

# TIPS VENDOR AGREEMENT

Between Sprinturf, LLC 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 charges 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. 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 Sprinturf, LLC

Address 146 Fairchild St, Suite 150

City Daniel Island State SC Zip 29492

Phone (843) 936-6023 Fax (843) 410-5712

Email of Authorized Representative bcheskin@sprinturf.com

Name of Authorized Representative Bruce Cheskin

Title Exec. Vice President

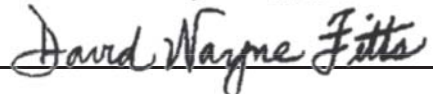
Signature of Authorized Representative 

Date 3/26/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

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 Sprinturf LLC 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

## Sprinturf LLC Information

Address: 146 Fairchild St  
Suite 205  
Suite 150  
Daniel Island, SC 29492  
Phone: (877) 686-8873  
Fax: (843) 284-8823

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

Matthew Olds

*Signature*

*Submitted at 3/30/2020 2:27:11 PM*

molds@sprinturf.com

*Email*

## Requested Attachments

### Vendor Agreement part 1

1s - 200205 Vendor Agreement\_PART ONE ONLY.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

2s - 200205 Agreement\_Signature\_Form\_PART ONE ONLY.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

3s - 200205 Vendor\_Agreement\_JOC\_PART 2 ONLY.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

4s - 200205 Agreement\_Signature\_Form\_PART 2 ONLY.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

5s - 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

6s - 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

7.5s - 200205 PART 2 JOC RS MEANS pricing form.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

8s - 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

9s - Sprinturf Proposed Goods & Services - TIPS 200205.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 *No response*

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

13s - 8 Year Warranty & 3rd Party Proposal Sheet.pdf

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

## Supplementary

14s - Sprinturf Supplemental.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

ASBA Certificate of Membership.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

16s - Sprinturf - transparent logo.png

## Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *No response*

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 18s - CERTIFICATION OF CORPORATE OFFERER FORM.pdf

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

## Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying," *No response*

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.

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**

21s - Sample\_Bonding\_Capacity\_Letter.pdf

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**

<b>1</b>	<p><b>Yes - No</b></p> <p>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.</p> <p><input type="text" value="No"/></p>
<b>2</b>	<p><b>Yes - No</b></p> <p>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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a></p> <p>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
<b>3</b>	<p><b>Yes - No</b></p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>
<b>4</b>	<p><b>States Served:</b></p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="No response"/></p>
<b>5</b>	<p><b>Company and/or Product Description:</b></p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p><input type="text" value="Sprinturf is the longest running American owned &amp; operated synthetic turf manufacturer in the industry. With over 2,000 fields in the ground, and the highest percentage of field 10+ years old, Sprinturf's reliability &amp; quality has stood the test of time."/></p>
<b>6</b>	<p><b>Primary Contact Name</b></p> <p>Primary Contact Name</p> <p><input type="text" value="Matt Olds"/></p>
<b>7</b>	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <p><input type="text" value="Sales Support Manager"/></p>



<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="molds@sprinturf.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8776868873"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8434105712"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7326770484"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Jim Petrucelli"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Exec. VP of Business Development"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="jpetrucelli@sprinturf.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8776868873"/>
<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8434105712"/>
<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4123028634"/>

<b>18</b>	<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="Matt Olds"/>
<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="molds@sprinturf.com"/>
<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8434105712"/>
<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Matt Olds"/>
<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="molds@sprinturf.com"/>
<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8776868873"/>
<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.sprinturf.com"/>
<b>25</b>	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="45-1602703"/>
<b>26</b>	<b>Primary Address</b> Primary Address <input type="text" value="146 Fairchild Street, Suite 150"/>
<b>27</b>	<b>Primary Address City</b> Primary Address City <input type="text" value="Daniel Island"/>
<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="SC"/>

29	<b>Primary Address Zip</b>
	Primary Address Zip <input type="text" value="29492"/>

30	<b>Search Words:</b>
	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. <b>YOU MAY NOT LIST NON-CATEGORY ITEMS.</b> (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Sprinturf, synthetic turf, artificial turf, field turf, Ultrablade, sport field, athletic field"/>

31	<b>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?</b>
	<p>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.</p> <p>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?</p> <input type="text" value="Yes"/>

32	<b>Yes - No</b>
	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. <input type="text" value="No"/>

33	<b>Company Residence (City)</b>
	Vendor's principal place of business is in the city of? <input type="text" value="Daniel Island"/>

34	<b>Company Residence (State)</b>
	Vendor's principal place of business is in the state of? <input type="text" value="SC"/>

**35 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%.

**36 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.

**37 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.

**38 Yes - No**

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

**39 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.

No

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** **Suspension or Debarment Certification**

**9**

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** **Non-Discrimination Statement and Certification**

**0**

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.

(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** **2 CFR PART 200 Procurement of Recovered Materials**

**7** 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** **Certification Regarding Lobbying**

**8** 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** **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

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

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**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.

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**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.

**63 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).

**64 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?

**65 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?

**66 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**

**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.

**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?

**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](mailto: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.

None

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

**8** 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** **Texas Government Code 2270 Verification Form**

**9** 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

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**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)

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**Solicitation Deviation/Compliance**

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

Yes

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**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*

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**Agreement Deviation/Compliance**

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

Yes

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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

**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
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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.

**Please verify your references are 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	<b>VALID EMAIL IS REQUIRED</b>	Phone
Carmel High School	Jim Inskip	<a href="mailto:JInskip@ccs.k12.in.us">JInskip@ccs.k12.in.us</a>	317-846-7721
Harrison High School	Jerry Galema	<a href="mailto:jgalema@tsc.k12.in.us">jgalema@tsc.k12.in.us</a>	765-463-3511
Ball State University	Phil Clay	<a href="mailto:pclay@bsu.edu">pclay@bsu.edu</a>	765-285-1671
St. Mark's School	John Levandowski	<a href="mailto:johnlevandowski@stmarksschool.org">johnlevandowski@stmarksschool.org</a>	508-786-6151
South Western School District	Nate Osborne	<a href="mailto:nathan_osborne@southwesternsd.org">nathan_osborne@southwesternsd.org</a>	717-632-2500
The Blake School	Nick Rathmann	<a href="mailto:nrathmann@blakeschool.org">nrathmann@blakeschool.org</a>	952-988-3802
University of Wisconsin Green Bay	Charles Guthrie	<a href="mailto:cguthrie@uwgb.edu">cguthrie@uwgb.edu</a>	920-465-2145
Albertville High School	Tyler Reaves	<a href="mailto:treaves@ahs.albertk12.org">treaves@ahs.albertk12.org</a>	256-878-6580
Anderson School District Five	Wes Grant	<a href="mailto:wessgrant@anderson5.net">wessgrant@anderson5.net</a>	864-260-5000
John Handley High School	Ed Smith	<a href="mailto:smithed@wps.k12.va.us">smithed@wps.k12.va.us</a>	540-667-4253
Trinity High School	Mike Connell	<a href="mailto:mconnell@trinity-hs.org">mconnell@trinity-hs.org</a>	603-668-2910



**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.

Sprinturf, LLC

Name of company

Matt Olds, Sales Support Manager

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

146 Fairchild St, Suite 150 Daniel Island SC 29492 (843) 936-6023

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 13 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 Matt Olds

Digitally signed by Matt Olds  
Date: 2020.03.30 14:27:54 -04'00' Date 3/26/20

**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 3/26/20





# Certificate of Membership

*This is to certify that*

**Sprinturf, LLC**  
Is a Member of the Builder Division  
of the

## *American Sports Builders Association*

*a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.*

*The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.*

*In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on June 25, 2013.*



Secretary

Chairman

# **SPRINTURF** **Warranty**

## **THE STRONGEST WARRANTY PROGRAM IN THE INDUSTRY**

Sprinturf has been in continuous operation since 1998 and has installed over 2,000 fields since that time. We've provided a third-party warranty since 2004 and have not had a single warranty claim made against our program. This shows just how durable Sprinturf fields have been and how well they perform over the years. Our record of success gives customers great peace of mind. This success is due to the fact that Sprinturf manufactures all synthetic turf yarns and finished turf systems in-house and in the United States.

It's this type of record of success that sets Sprinturf apart from our competition. But if anything were to go wrong, Sprinturf provides our customers with the strongest, most comprehensive insured warranty program.

### **THE BEST VALUE AND PEACE OF MIND FOR YOUR INVESTMENT**

- **YEARLY AGGREGATE LIMIT OF \$15,000,000**
- **\$15,000,000 LIMIT FOR EACH AND EVERY COVERED INCIDENT**
- **ALL SPRINTURF MANUFACTURED PRODUCTS ARE COVERED**
- **NO DEDUCTIBLE**
- **PRE-PAID 8 YEAR WARRANTY**
- **100% AMERICAN-MADE  
100% INSURED**





# SPRINTURF LIMITED 8-YEAR WARRANTY

Sprinturf warrants the synthetic grass turf field at \_\_\_\_\_ for a period of eight (8) years from the date of substantial completion or "first use" (whichever comes first) against defects in the materials and workmanship provided including but not limited to, excessive ultraviolet degradation, loss of tensile strength, or excessive fading, as recognized by accepted industry standards. Sprinturf will, at its option, either repair or replace the affected area without charge to the Owner for the duration of the Warranty period. No cash refunds will be made. Sprinturf also warrants that the average G-Max level of its synthetic turf field will not exceed \_\_\_\_ for the duration of the Warranty period. One (1) G-Max test will be completed at Substantial Completion. All other tests will be the responsibility of the Owner.

The recommendation for proper maintenance of the synthetic turf field as outlined in our "Maintenance Guidelines" supplied to every customer at time of Substantial Completion shall be considered in determining neglect of the artificial turf and shall be considered an integral part of this Warranty.

This Limited Warranty does not cover:

- Damage due to external causes including, but not limited to, the application of chemicals or cleaning agents, abuse, misuse, negligence, vandalism, fire, flood, contamination, windstorm, acts of God, change in water table and improper care.
- Damage resulting from accidents, force majeure, misuse, abuse and neglect or from other than normal and ordinary intended use of the Product.
- Damage resulting from failure to maintain the Product in accordance with the Maintenance Guidelines provided to the Owner. It will be the Owner's responsibility to keep a detailed log of the maintenance provided to the field including; (a) date and time of maintenance, (b) personnel providing the maintenance and (c) the maintenance action taken.
- Any and all perceived or potential problems must be reported to Sprinturf headquarters in writing within 48 hours of the occurrence. Failure to do so will void this warranty.
- Damage resulting from materials applied or labor performed, including, but not limited to, repair or attempted repair by anyone other than Sprinturf or an authorized Sprinturf third party serviceperson.
- Use of improper footwear such as long spiked track shoes. Standard plastic molded soccer, lacrosse, football or baseball shoes are recommended.
- Any recommendations by a third party provided to the Owner or its representative without the written approval of Sprinturf, which would alter or change materials or workmanship that were originally supplied or installed by Sprinturf.
- Damage attributable to normal wear and tear, as determined by acceptable standards in the synthetic turf industry.
- Improper design of sub-base or drainage system.

The obligations of Sprinturf under the Warranty are subject to full payment of all monies due Sprinturf for materials and/or labor related to the above referenced project. This Warranty will be voided if any third party, contractor or turf manufacturer other than Sprinturf performs any labor or service on the subject field.

Sprinturf does not warrant recommendations, drawings, specifications, or plans made by Owner or its design professionals, architects, or other representatives. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available, and all other remedies or recourses that might otherwise be available are hereby waived by the Owner.

Sprinturf shall have no other obligations or liability for damages arising out of or in connection with the use or performance of the product including, but not limited to, damages for personal injury or economic losses. Sprinturf disclaims 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.

This Warranty constitutes Sprinturf's entire obligation. Any and all other prior written or oral agreements or drafts of agreements between the parties pertaining to the subject matter of this Warranty are superseded and of no force and effect and may not be used as evidence in interpreting the provisions of this Warranty.

This Warranty is a Supplier's / Manufacturer's warranty. Any surety bond posted by ITS Sprinturf Holdings, LLC and/or Sprinturf, LLC to Owner/Obligee for the securitization of bid, performance and payment obligation does not guarantee any obligation contemplated in the warranty.

Date of Substantial Completion: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Cheskin, EVP OPS

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

IT55FR



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (704) 543-0258 USI Insurance Services LLC 6100 Fairview Road Charlotte, NC 28210		<b>CONTACT NAME:</b> Rhonda Wilmore <b>PHONE (A/C, No, Ext):</b> 704-901-8746   <b>FAX (A/C, No):</b> 610.537.1902 <b>E-MAIL ADDRESS:</b> rhonda.wilmore@usi.com	
<b>INSURED</b> Sprinturf, LLC 146 Fairchild Street, Suite 150 Daniel Island, SC 29492		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> North American Capacity Insurance Company	<b>NAIC #</b> 25038
		<b>INSURER B:</b> Starr Surplus Lines Ins. Co.	<b>NAIC #</b> 13604
		<b>INSURER C:</b> Berkley Assurance Company	<b>NAIC #</b> 39462
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 14435271 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Product Recall - Primary			PRI 2001121 01	07/15/2019	07/15/2020	\$5,000,000 Policy Period Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Information Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

Client Code: ITSSPR

SID: 14435271

**Certificate of Insurance (Con't)**

**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	XS Product Recall - 1st Layer			1000109471191	07/15/2019	07/15/2020	\$5,000,000 each discovered defect or breach of warranty
C	XS Product Recall-2nd Layer			BGPR017902	07/15/2019	07/15/2020	\$5,000,000 each discovered defect or breach of warranty

SAMPLE



Date: 07/17/2019

Sprinturf, LLC. "Insured" has secured an insurance policy through our firm, USI Insurance Services. Outlined below are the key terms and conditions of the policy(ies).

1. Insuring Agreement:  
In consideration of the premium paid and subject to all of the terms and conditions of the policies, the insurer will indemnify the insured for loss in respect of a Covered Incident.
2. Covered Incident:  
"Covered Incident" shall mean the discovery of a defect, deficiency, inadequacy, or breach of warranty.
3. Limit of Liability:  
\$15,000,000 each covered incident. \$15,000,000 aggregate.
4. Deductible:  
No deductible applies to the Warranty Holder.
5. Policy Territory:  
The policy contains no policy territory restrictions.
6. Security:  
Underwriter – North American Capacity Insurance. **A.M. Best Co.** has affirmed the financial strength rating of A+ (Excellent)

Notwithstanding any of the statements provided in this outline, all terms and conditions of the policies dictate coverage.



**SPRINTURF<sup>®</sup>**

**MADE IN AMERICA FOR THE GREAT AMERICAN PASTIME**

# SPRINTURF®

MADE IN AMERICA  
FOR THE GREAT AMERICAN PASTIME

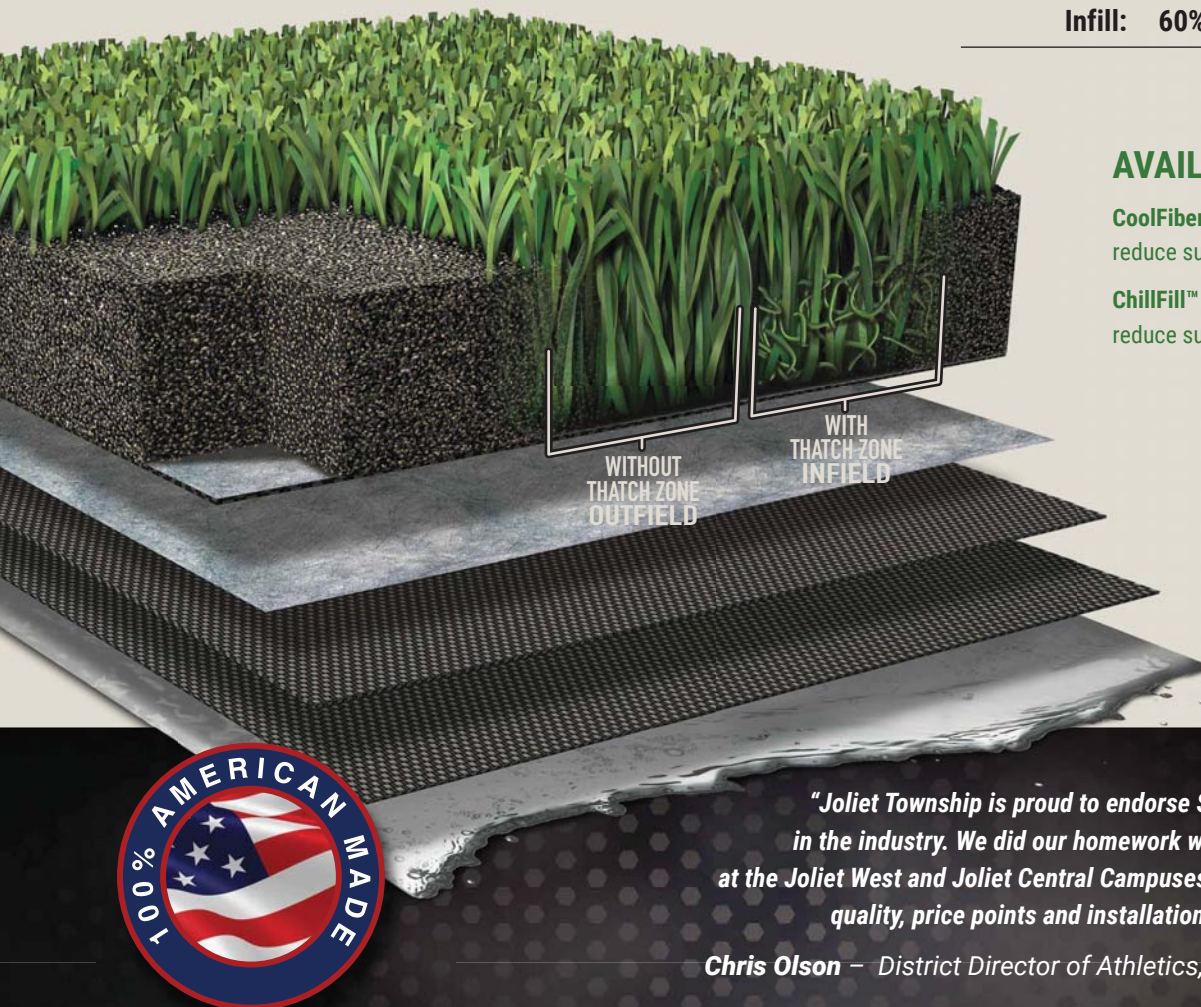
## Grand Slam Turf System

Sprinturf's Grand Slam™ is ideal for the sport of Baseball. The dense low-pile surface ensures predictable ball bounce and ball roll while delivering the aesthetics of the most meticulously maintained grass surface. Exclusively made in-house and in America.

The combination of monofilament and parallel-fibrillated fibers interlock to significantly reduce infill flyout – a common complaint amongst athletes, coaches, and parents. The available two color configuration provides stunning aesthetics.

Sprinturf Grand Slam fields feature two unique polymer technologies. State of the art C8 monofilament resins from Dow and Nova are married to a proprietary metallacene slit film resin from Exxon. The combined product featuring the greatest polymer suppliers in the world provide unmatched durability with exceptional resilience, playability, and safety.

*Grand Slam – Infield includes thatch zone, Outfield without thatch zone*



### INFIELD SPECIFICATIONS

Fiber: Dual Fiber with Thatch Zone

Pile Height: 1.75"

Face Weight: 52 oz / yd2

Infill: 40% Rubber / 60% Sand

### OUTFIELD SPECIFICATIONS

Fiber: Dual Fiber

Pile Height: 2"

Face Weight: 42 oz / yd2

Infill: 60% Rubber / 40% Sand

### AVAILABLE TECHNOLOGY

**CoolFiber™** – UV reflective fiber helps reduce surface temperatures

**ChillFill™** – green colored infill that helps reduce surface temperatures

*"Joliet Township is proud to endorse Sprinturf as the top artificial turf in the industry. We did our homework when we were ready to install turf at the Joliet West and Joliet Central Campuses. The customer service, product quality, price points and installation were all second to none for us."*

**Chris Olson** – District Director of Athletics, Joliet Township High School





"When the City of Hobbs selected Sprinturf, we were told by other artificial turf vendors that there was no way that Sprinturf could deliver. The City of Hobbs can state unequivocally, that Sprinturf delivered a great product and project for us, completed on time and under budget."

Doug McDaniel  
City of Hobbs, New Mexico – Parks & Recreation Director



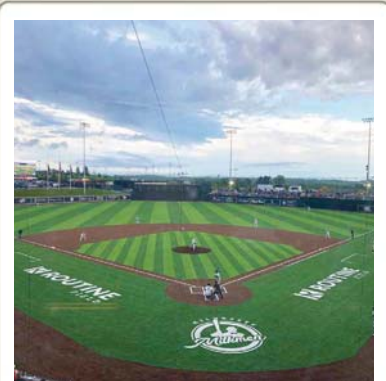
# HALL OF FAME



**KOKOMO  
MUNICIPAL STADIUM**  
INDIANA



**LA SALLE  
UNIVERSITY**  
PHILIDELPHIA



**MILWAUKEE MILKMEN  
ROUTINE FIELD**  
WISCONSIN



**HOOVER MET  
COMPLEX**  
ALABAMA



**UNIVERSITY OF  
NEVADA-RENO**  
NEVADA



**ST. JOHN'S  
UNIVERSITY**  
MINNESOTA

# SPRINTURF®

MADE FOR THE GREAT AMERICAN PASTIME

## History

- In business since 1998
- Zero Fiber Failures
- Most fields in the U.S.A. older than 10 years\*
- Most dual-fiber fields in the U.S.A.
- Most 100% rubber infill fields in the U.S.A.

## Technology

- C8 monofilament resins from Dow and Nova are married to a proprietary metallocene slit film resin from Exxon
- Available with Cool Fiber
- Introducing new Shark-Tooth fibrillation
- Introducing new patent-pending, no-perforation urethane coating with 2x drainage

## Manufacturing

- State-of-the-art Starlinger, Reimotec and Barmag extruders
- High-speed tufting machines
- Dedicated urethane coater
- Texturized thatch capability

## Durability

- 100K cycles on the Lisport
- 120 micron slit / 330 micron monofilament fibers for maximum durability

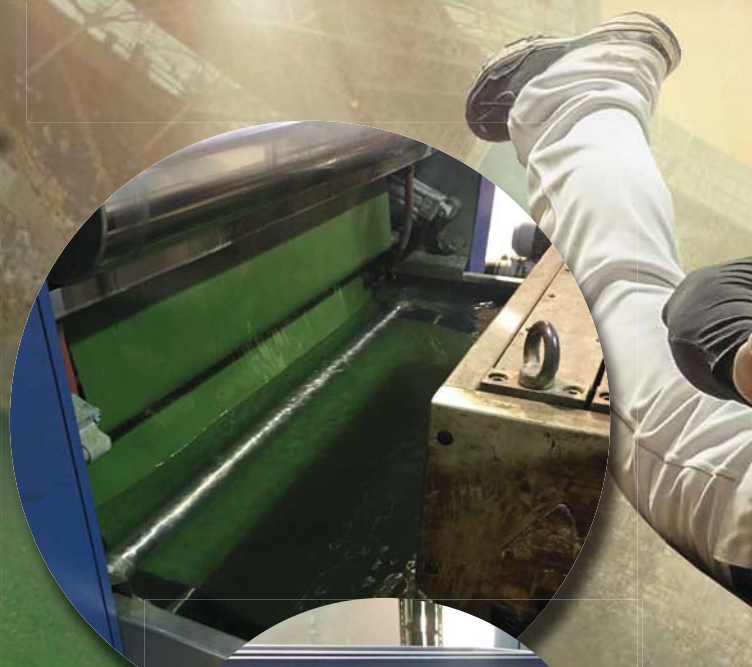
## Lisport Testing

- No splitting or cracking
- Excellent resiliency

## Risk Mitigation

- The only North American turf company with 100% of fibers made in-house and in the U.S.A. (Fiber failure is the primary cause of field failures)
- The only North American turf company with vertically integrated fiber manufacturing, tufting, coating and installation
- The only turf company that is 100% American owned, 100% invested in America and has a 100% American workforce

\*as percent of installed base



## Manufacturing Facility



TOLL FREE: 877-686-8873  
FAX: 843-410-5712  
146 FAIRCHILD STREET, SUITE 150  
DANIEL ISLAND, SC 29492

# SPRINTURF®

## MAINTENANCE MANUAL

### SAFETY

#### SPRINTURF RULES

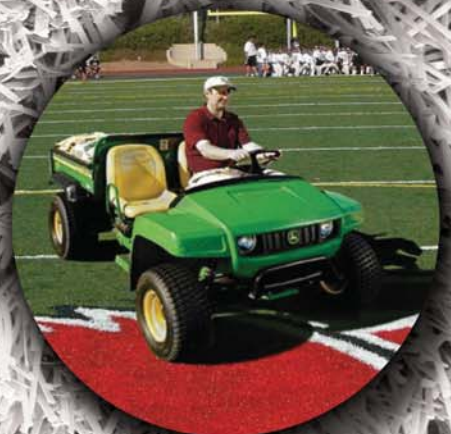
- Molded cleats or other athletic shoes only
- No sharp objects, including tent stakes, corner flags or other objects that can penetrate the surface of the field
- No food items
  - including gum and sunflower seeds
- No tobacco products of any kind
- No sport drinks or liquids other than water
- No pets
- No bicycles or other unapproved vehicles
- Approved athletic equipment only

**SPRINTURF®**  
Synthetic Turf Systems  
1-877-686-TURF www.sprinturf.com

### PERFORMANCE



### SERVICE





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## **Congratulations on the purchase of your new Sprinturf synthetic turf system and welcome to the Sprinturf family!**

At Sprinturf, customer delight is our number one goal and with every opportunity, we strive to ensure your complete satisfaction. It is important that you feel Sprinturf is a true partner and not just a vendor to your organization.

While this manual will provide a lot of valuable information, if at any time you have a specific question or concern about your new field, please do not hesitate to contact us directly at **888-524-6017**.

Your new Sprinturf sports field requires much less maintenance and significantly more playability than a natural grass field. In fact, many owners find that usage will double and often triple with the introduction of a Sprinturf field. Owners also recognize that shifting activities on-to their Sprinturf field will allow the natural grass fields a longer resting period than before which, in turn, keeps them in better shape as well.

While maintenance on a synthetic field is greatly reduced from that of natural grass, a Sprinturf synthetic turf system is not maintenance-free and will require a few hours of attention each week to keep it in pristine condition. This manual will provide simple steps to ensuring proper care and maintenance of your new field and offer tips for maximum playability.

**For additional information, please visit the Sprinturf website at [www.sprinturf.com](http://www.sprinturf.com) or email customer care at [customercare@sprinturf.com](mailto:customercare@sprinturf.com)**





## BREAK-IN PERIOD

Much like a fine leather product, your new Sprinturf field does have a normal break-in period of several months. The hours of play and amount of rainfall will impact the time it takes for the new infill to settle into the fiber system and provide optimum playing conditions.

1. Expect infill levels to drop during this time. This is considered normal compaction of the infill and is part of the system design.
2. Occasionally, dust may accumulate on the fiber due to environmental conditions or nearby construction. Both the fiber and infill will be naturally flushed clean during rainfall. This will also improve drainage capabilities of the turf system and typically clear the system of small debris.
3. The break-in period for your new field is much like that of a new carpet in your home. Use your approved groomer or sweeper on the field more regularly during the break in period to collect any loose fibers leftover from installation. Keep in mind that there are thousands of pounds of fiber on the field and loose fibers are abundant in the system from cutting that takes place during installation. Even after the break-in period, you will notice loose fibers during regular maintenance your field. This is normal and should be expected.



## GROOMING THE FIELD

Grooming techniques are taught by a certified Sprinturf representative when your new Sprinturf field is completed. We highly recommend choosing one staff member to be responsible for the field maintenance and necessary equipment and for anyone who may groom to attend the training.

Liken your new Sprinturf field to that of carpet in your home. Cleaning debris from the field and using your Sprinturf-approved grooming equipment will help to keep your fibers standing tall and give the field a plush appearance. Always use a nylon, soft bristle drag system approved or designed by Sprinturf.

For a regulation size football field, grooming typically takes 2 hours and consists of driving a utility vehicle equipped with an approved drag brush attachment back and forth across the field to stand or "brush" the fibers in your system. For best results, grooming should be done during dry weather and when the field is dry to the touch.



### How often should you groom?

New fields should be groomed once a week for the first two months upon installation to remove excess or loose fibers. Following the break-in period, Sprinturf recommends grooming your field following approximately 100 hours of use or no less than once per month, whichever is first.

### Grooming a rectangular field

Proper grooming is dependent upon your field layout and should be done in the same direction as the seams to avoid excess wear on seam areas. For a field that is rectangular in shape, such as football, soccer, lacrosse or field hockey, groom the field from sideline to sideline, alternating the direction of travel as shown in the photo to the right.

**For example: Begin grooming in the direction of the home side and return towards the visiting side on successive grooming cycles.**



## Grooming a baseball field

For a baseball or softball field layout, groom base paths beginning at home plate, moving to first base, second base, third base and back to the home plate area similar to the way an athlete would run the bases. Groom your outfield, foul areas and warning tracks as shown at right. If you are unsure on the directionality of your field, contact your Sprinturf Customer Care representative.

## Infill Displacement

In areas that receive significant and repetitive play such as goal mouths, foul lines, and penalty kick areas, you may notice that the infill will become displaced. This typically occurs over a long period of time in concentrated areas of the field due to kicking or other repetitive motions on the surface. If at any time the infill becomes displaced, simply brush it back into place using a medium stiff, nylon bristle brush to ensure an even playing surface with the remainder of the field.

It is important to monitor these high use areas on a regular basis to ensure that proper infill levels are maintained across the entire surface. Not only can an area low on infill damage the turf fiber and backing in the area from excessive wear and tear, but it may also present a safety hazard.

Infill displacement can also occur when using equipment such as a snow plow on the surface. While the plow is not intended to touch the surface during plowing, often times infill will inadvertently be picked up during the process. If this happens, simply brush or re-disperse the infill evenly onto the field once the snow has melted.



## Static Electricity

Static electricity is the accumulation of electrical charges on the surface of a material. It is most likely to form when the air is dry or the humidity is low. While it is not harmful, static can be an annoyance to athletes on the field. Find a remnant of your synthetic turf approximately 3' wide and 3-6' long and soak the piece in water until it's saturated. Attach the turf to your utility vehicle so that the fiber of the remnant and that of your surface are face to face. Drag it across your field as in a typical grooming pattern. Be sure to keep the piece of turf wet at all times to neutralize the charge (re-wet the turf roughly 5-6 times for a full size field). For extreme cases, a solution of 1 cup fabric softener to 5 gallons of water can also be used.

## Grooming after Special Events / Concerts / Graduation Ceremonies

It is a good practice to get in the habit of occasionally using a drag magnet on your field to catch debris such as bobby pins, earrings or other metallic items that may land on your field of play. These items are potential safety hazards and could cause a laceration or more serious injury if protruding from the surface.



## APPROVED GROOMING EQUIPMENT

Typically, Sprinturf athletic fields are specified with an approved piece of grooming equipment. If your field was not specified with equipment or you are in need of replacing that which came with your field, Sprinturf recommends the following drag broom systems for regular maintenance of your field.

**Note: Sprinturf does not recommend the use of tines for our synthetic turf systems.**

If tines have been purchased or specified for your field, please consult your Sprinturf Customer Care manager for specific usage guidelines. Tines are typically recommended for systems with a high percentage of sand and therefore not needed for most Sprinturf fields. Overuse can cause unnecessary stress on the fiber system and will not improve upon the typical grooming process.

### Gandy® Sweep Master Turf Brush

<http://www.gandy.net/turfbrush.php3>



### GreensGroomer® Synthetic Sports Turf Groomer

<http://www.greensgroomer.com/synthetic>



### TC1400®

[http://www.smgequipment.com/product\\_p/tca1400.htm](http://www.smgequipment.com/product_p/tca1400.htm)



Always use caution when putting any type of vehicle or equipment onto your field. Sharp turns, excessive speed and overweight vehicles can easily damage the surface. Sprinturf requires the use of turf tires on all vehicles used on the surface. All tires should be inflated to the manufacturer's recommended tire pressure, typically around 15-20 psi.

**No 6-wheeled vehicles are permitted.**

### **Club Car® - Carryall 295 (4 wheel models only)**

- Gas/Diesel
- Hitch
- Turf Tires



### **John Deere® Gator™ (4 wheel models only) Model # TS or TX**

- Gas/Diesel
- Hitch (pin)
- Turf Tires



### **Gas-Powered Golf Cart (any brand)**

- No battery powered vehicles
- Turf Tires
- Hitch (pin)



## REMOVAL OF DEBRIS

It is important to keep your new Sprinturf field free of debris. Often times this can be done with a simple walk-through to pick up items such as discarded athletic tape. At other times, it may be necessary to utilize a sweeper. This is common, for example, if the surrounding area has a lot of trees and leaves fall onto the field of play on a regular basis.

1. A Sprinturf-recommended sweeper should be used to remove debris from the field as needed. Large articles of debris that may clog or damage the equipment should be picked up by hand prior to using the sweeper.
2. Sprinturf recommends sweepers provided by the following manufacturers:

### Parker®

<http://www.parkersweeper.com>

- a. Parker® Estate Master TurfSweeper EM83100M (100")
- b. Parker® Suburbanite TurfSweeper SU8336M (36")



### Agri-Fab®

<http://www.agri-fab.com>

- a. Agri-Fab® Tow Lawn Sweepers  
Model #45-0331 (38")  
Model #45-0320 (42")  
Model #45-0326 (46")
- b. Agri-Fab SmartSWEEP™ 44"



3. When using a Sprinturf recommended sweeper, adjust the broom so that it makes minimal contact with the turf. If the broom is lowered too much, you run the risk of re-moving excessive amounts of infill and disturbing the integrity of the turf system. For this reason, Sprinturf only recommends using a sweeper with a mesh bottom basket to allow the infill mixture to fall back onto the field while picking up litter.
4. It is normal for small amounts of infill to be moved when sweeping the field. This infill is properly redistributed during the regular grooming process.

## CLEANING A SPRINTURF FIELD

1. Regular cleaning of your field is not a required maintenance practice. Occasional rainfall will naturally clean your field of dust, pollen and other airborne particles that have settled on the field. Additional steps are not necessary unless a spill takes place.
2. Any spill of a foreign substance or bodily fluids should be removed as quickly as possible, using a solution of non-phosphorous detergent and water (3 ounces of anon-phosphorous detergent, such as Tide®, per 1 gallon of water).
3. Use the approved solution and a soft bristle broom or brush to clean the affected area of the turf.
4. Once the area is clean, flush using clean water to remove any residue from the solution.

### What if a large spill penetrates the turf system or a potentially toxic spill occurs (gasoline, motor oil, or hydraulic fuel)?

If a significant spill has penetrated the turf system or if a potentially toxic material is involved, removal of the infill in the affected area may be required. This can be done with an industrial wet/dry vacuum (i.e.: Shop-Vac®). If a spill of this type occurs, contact Sprinturf for further guidance on remediation efforts.

### How do I remove. . . .?

#### Lipstick, scuff marks, suntan lotion and pen ink

Using a light spray of WD-40® and a clean rag, scrub the area thoroughly. Once the stain is removed, rinse the area with clean water to remove any residue left from the solution.

#### Tar and/or asphalt

Scrape the area using a spatula-like tool and then clean using a sponge or soft bristle brush and if necessary, a light spray of WD-40. Once the stain is removed, rinse the area with clean water to remove any residue left from the solution.

#### Chewing gum

Use a surface coolant such as an athletic cold spray to first freeze the gum on the surface and then scrape using a spatula-like tool.

#### Animal Waste

Remove and dispose of the waste. Neutralize the area with a mixture of white distilled vinegar in an equal amount of water. Rinse thoroughly with water after removal.



## DISINFECTING YOUR SPRINTURF FIELD

If environmental conditions or external causes warrant disinfecting your synthetic turf field, Sprinturf recommends the use of disinfectant solutions manufactured by Pioneer® Athletics. Pioneer also provides several options and an antimicrobial solution as well.

Products can be purchased directly through your local Pioneer representative or by contacting Pioneer Athletics at **800-877-1500**.

## FIELD MARKINGS

While most sports lines will be permanently tufted or in-laid in your new field, there may be a need for additional or temporary markings which will require the use of a temporary paint application. For best results, Sprinturf recommends the use of Pioneer® Athletics line of removable synthetic turf paints.

### Temporary Paints

**Pioneer® GameLine™ Temporary Aerosol** - Ideal for a one game application. Acts similarly to a chalk application on a natural grass surface and can be used in temperatures below 40°F.

**Pioneer® GameLine™** - Lasts up to one week depending on traffic and weather conditions.

**Pioneer® SeasonLine™** - Lasts up to a full season



### General Guidelines

1. Apply field markings when the surface is dry and clean. This will allow the paint to more readily adhere to the polyethylene fibers.
2. Apply any temporary marking lightly and evenly for the best performance and the least impact on your synthetic turf surface.
3. For best results, paint should be applied when the air temperature is between 65°-85°F.
4. Sprinturf recommends having Pioneer's Blitz-GameLine Solution on hand before any application in case of accidental spills or mistakes. This will quickly and easily remove the temporary paint.

For additional details on painting your Sprinturf field, visit [www.syntheticurfpaint.com](http://www.syntheticurfpaint.com).



## REPAIRS

While your field is relatively maintenance-free, you may occasionally find a loose seam, hash mark or line in need of repair.

1. Report any repair necessary to your Sprinturf Customer Care manager. This allows Sprinturf to maintain a log of any repaired areas on the field that can be inspected by a Sprinturf representative during our next site visit to your facility.

**CUSTOMER CARE:** (email) [customercare@sprinturf.com](mailto:customercare@sprinturf.com)  
(phone) 888-524-6017  
(fax) 843-284-8823

### ALL FORMS SHOULD BE EMAILED OR FAXED

2. Minor repairs due to normal wear and tear may be corrected by the Owner's maintenance staff by following the procedures below. Minor repairs are defined as an unfastened area of less than 16" in length.
  - While lifting the unfastened edge of the repair, remove and collect the infill of sand and/or rubber that has migrated under the turf with a relatively clean shop vacuum. This will expose the now debris free, seaming tape that anchors the turf.
  - Using a caulking gun, apply a 1/2" (pinky sized) bead of adhesive to the seaming tape. The bead of glue should be applied approximately 1/2" from the edge of the seam to avoid excessive squeeze out.
  - Firmly press the unfastened edge of the turf into the adhesive along the seam. Apply a sandbag or other weight for 3 to 4 hours to ensure good adhesion.
  - Remove the sand bag and pour the collected infill from the shop vacuum directly to seam area. Work the infill into the grass blades with your fingertips. A stiff bristle broom may be used to finish the grooming and complete the repair.
  - Approved adhesives: Any product sent by a Sprinturf representative or available at Home Depot and other retailers, Loctite—PL Premium 3X in caulking tubes.
3. Larger areas of damage due to vandalism or other outside causes may require the use of a Sprinturf repair crew. Using the enclosed Field Diagram/Repair Request Form, provide as much detail of the repair area as possible—include pictures of the areas if possible. Once Sprinturf receives the request, your Customer Care Manager will contact you to schedule the repairs or recommend proper remediation steps.

## SNOW REMOVAL

Snow removal is possible with your new synthetic turf field, however, extreme caution and proper operator training is required.

1. Any equipment used for snow removal must first be approved by Sprinturf.
2. To avoid significant rubber displacement or tears in the surface during the plowing process, Sprinturf requires the use of a PVC pipe attached to cover the blade as **shown in the photo to the right**.
3. If using a snow plow, it is imperative that the blade is lifted enough so that it DOES NOT touch the surface during plowing. The plow blade with PVC attachment should be positioned on the surface gently using a properly adjusted hydraulic mechanism about ½" to 1" above the turf. Take care not to drag the plow directly across the surface which may result in rubber displacement, fiber removal or damage to the system.
4. Plow from the center of the field towards the sidelines; pushing snow into piles outside of the field of play, but if possible, not off of the turf area. Normal plowing activities will displace some rubber that will be noticeable as the snow melts. Simply brush the rubber back into the field of play and fill any areas that may seem low or uneven.
5. Snow removal with a plow may leave track marks on the surface due to the weight of the equipment. Once the field is dry, these can be brushed out with a brush or using your standard grooming equipment.
6. It is important that plowing takes place often during a snow fall to avoid more than a 2" accumulation on the turf at any time. For colder regions that receive large amounts of snow, please call your Customer Care manager for recommendations.
7. Remember, a small layer of snow will melt once the turf is exposed to sunlight. Use a shovel to clear a small area on the turf and the sun will begin the melting process almost immediately.
8. In extreme cases, ice can be removed by spreading a piled fertilizer grade urea over the field using a broadcast spreader at a rate of 100lbs per every 3,000 square feet. This treatment will be effective in temperatures between 15°F and 32°F and should melt up to 1" of ice per hour.



### DO NOT . . .

1. Use chains or studded tires under any circumstance.
2. Park equipment on the turf surface for any length of time.
3. Attempt to remove ice from the field with a plow.
4. Use ice melting agents such as rock salt or calcium chloride on your playing surface.

## KEEP YOUR FIELD IN PRISTINE CONDITION

- Walk your field regularly and inspect it for any necessary repairs. Report and repair them right away.
- Encourage players to walk the field after each practice or game and simply pick up any trash or debris found on the field.
- Groom the field on a regular basis as outlined in this manual. This keeps the fibers standing tall and your field in optimal playing condition.
- Promote even wear on your field to avoid excessive use of specific areas such as goalmouths. If possible, alternate practices on different sections of the field.

**For example:** Due to the repetitive nature of the marching band, encourage practices to alternate from the home side to the visitor side. This will avoid excessive wear on hash marks and yard lines.



- Pay special attention to areas that get repetitive wear and when the infill looks low from displacement, brush in infill from higher surrounding areas to even out the level of infill.
- The warnings and recommendations in your Maintenance Manual are for your protection. Improper use of your Sprinturf field may void your warranty.

### Do **NOT** allow the following under any circumstance

- **Sunflower seeds or tobacco products**  
These products will become trapped in the infill system and are too large to evacuate properly and too small to be picked up by regular grooming.
- **Metal cleats or track spikes**  
Metal cleats and spikes are harmful to your surface and can cause premature wear and tear on the fibers and may even puncture the backing system.
- **Pressure washer systems**  
Using pressure washers will displace infill and can cause damage to the turf system.
- **Wire bristle brushes or brooms**  
These tools will damage turf fibers and cause premature wear of the surface area. Bristles may also come loose, leaving behind potentially dangerous debris.
- **Harsh chemicals, ammonia, bleach and similar products**  
These products are detrimental to your synthetic turf field and will void the manufacturer's warranty. If you are unsure about using a cleaning product on your field, consult your Sprinturf customer care manager before use.



## SPRINTURF SUGGESTED RULES

Sprinturf has provided several “Sprinturf Rules” signs for your benefit and use. We recommend that these be placed at all entrances to create awareness and enforce compliance by all users of the field. If you do not have a Rules sign or would like to purchase additional signs, please contact Customer Care at **888-524-6017**.

### Sprinturf Rules of the Field

- Molded cleats or other athletic shoes only
- No sharp objects – including tent stakes, corner flags or other objects that can penetrate the surface of the field
- No food items – including gum and sunflower seeds
- No tobacco products of any kind
- No sports drinks or liquids other than water
- No pets
- No bicycles or unapproved vehicles
- Approved athletic equipment only



### Weekly Field Maintenance Checklist

- Keep the field clean of debris at all times.
- Place trash receptacles strategically around the field to encourage cleanliness.
- Keep vehicles off of the surface as much as possible.
- Control access to the field to avoid vandalism and improper use.
- Report any damage or issues needing attention to Sprinturf immediately.
- Post “Sprinturf Rules” signs at all entrances.

# SPRINTURF SprintCare

SYNTHETIC TURF MAINTENANCE PROGRAM



A Sprinturf synthetic turf playing surface is one of the best investments you can make to help ensure the safety of your athletes and meet the extreme usage demands of today's athletic facilities. While a Sprinturf synthetic field requires much less maintenance than an ordinary grass field, you, your athletes and your field will benefit from participating in the SprintCare Synthetic Turf Maintenance Program. With your participation in this program you have the peace of mind that your field will receive the proper care it needs to provide the maximum safety for your athletes. Additionally, the SprintCare Maintenance Program will help ensure your field lasts well past its normal replacement cycle.

Note: Maintenance can only be performed in the spring and fall seasons.



## MAINTENANCE VISIT INCLUDES:

- 1 CLEAN & REDISTRIBUTE INFILL**  
Clean and redistributes infill evenly
- 2 FIELD BRUSHING**  
Brushing alleviates compaction and reinvigorates fibers
- 3 FIELD INSPECTION**  
Careful inspection of the field and remediation of seams, numbers or logos, if necessary
- 4 INFILL DEPTH TESTING**  
Infill depth testing with a remediation recommendation
- 5 WRITTEN REPORT**  
Detailed written report for owners record
- 6 GMAX TESTING**  
Gmax testing for field safety. (Available for additional cost)

877.686.8873 • [WWW.SPRINTURF.COM](http://WWW.SPRINTURF.COM)

# SPRINTURF®

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