESSE SUITE 200**  
**MONTREAL QUEBEC CANADA UN H4T1G2**

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

**License Details:**

EXPIRATION DATE: 05/06/2020  
ENTITY TYPE: Corporation  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: NONE  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: NOAH CONRAD SPEER  
HOME INSPECTOR CERTIFIED: NO



STATE OF UTAH  
DEPARTMENT OF COMMERCE  
ACTIVE LICENSE

**Fieldturf USA Inc**  
7445 COTE DE LIESSE RD STE 200  
MONTREAL PQ H4T 1G2  
CANADA

EFFECTIVE  
11/30/2019

EXPIRATION  
11/30/2021

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

7330453-5501 Contractor With LRF  
E100, S310, S330

DBAs: None Associated

**IMPORTANT LICENSURE REMINDERS:**

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

FIELDTURF USA INC  
7445 COTE DE LIESSE RD STE 200  
MONTREAL PQ H4T 1G2  
CANADA

Please visit our web site at  
[www.dopl.utah.gov](http://www.dopl.utah.gov) should you have any  
questions in the future.

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING  
ACTIVE LICENSE

EFFECTIVE DATE: 11/30/2019  
EXPIRATION DATE: 11/30/2021

ISSUED TO: **Fieldturf USA Inc**  
7445 COTE DE LIESSE RD STE 200  
MONTREAL PQ H4T 1G2  
CANADA

THE GREAT SEAL OF THE STATE OF UTAH  
1896

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

7330453-5501 Contractor With LRF DBAs: None Associated  
E100, S310, S330

# Certificate of License Renewal

Control Number: 7605416-5501-20191126

Your license has been renewed and this temporary Certificate of License Renewal allows you to practice. In approximately 15 to 30 working days you will receive your wallet card and wall certificate in the mail. If you do not receive it within this time, please contact DOPL immediately at (801) 530-6628 or (866) 275-3675 (tollfree in Utah only).

## DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

### Certificate of License Renewal

Control Number: 7605416-5501-20191126

**RENEWAL DATE:** 11/26/2019

**EXPIRATION DATE:** 11/30/2021

**ISSUED TO:** Beynon Sports Surfaces, Inc.



#### REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAILS(S)


7605416-5501	Contractor With LRF
--------------	---------------------

Please note that DOPL reserves the right to initiate action at any time against a licensee who did not meet the renewal/reinstatement requirements at the time this license was issued.



\*\*\* CHECK LICENSE CARD, CERTIFICATE, CLASSIFICATION(S), AND CONTRACT LIMIT FOR ACCURACY \*\*\*  
LICENSE RENEWALS - YOUR LICENSES EXPIRES ON 10/31/2020. Renewing is only available 3-4 months prior to this date; renewal notices will be mailed out. Renewal website: <https://renewals.lironline.com/RegLogin.asp>. If you do not renew your license by January 31st after your expiration date, you must submit an initial application, Doc #165, financial statement and \$350 to reinstate your license - website: [www.lironline.com/pol/contractors](http://www.lironline.com/pol/contractors).

\*\* THIS IS A 2-PART POCKETCARD! FOLD CARD - DO NOT CUT OR TEAR CARD IN HALF! \*\*  
BOTH PARTS OF POCKETCARD MUST BE PRESENTED TO CUSTOMER, PERMIT OFFICE, BUILDING OFFICIAL, ETC. AT ALL TIMES!

*** LICENSE# - G116980 ***	CCB1041607
South Carolina Department of Labor, Licensing and Regulation SC Contractor's Licensing Board certifies: <b>GENERAL CONTRACTOR</b> FIELDTURF USA INC 133 N INDUSTRIAL BLVD NE CALHOUN GA 30701 to practice the following: BD5 GD5 HI5 HY5 BT5 MS5 RR5 WL5	*** LICENSE# - G116980 *** CCB1041607 EXPIRATION DATE: 10/31/2020 <b>GENERAL CONTRACTOR</b> FIELDTURF USA INC is certified to practice the following: BD5 GD5 HI5 HY5 BT5 MS5 RR5 WL5 License Classification(s) is the 2 letters in front of number License Group# Limit is number after 2-letter classification (see Letter Abbreviation Key & Group Limit on back) Qualifying Party(s): FREDERICKA BALLARD II
Effective License Date: 07/04/2018 Initial License Date: 01/09/2012 EXPIRATION DATE: 10/31/2020	 Administrator

**DO NOT PEEL CARD FROM A CORNER**

**To remove card from backing**

- Bend form back from the outside edge
- Pull card off backing

WALL CERTIFICATE BELOW:

STATE OF SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION SC CONTRACTOR'S LICENSING BOARD		CCB1041607
LICENSE# - G116980	The following licensee:	LICENSE# - G116980
FIELDTURF USA INC 133 N INDUSTRIAL BLVD NE CALHOUN GA 30701		
has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:		
<b>GENERAL CONTRACTOR</b>		
for the Classification(s) and Group Limitation shown below:		
BD5 GD5 HI5 HY5 BT5 MS5 RR5 WL5		
*** Group Number and Dollar Limitations: ***		
EXPIRATION DATE: 10/31/2020	The number after your 2-letter classification(s) above is your Group#	
Effective License Issue: 07/04/2018	Group #1 - \$50,000	Group #3 - \$500,000
	Group #2 - \$250,000	Group #4 - \$1,000,000
		



# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

06-30-2020

NUMBER

2705106035

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



FIELDTURF USA INC  
7445 COTE-DE-LIESSE, SUITE 200  
MONTREAL, QC H4T 1G2 CANADA



Status can be verified at <http://www.dpor.virginia.gov>

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* H/H RFC

NUMBER: 2705106035 EXPIRES: 06-30-2020

FIELDTURF USA INC  
7445 COTE-DE-LIESSE, SUITE 200  
MONTREAL, QC H4T 1G2 CANADA



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

Department of Labor and Industries  
PO Box 44450  
Olympia, WA 98504-4450

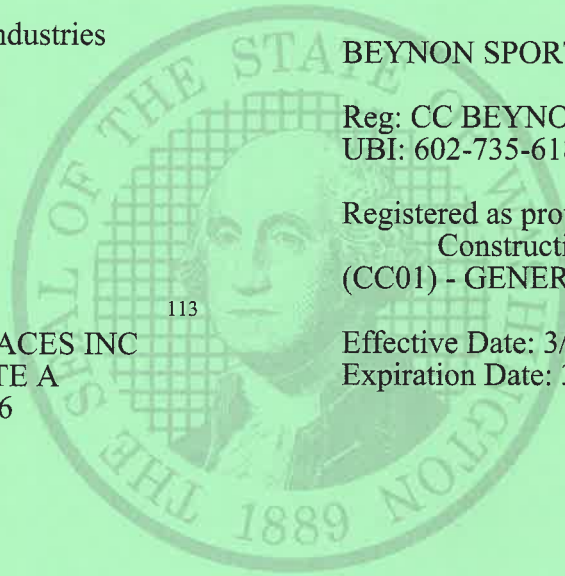
BEYNON SPORTS SURFACES INC

Reg: CC BEYNOSS881D9  
UBI: 602-735-618

Registered as provided by Law as:  
Construction Contractor  
(CC01) - GENERAL

BEYNON SPORTS SURFACES INC  
19600 SW 129TH AVE, STE A  
TUALATIN OR 970628846

Effective Date: 3/29/2012  
Expiration Date: 3/29/2020





# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV043760

Classification:  
GENERAL BUILDING

FIELDTURF USA INC  
DBA FIELDTURF USA INC  
175 N INDUSTRIAL BLVD NE  
CALHOUN, GA 30701

Date Issued

JUNE 05, 2019

Expiration Date

JUNE 05, 2020

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

Authorized Company Signature

*Gene Thayer*  
Chair, West Virginia Contractor  
Licensing Board

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



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV037122

**Classification:**  
SPECIALTY

BEYNON SPORTS SURFACES INC  
DBA BEYNON SPORTS SURFACES INC  
16 ALT ROAD  
HUNT VALLEY, MD 21030

**Date Issued**


MAY 18, 2019

**Expiration Date**

MAY 18, 2020



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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



## State Licensing Board for Contractors

This is to Certify that:

BEYNON SPORTS SURFACES, INC.  
16 Alt Road  
Hunt Valley, MD 21030

is duly licensed and entitled to practice the following classifications

SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES



Expiration Date: October 28, 2021

License No: 39893

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 29th day of October 2018

Director

Chairman

Treasurer

This License Is Not Transferrable

Co.	STATE	License Number	License Class
FTUSA	Alabama	51948	General Contractor
FTUSA	Alabama	S-40652	Sub-Contractor
FTUSA	Alaska	CONE33631	General Contractor
FTUSA	Arizona	314411	Dual KA
FTUSA	Arkansas	172490416	General Contractor
FTUSA	California (Public Works License-DIR)	1000004625	DIR license
FTUSA	California	849044	
FTUSA	Delaware	2008203565	331-Contractor-Resident
FTUSA	Florida	CGC1507328	General Contractor
FTUSA	Georgia	GCCO005138	General Contractor Company
FTUSA	Idaho (PWC)	PWC-C-16674-AAA-4	20790, 02740, 02310
FTUSA	Idaho (Burreau of Occupational Licenses - non- public bids)	RCE-38454	
FTUSA	Indiana	20150366	General Contractor
FTUSA	Iowa	C106260	Registered Contractor
FTUSA	Kansas	n/a	n/a
FTUSA	Louisiana	CL.0045097	artificial turf, specialty, recreation & sporting facilities
FTUSA	Mississippi	16435-SC	Asphalt, Excavating, Grading & Drainage
FTUSA	Montana	156033	Construction Contractor
FTUSA	Nevada	68611	C10 Limited to synthetic turf only
FTUSA	*New Jersey	631021	Public Works Contractor
FTUSA	*New Jersey		School Development Authority Prequal
FTUSA	New Mexico	363013	GF05 and GB98 (General Builder);
FTUSA	New Mexico	2471720120608	Department of Public Works (Workforce Solutions)
FTUSA	North Carolina	66648	General Contracting
FTUSA	North Dakota	49661	Class A Contractor
FTUSA	Oregon	181583	GC - Commercial & Residential
FTUSA	Rhode Island	40614	Class C Commercial
FTUSA	South Carolina	G116980	BD5 GD5 H15 BT5 MS5 RR5 WL5
FTUSA	Tennessee	57455	S-Athletic & S-Running



FTUSA	Utah	7330453-5501	E100, S310, S500
FTUSA	Virginia	2705106035	Class A Highway & Rec Facility
FTUSA	Washington	CC01 FIELDU1955JH	Construction Contractor
FTUSA	West Virginia	WV043760	General Building
FTUSA	Wyoming		Department of Workforce Services
FTUSA	Wyoming ****depends on county/city	3564	General
FTUSA	Wyoming ****depends on county/city	3074	Excavation & Grading
Beynon	Alabama	37115	MU-S (Recreational Areas) SC: Running Tracks
Beynon	Alaska	972384	23 - Construction
Beynon	Arizona	239879	CR-5
Beynon	Delaware	2002108228	335 - Contractor-Non-Resident
Beynon	Florida	CGC1525782	General Contractor
Beynon	Idaho	PWC-C-16549 - Unlimited - 4	02790, 09600, 09680
Beynon	Iowa	C101063	
Beynon	Louisiana	39893	recreation & sporting facilities & golf course
Beynon	Maryland	3314360	Contractor Registration
Beynon	Massachusetts	1537	Certificate of Eligibility
Beynon	Mississippi	14821-SC	Athletic Fields/Golf Courses Recreation Construction
Beynon	Montana	155905	Contractor Registration
Beynon	Nebraska	27310	Contractor Registration
Beynon	Nevada	68035	A-22 Designated for Synthetic Running Tracks and Gymnasium Floor Surfaces only
Beynon	New Jersey	62443	
Beynon	New Mexico	373521	GS29
Beynon	North Dakota	37161	Class A Contractor
Beynon	Oregon	164916	GC - Commercial General Contractor (Level 1)
Beynon	Tennessee	49508	Contractor
Beynon	Utah	7605416-5501	S500
Beynon	Virginia	2705069637	Class A contractor
Beynon	Virgin Islands	2-32538-3L	Painting Contractor
Beynon	Washington	CC BeynoSS881D9	Construction Contractor
Beynon	West Virginia	WV037122	Speciality
Easyturf	California		C27, C61/D12

L.E.R. Inc.	New Mexico	394149	GB98
-------------	------------	--------	------



### **Manufacturer's Limited Warranty**

FieldTurf warrants that if **FieldTurf** FTRV-1 (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, UV degradation, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf provides its written authorization, within eight (8) years from the date of completion of installation (as indicated in this Warranty), FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. **FieldTurf** warrants that all materials installed meet or exceed the product specifications and further warrants that replacement material will be available through the Warranty period. **FieldTurf** will verify that their representative has inspected the installation and that the work conforms to **FieldTurf's** requirements and further warrants that the installation was done in accordance with both **FieldTurf's** recommendations and any written directives of FieldTurf's representative. This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. **FieldTurf** warrants that the G-max to maintain a value of below 135 at installation and no greater than 185 for the life of the warranty, as per ASTM 1936 and F-355 standards, providing that the customer has performed the regular maintenance as outlined in the maintenance guidelines. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourse which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder.

Field Markings: Football, Soccer

### **Other Exclusions**

**EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.**

Furthermore, this Manufacturer's Limited Warranty **does not cover**:

1. Damage resulting from accident, *force majeure*, misuse, intentional and unintentional abuse, infill displacement, and neglect or from other than normal play and ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas of, but not limited to, home plate, pitcher's mound, base areas, base paths, soccer penalty mark/spot areas, goal areas, sideline areas and lacrosse crease areas, all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and may require regular replacement.

**This warranty is insured by a third party.**

For more information please contact Customer Service at FieldTurf at the number listed below.  
7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •







### **Manufacturer's Limited Warranty**

2. Damage resulting from failure to maintain the Product in accordance with FieldTurf's Maintenance Guidelines provided to the Purchaser. The Purchaser shall keep a log of all maintenance performed on the Product and supply FieldTurf with a copy upon request.
3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf or an authorized FieldTurf distributor or authorized FieldTurf maintainer.
4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
6. FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.**
7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty, wear and tear depends on, without limitation, the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field can be found in the "Field Settling" document, provided in the FieldTurf after-sales service package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than the sporting activities provided herein or any other uses for which FieldTurf gives its written authorization, it being understood that FieldTurf has tested the Product for use in connection with these sporting activities and may not have tested it for other uses, FieldTurf shall not be responsible for any and all damages incurred and the Manufacturer's Limited Warranty, as well as all legal warranties, shall become null and void. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser:

Date of completion:

Location:

Address:

State:

Tel:

Signature:

Date:

Sporting Activities:

Installed by:

City:

Zip:

Fax:

(Please Print Name)

Reference:

Multi-Sport use

FieldTurf USA Inc.

Darren Gill

0000

**This warranty is insured by a third party.**

For more information please contact Customer Service at FieldTurf at the number listed below.  
7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •





### **Manufacturer's Limited Warranty**

FieldTurf warrants that if **FieldTurf FTRV-1F (Product)** for multi-sport use synthetic turf proves to be defective in material or installation workmanship, UV degradation, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf provides its written authorization, within eight (8) years from the date of completion of installation (as indicated in this Warranty), FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. FieldTurf warrants that all materials installed meet or exceed the product specifications and further warrants that replacement material will be available through the Warranty period. FieldTurf will verify that their representative has inspected the installation and that the work conforms to FieldTurf's requirements and further warrants that the installation was done in accordance with both FieldTurf's recommendations and any written directives of FieldTurf's representative. Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. **FieldTurf** warrants that the G-max to maintain a value of below 135 at installation and no greater than 185 for the life of the warranty, as per ASTM 1936 and F-355 standards, providing that the customer has performed the regular maintenance as outlined in the maintenance guidelines. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourse which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder.

**For the designated high-traffic areas (Home Plate, Pitcher's Mound, Base areas, Base Paths) and all synthetic turf installed anywhere on the infield, the above-noted warranty applies except that the applicable warranty period shall be limited to a two (2) year manufacturer's warranty.**

Field Markings: Baseball, Softball

### **Other Exclusions**

**EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**THIS WARRANTY SHALL BECOME NULL AND VOID IF PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.**

Furthermore, this Manufacturer's Limited Warranty **does not cover:**

1. Damage resulting from accident, *force majeure*, misuse, intentional and unintentional abuse, infill displacement, and neglect or from other than normal play and ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas of, but not limited to, home plate, pitcher's mound, base areas, base paths all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and may require regular replacement.
2. Damage resulting from failure to maintain the Product in accordance with the baseball specific maintenance and use instructions provided to the buyer. Given the nature of baseball, this warranty shall be conditional upon the owner carrying out regular baseball specific field maintenance as specified in FieldTurf's applicable maintenance manuals/guidelines and maintaining written logs showing same. The owner understands the particular baseball requirement for frequent in-fill replenishment and maintenance on bases, base paths and anywhere else in-fill is naturally displaced.

**This warranty is insured by a third party.**

For more information please contact Customer Service at FieldTurf at the number listed below.  
7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •





### **Manufacturer's Limited Warranty**

3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf or an authorized FieldTurf distributor or authorized FieldTurf maintainer.
4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
6. FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.**
7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty, wear and tear depends on, without limitation, the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field can be found in the "Field Settling" document, provided in the FieldTurf after-sales service package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than the sporting activities provided herein or any other uses for which FieldTurf gives its written authorization, it being understood that FieldTurf has tested the Product for use in connection with these sporting activities and may not have tested it for other uses, FieldTurf shall not be responsible for any and all damages incurred and the Manufacturer's Limited Warranty, as well as all legal warranties, shall become null and void. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser:			
Date of completion:		Sporting Activities:	Multi-Sport Use
Location:		Installed by:	FieldTurf USA
Address:		City:	
State:		Zip:	
Tel:		Fax:	
Signature:		(Please Print Name)	Darren Gill
Date:	December 15 <sup>th</sup> , 2015	Reference:	0000

**This warranty is insured by a third party.**

For more information please contact Customer Service at FieldTurf at the number listed below.  
7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •





## TRACK WARRANTY (FULL DEPTH)

Beynon Sports Surfaces guarantees the installation of the rubber athletic surface to be free from defects in materials and workmanship for a period of (5) years from completion of installation. Should any defect occur, repairs will be made free of charge. This guarantee covers only the work performed by Beynon Sports Surfaces.

The guarantee covers track and field use only, and shall not be interpreted as holding Beynon Sports Surfaces responsible for any deterioration of the work due to normal use or the abuses of the installation. Abuse of the installation specifically includes, but is not limited to:

- 1) Use of the track by motor vehicles or equipment.
- 2) Use of the track for other than track and field activity (i.e. parades, assembly, and bleachers).
- 3) Damage to the surface caused by football, soccer, or baseball.
- 4) Vandalism.

The owner acknowledges that the sub-base and the base are a completely separate installation and are not covered by this guarantee. This guarantee does not cover the base asphalt or problems in the Beynon rubber track surface which are a result of defect, cracking, shifting or deterioration of the base asphalt or vegetation growth through the base asphalt.

The track striping, when provided by Beynon Sports Surfaces is guaranteed as above to be free from defects in materials and workmanship. Fading due to normal use is excluded.

This warranty is the exclusive and sole remedy of the owner. Prior to warranty being effective, all bills associated with the installation of the track system must be paid in full.

---

Beynon Sports Surfaces

---

Project

---

Date

## MAINTENANCE TRACK SURFACE WARRANTY

Beynon Sports Surfaces. guarantees the installation of the rubber athletic surface to be free from defects in materials and workmanship for a period of (1) one year from completion of installation. Should any defect occur, repairs will be made free of charge. This guarantee covers only the work performed by Beynon Sports Surfaces.

The guarantee covers track and field use only, and shall not be interpreted as holding Beynon Sports Surfaces responsible for any deterioration of the work due to normal use or the abuses of the installation. Abuse of the installation specifically includes, but is not limited to:

- 1) Use of the track by motor vehicles or equipment.
- 2) Use of the track for other than track and field activity (i.e. parades, assembly, and bleachers).
- 3) Damage to the surface caused by football, soccer, or baseball.
- 4) Vandalism.

The owner acknowledges that the sub-base and the base are a completely separate installation and are not covered by this guarantee. This guarantee does not cover the base asphalt or problems in the Beynon rubber track surface which are a result of defect, cracking, shifting or deterioration of the base asphalt or vegetation growth through the base asphalt.

The track striping, when provided by Beynon Sports Surfaces is guaranteed as above to be free from defects in materials and workmanship. Fading due to normal use is excluded.

This warranty is the exclusive and sole remedy of the owner. Prior to warranty being effective, all bills associated with the installation of the track system must be paid in full.

---

Beynon Sports Surfacing

---

Project

---

Date

## COURT WARRANTY

Beynon Sports Surfaces and California Products Corp. guarantees the installation of the tennis court surface to be free from defects in materials and workmanship for a period of (1) one year from completion of installation. Should any defect occur, repairs will be made free of charge. This guarantee covers only the materials and work performed by Beynon Sports Surfaces and their sub-contractors.

The guarantee covers tennis court use only, and shall not be interpreted as holding Beynon Sports Surfaces or California Products Corp. responsible for any deterioration of the work due to normal use or the abuses of the installation. Abuse of the installation specifically includes, but is not limited to:

- 1) Use of the tennis/basketball court by motor vehicles or equipment.
- 2) Use of the tennis court for other than tennis activity.
- 3) Damage to the surface caused by vandalism.

The owner acknowledges that the sub-base and the base are a completely separate installation and are not covered by this guarantee. This guarantee does not cover the base asphalt/concrete or problems in the court surfacing system which are a result of defect, cracking, shifting or deterioration of the base asphalt/concrete or vegetation growth through the base asphalt/concrete.

The court striping, when provided by Beynon Sports surfaces is guaranteed as above to be free from defects in materials and workmanship. Fading due to normal use is excluded.

This warranty is the exclusive and sole remedy of the owner. Prior to warranty being effective, all bills associated with the installation of the court system must be paid in full.

\_\_\_\_\_  
Beynon Sports Surfaces                      California Products Corp.

\_\_\_\_\_  
Project

\_\_\_\_\_  
Date





### Landscaping - Manufacturer's Limited Warranty

FieldTurf warrants its FieldTurf Landscaping Grass for a period of 8 years under the following conditions: If FieldTurf's Landscaping, grass proves to be defective in material, resulting in premature wear, FieldTurf will, at its sole option, replace or repair such defect at no charge to the customer. No cash refunds will be made. Premature wear is described as a loss of more than 50% of the pile height of the grass during normal and ordinary use of the Product for use as Landscaping grass. This warranty term is for installations located at altitudes of or below 5000 sq. ft. above sea level. This warranty does not come into effect until the Certificate of Completion has been signed by the purchaser and sent for validation to the head office of FieldTurf indicated below within 30 days of installation or customer use, whichever shall occur first. Once validated, the warranty period commences as at the date of completion of the installation.

While FieldTurf can be used aesthetically in a residential or commercial environment, it is not designed or intended for residential or commercial playground area usage which requires the Playground product plus a safety pad.

### Other Exclusions

**EXCEPT AS EXPRESSLY SET FORTH IN MANUFACTURER'S LIMITED WARRANTY ABOVE, MANUFACTURER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Furthermore, this Manufacturer's Limited Warranty does not cover:**

1. Any part of the installation procedure.
2. Damage resulting from accident, force majeure, misuse, intentional or unintentional abuse, infill displacement and neglect or from other than normal and ordinary use of the Product. Normal play and ordinary use includes a reasonable number of users and does not include repetitive activity.
3. Damage resulting from failure to maintain the Product in accordance with the maintenance and use instructions provided to the buyer. Buyer shall produce maintenance logs.
4. Damage resulting from repair, attempted repair or maintenance by anyone other than FieldTurf or an authorized distributor or authorized third party serviceman.
5. Damage due to causes which include but are not limited to the application of chemicals or cleaning agents, adhesive backing, dirt, traffic, normal matting, magnifying effect of sun rays through windows, negligence, vandalism, fire, flood, windstorm, improper care and animals.
6. Failure or improper design of the base, including depression of the soil or matter upon which the base or Product rests.
7. Damages resulting from bodily injury (including death), personal injury, property damage, or economic losses that may arise out of use of the Product or the interface of the Product with any structure or equipment.
8. Any additional warranties and/or promises offered by a third party.

We disclaim liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. Any product repairs or replacements performed under the terms of this guarantee shall not lead to any extension whatsoever of the guarantee.

<b>Name of purchaser:</b>	<input type="text"/>		
<b>Date of completion:</b>	<input type="text"/>	<b>Activities:</b>	<input type="text"/>
<b>Location:</b>	<input type="text"/>	<b>Installed by:</b>	<input type="text"/>
<b>Address:</b>	<input type="text"/>	<b>City:</b>	<input type="text"/>
<b>Country:</b>	<input type="text"/>	<b>Zip:</b>	<input type="text"/>
<b>Tel:</b>	<input type="text"/>	<b>Fax:</b>	<input type="text"/>
<b>Signature:</b>	<input type="text"/>	<b>(Please Print Name)</b>	<input type="text"/>
<b>Date:</b>	<input type="text"/>	<b>Reference:</b>	<input type="text"/>

FieldTurf 8088 Montview Road, Montreal, Quebec, Canada, H4P 2L7  
Toll Free: 1-800-724-2969, (514) 340-9311, Fax (514) 340-9374



### **Manufacturer's Limited Warranty**

FieldTurf warrants that if **FieldTurf FT CORE** (Product) for multi-sport use synthetic turf proves to be defective in material, installation workmanship, therefore resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, within **ten (10) years** from the date of completion of installation as indicated in this Warranty, FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourses which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, but without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder.

**Field Markings:** Football, Soccer

### **Other Exclusions**

**EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.**

Furthermore, this Manufacturer's Limited Warranty **does not cover:**

1. Any damage resulting, directly or indirectly, from *force majeure*, accident, misuse, intentional and unintentional abuse, infill displacement, neglect; or from usage, unintentional or otherwise, that cannot reasonably be considered as normal play or ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas including, but not limited to, home plate, pitcher's mound, base areas, base paths, soccer penalty mark/spot areas, goal areas, sideline areas and lacrosse crease areas, all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and which may require regular replacement. This Warranty is expressly conditioned upon the Customer completing and submitting the FieldTurf Maintenance Log provided in FieldTurf's Maintenance Guidelines.
2. Damage resulting from failure to maintain the Product in accordance with FieldTurf's Maintenance Guidelines provided to the Purchaser. The Purchaser shall keep a log of all maintenance performed on the Product and supply FieldTurf with a copy upon request.





### **Manufacturer's Limited Warranty**

3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf, an authorized FieldTurf distributor or an authorized FieldTurf maintainer.
4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
6. FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.**
7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which does not constitute a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty and without limitation, the extent of the wear and tear depends on the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field is more fully explained in the "Field Settling" document, provided in the FieldTurf After-Sales Service Package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product be used for purposes other than the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, FieldTurf shall not be responsible for damages resulting therefrom and, therefore, this Warranty, as well as any and all applicable legal warranties, shall become **null and void** as Purchaser understands that FieldTurf has tested the Product for use in connection with the said sporting activities and/or uses, and that it may not have tested the Product for other such uses. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser: **CLIENT NAME**  
Date of Completion:  
Location:  
Address:  
State:  
Tel:  
Signature:  
Date: May 22, 2018

Sporting Activities: Multi-Sport Use  
Installed by: FieldTurf USA, Inc.  
City:  
Zip:  
Fax/email:  
Name : Darren Gill  
Reference: 8800

### **This warranty is insured by a third party.**

For more information please contact Customer Service at FieldTurf at the number listed below.  
7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •

**Disclaimer.** The information in this document is subject to change without notice and should not be construed as a commitment by FieldTurf USA, Inc. FieldTurf assumes no responsibility for any errors that may appear in this document.



# Tarkett Sports

## EIGHT- YEAR LIMITED MANUFACTURER'S WARRANTY

**ARRANTOR:** FieldTurf USA, Inc.  
175 N Industrial Blvd N.E.  
Calhoun, Georgia  
30701

**OWNER:** ( Insert Owner's Name and Address )

**PRODUCT:** PolyTurf Plus Pad Pour

**ARRANT :** FieldTurf warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, so long as the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

**ARRANT PERIOD:** This Warranty shall be in force for a period of 96 months from the Effective Date as defined below.

**RESPONSE FOR WARRANT REPAIRS:** FieldTurf agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after FieldTurf carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by FieldTurf within a reasonable time from FieldTurf's receipt of Owner's written notice requesting such repairs.

**LIMITATIONS AND EXCLUSIONS:** This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) the installation process of the Surface on the Owner's base; (b) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (c) an inadequate or defective pre-existing base or surface; (d) the inherent characteristics of the earth or surface upon which the Surface is installed; (e) misuse, abuse, or deliberate acts of vandalism; (f) accident, negligence, or acts of God; (g) static or dynamic loads exceeding FieldTurf's recommendations; (h) use of improper cleaning methods; or (i) Owner's failure to care for and maintain the Surface in accordance with FieldTurf's written instructions. FieldTurf does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by FieldTurf and which are used in connection with installing the Surface. This Warranty shall be of no force and effect if FieldTurf is not paid in full for the Surface and FieldTurf's obligations under this Warranty are expressly contingent upon FieldTurf being paid in full for the Surface.

This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without FieldTurf's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

**THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR ARISING OUT OF OPERATION OF LA INCLUDING ( BUT NOT LIMITED TO) AN IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON FIELDTURF'S PART. FIELDTURF SHALL NOT BE LIABLE FOR ANY DAMAGES UNDER TORT CONTRACT OR STRICT LIABILITY AND OR INCIDENTAL CONSEQUENTIAL SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY .**

# Tarkett Sports

**FIELDTURF'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR AN PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. FIELDTURF'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.**

**MAINTENANCE INSTRUCTIONS:** FieldTurf has supplied Owner with a copy (attached) of the Maintenance Manual containing written instructions for the care and maintenance of the Surface. Owner acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference.

**CLAIMS:** All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: FieldTurf USA, Inc., Indoor Division, 175 N Industrial Blvd N.E., Calhoun, Georgia 30269.

**INSPECTIONS AND TESTS:** FieldTurf shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as FieldTurf in its discretion may deem advisable. Owner shall promptly furnish FieldTurf with a copy of all written reports of any tests performed by Owner or on Owner's behalf. FieldTurf shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that FieldTurf shall pay for the costs of all tests and analyses conducted or directed by FieldTurf representatives.

**EFFECTIVE DATE:** The Effective Date of this Warranty is the \_\_\_\_ day of \_\_\_\_\_, 2014.

**FieldTurf USA Inc.**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Enclosed: Instructions for Care and Maintenance of your Product

# Tarkett Sports

## MANUFACTURER'S LIMITED WARRANTY

**WARRANTOR:** FieldTurf, USA Inc.  
175 N Industrial Boulevard NE  
Calhoun, Georgia 30701  
USA

**OWNER:** ("Insert Owner's Name and Address")

**SURFACE:** OMNISPORTS  
("Surface")

### WARRANTY DESCRIPTION AND WARRANTY PERIODS:

**LIMITED PRODUCT DEFECT WARRANTY:** FieldTurf USA, Inc. ("FieldTurf") warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, as long as the Surface was installed in accordance with the drawings, plans and specifications for the Surface. The Limited Product Defect Warranty shall be in force for a period of ten (10) years from the Effective Date as defined below.

**LIMITED WEAR WARRANTY:** FieldTurf warrants to Owner, subject to the terms and conditions contained in this Warranty, that there will be no wear-through of the Surface's wear layer under normal use and service, as long as the Surface was installed in accordance with the drawings, plans and specifications for the Surface. For purposes of the Limited Wear Warranty, "wear-through" refers to the top layer of the Surface and means a complete loss of the wear-layer so that the printed layer (pattern or color) is materially changed or affected. The Limited Wear Warranty only shall be in force for a period of fifteen (15) years from the Effective Date.

**RESPONSE FOR WARRANTY REPAIRS:** FieldTurf agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after FieldTurf carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by FieldTurf within a reasonable time after FieldTurf's receipt of Owner's written notice requesting such repairs. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Surface, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Surface.

**LIMITATIONS AND EXCLUSIONS:** This Warranty does not apply to any defect, failure, damage, and/or accelerated, undue or excessive wear in or to the Surface caused by or connected with: (a) the installation process of the Surface on the Owner's base; (b) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (c) an inadequate or defective pre-existing base or surface; (d) the inherent characteristics of the earth or surface upon which the Surface is installed; (e) misuse, abuse, or deliberate acts of vandalism; (f) accident, negligence, or acts of God; (g) static or dynamic loads exceeding FieldTurf's recommendations; (h) use of improper cleaning methods; (i) the introduction or accumulation of moisture around or under the Surface; (j) Owner's failure to care for and maintain the Surface in accordance with FieldTurf's Maintenance Manual and other written instructions; or (k) use which is not generally accepted as a typical use of the Surface. FieldTurf does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by FieldTurf and which are used in connection with installing the Surface. This Warranty shall be of no force and effect if FieldTurf is not paid in full for the Surface and FieldTurf's obligations under this Warranty are expressly contingent upon FieldTurf being paid in full for the Surface.

For more information please contact the Indoor division of FieldTurf at (888) 364-6541.



# Tarkett Sports

This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without FieldTurf's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON FIELDTURF'S PART. FIELDTURF USA, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY AND/ OR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY.**

**FIELDTURF'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. FIELDTURF'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.**

**MAINTENANCE INSTRUCTIONS:** FieldTurf has made available or supplied Owner with a copy of the Maintenance Manual containing written instructions for the care and maintenance of the Surface. Owner acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference. If a Maintenance Manual is not received by Owner at the time of issuance of this warranty, it is the owner's obligation to request and maintain record of receipt.

**CLAIMS:** All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: FieldTurf USA, Inc. Indoor Division, 175 N Industrial Blvd. Calhoun, Georgia, 30701.

**INSPECTIONS AND TESTS:** FieldTurf shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as FieldTurf in its discretion may deem advisable. Owner shall promptly furnish FieldTurf with a copy of all written reports of any tests performed by Owner or on Owner's behalf. FieldTurf shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that FieldTurf shall pay for the costs of all tests and analyses conducted or directed by FieldTurf representatives.

**GOVERNING LAW AND CONSENT:** This Warranty shall be governed by and interpreted in accordance with the law of the State of Georgia.

**EFFECTIVE DATE:** The Effective Date of this Warranty is the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**OWNER'S NAME**

**FieldTurf USA, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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