

TIPS VENDOR AGREEMENT (JOC)

Between Paragon Sports Constructors, LLC **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for

TIPS RCSP 200205 Synthetic or Natural Sports Fields, Courts or Tracks PART 2 ONLY

General Information

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

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

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

A Purchase Order, 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 to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions**Conflicts with RS Means Unit Price Book**

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

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" or "\$0" 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, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed 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 contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. 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 two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause 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

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract 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.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit

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

Participation Fees 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 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. 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 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 work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. 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), 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 bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS 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, TIPS is to 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.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the

amount of the contract and any change orders.

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 (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement

by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the 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 this Solicitation 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 random audits of Awarded Vendor's pricing that is offered to 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-complying 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 format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

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.

Bonding

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

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms

and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

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

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

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “**Scheduling of Projects**”.

Support Requirements

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

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.

Incorporation of Solicitation

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

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.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. 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.

You certify that your company is not listed on and we do 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 pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region

8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

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

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested 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.

TIPS Vendor Agreement Signature Form

RFP 200205 Synthetic or Natural Sports Fields, Courts or Tracks

PART 2 ONLY

Company Name Paragon Sports Constructors, LLC

Address 5001 Saunders Road

City Fort Worth State TX Zip 76119

Phone 817-916-5000 Fax 817-916-5100

Email of Authorized Representative wchaffe@paragon-sports.com

Name of Authorized Representative William Chaffe

Title President

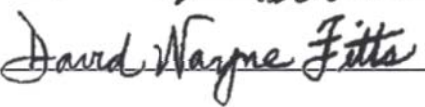
Signature of Authorized Representative 

Date 3/25/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/26/2020

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

Paragon Sports Constructors

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

Paragon Sports Constructors Information

Address: 5001 Saunders Road
Fort Worth, TX 76119
Phone: (817) 916-5000
Fax: (817) 916-5000
Toll Free: (817) 916-5000

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

Katie E Markovich

Signature

Submitted at 3/30/2020 1:12:46 PM

kmarkovich@paragon-sports.com

Email

Requested Attachments

Vendor Agreement part 1

Part One_Vendor Agreement.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

Part One_Vendor Agreement Form_signed.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

Part Two_Vendor Agreement.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

Part Two_Vendor Agreement Form_signed.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

PART ONE_Pricing Form 1.ps.pdf

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

PART ONE_Pricing Form 2.ps.pdf

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

Part Two_JOC RS Mean Price Form_signed.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

Part Two_Reference Form.pdf

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

Proposed Goods & Services catalog brochures.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

Warranties.pdf

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

Supplementary

No response

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

No response

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

PSC_logo.jpg

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

Certification by Corporate Offerer_signed.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.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM rev111819RP.pdf

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

Bonding Capacity Letter from Surety/Insurance Company

2020 Bonding 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

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

No

2 Yes - No

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

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

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

No

4 States Served:

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

TX, OK, LA, AR, MS, AZ, NM, KS, MO

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Turn-key contractor and installer of natural and synthetic sports fields, running tracks, and tennis courts as well as sports field maintenance.

6 Primary Contact Name

Primary Contact Name

Katie Markovich

7 Primary Contact Title

Primary Contact Title

Director of Marketing

8	Primary Contact Email Primary Contact Email <input type="text" value="kmarkovich@paragon-sports.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8179165010"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Bret Allen"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="VP Sales"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="ballen@paragon-sports.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8176920481"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jeane Oakman"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="joakman@paragon-sports.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8179165014"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Katie Markovich"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="kmarkovich@paragon-sports.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8179165010"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.paragon-sports.com"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="No response"/>
26	Primary Address Primary Address <input type="text" value="5001 Saunders Road"/>
27	Primary Address City Primary Address City <input type="text" value="Fort Worth"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>

29 Primary Address Zip

Primary Address Zip

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

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

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

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

32 Yes - No

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

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

OR

(B) employs at least 500 persons in Texas?

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

33 Company Residence (City)

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

34 Company Residence (State)

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

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

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

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

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

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

3
6**TIPS administration fee**

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

3
7**Yes - No**

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

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

3
8**Yes - No**

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

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

Company years experience in this category of goods or services?

4
0

Resellers:

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

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

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

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

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
9**Suspension or Debarment Certification**

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

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

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

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

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 1 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 2 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 3 2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

5 7 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

5 8 Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

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

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

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

6
1

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

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

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

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2

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

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

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

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

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

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

6
4**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

6
5**Remedies**

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

Do you agree to these terms?

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6**Remedies Explanation of No Answer**

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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?

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3

Acts or Omissions Explanation of No Answer

No response

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Contract Governance

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

Yes

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5

Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

Yes

7 Insurance and Fingerprint Requirements Information

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Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

☐ None

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

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

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Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form

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

The relevant section addressed by this form reads as follows:

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

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg,TX,75686

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

AND

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

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

YES

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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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2

Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

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3

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

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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.

Agreed

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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.

Agreed

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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.

Agreed

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2

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.

Agreed

REFERENCES

PARAGON SPORTS CONSTRUCTORS

Entity Name	Contact Person	Email	Phone
Royse City ISD	Jim Lawson, Dir. Of Maintenance	jim.lawson@rcisd.org	806-670-8576
Kaufman ISD	Kell Clopton, Asst. Superintendent	kclopton@kaufman-isd.net	469-338-1186
Princeton ISD	Jim Staley, Asst. Superintendent	jestaley@princetonisd.net	214-491-9138
Castleberry ISD	John Ramos, Superintendent	ramosj@castleberryisd.net	817-252-2000
Alvarado ISD	Brad Ransom, Dir. Of Operations	bradr@alvaradoisd.net	817-975-6675
Grapevine Colleyville ISD	Jeff Amon, Grounds Foreman	jeffrey.amon@gcisd.net	817-251-5798

Please see attached Field Installation List and Track Installation List for additional references and volume of work history.

COMPLETE ONLY IF OFFERER IS A CORPORATION,

OFFERER: Paragon Sports Constructors, LLC
(Name of Corporation)

DATE 3-17-20

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.

Paragon Sports Constructors, LLC

Name of company

William Chaffe, President

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

5001 Saunders Road	Fort Worth	TX	76119	817-916-5000
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

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

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

Signature _____ Date _____

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 3/30/2020



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

February 12, 2020

Re: Paragon Sports Constructors, LLC

Project: To be Determined

To Whom It May Concern:

In compliance with your requirements for a surety verification letter, please be advised the surety bonding information for Paragon Sports Constructors, LLC is as follows:

Surety: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004. Philadelphia Indemnity carries an AM Best rating of A++ and is Treasury Listed for \$236,948,000.00 as shown on the Treasury Listed 570 Circular.

Philadelphia Indemnity Insurance Company is providing Paragon Sports Constructors, LLC with a current available bonding limit of \$20,000,000.00 single job, and a total bonding capacity of \$60,000,000.00. Please be advised that this is a working limit and may not reflect the actual bond size that we may consider for this contractor.

If Paragon Sports Constructors, LLC is the successful proposer and is required to provide performance and/or payment bond(s), we would consider executing the required bonds on their behalf.

Our consideration would be based on the satisfactory completion of our normal underwriting requirements, which include, but are not limited to, our satisfactory review and approval of the contract terms and conditions, our contractor's financial condition at that time, his overall work program, verification of project financing and other pertinent underwriting criteria. Please be advised that the execution of any bond or bonds is a matter between the contractor and us. We assume no liability to you or any third party in providing this letter.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Cordially yours,

Fred A. Thetford, Jr.

Attorney-in-Fact for Philadelphia Indemnity Insurance Company



Manufacturer's Limited Warranty

Shaw Sports Turf® endeavors to use the highest quality materials and the latest manufacturing techniques in the production of our Synthetic Turf products. Our products are manufactured and installed within our product tolerances which permit Shaw Sports Turf® to offer a guarantee against defects in workmanship with respect to Shaw Sports Turf® Synthetic Turf products for a period of eight (8) years from the date of Substantial Completion.

The term Synthetic Turf, as used herein, shall include only the synthetic turf fibers and backings supplied by Shaw Sports Turf®.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY SHALL NOT COVER ANY DEFECTS, FAILURE IN OR DAMAGE TO THE SYNTHETIC TURF THAT IS:

- (a) due or attributable to abuse, misuse, negligence;
- (b) installed, repaired, altered or replaced by any person other than an authorized Shaw Sports Turf installer;
- (c) damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, spiked shoes, animals, misuse, fire, flood, war, chemical reactions, acts of God, static or dynamic loads exceeding Shaw Sports Turf® specifications at time of installation, improper or faulty subsurface preparation, failure of the subsurface after installation including settling of the surface, or improper cleaning methods;
- (d) exposed to light other than natural light or approved artificial light; or
- (e) not maintained in accordance with Shaw Sports Turf® recommendations, including the care and maintenance of the infill system (if applicable)
- (f) caused by ordinary wear & tear.
- (g) results from use for any purpose other than those approved in writing by Shaw Sports Turf.

THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No person or party is authorized to create any obligation or liability for Shaw Sports Turf® and only the limited warranty expressed herein shall apply.

Shaw Sports Turf's obligations under this limited warranty are restricted to the repair or, at Shaw Sports Turf's sole option, replacement of all, or the affected parts covered herein. Shaw Sports Turf's liability under this limited warranty is limited to the prorated replacement value (based on an 8 year period) of the item to be repaired or replaced. IN NO EVENT SHALL THE OBLIGATIONS OF SHAW SPORTS TURF® UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy of the Warranty Holder and Shaw Sports Turf® shall have no other obligations or liability in connection with any matter or thing, including without limitation, the condition or quality of the Synthetic Turf. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL SHAW SPORTS TURF® BE LIABLE TO THE WARRANTY HOLDER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH THE USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RELATING TO PERSONAL INJURY, LOST TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, LOST PROFITS OR REVENUES, DOWNTIME COSTS, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, THE COSTS OF TELEPHONE, TRAVEL OR LODGING, OR ANY OTHER DAMAGES.

Shaw Sports Turf® endeavors to handle all warranty claims promptly and professionally. The obligations of Shaw Sports Turf® under this Limited Warranty are conditional on Shaw Sports Turf® having been paid in full with respect to this project, including all change orders at time of claim.

It is agreed that all claims by purchaser made under the foregoing limited warranty shall be invalid and null and void unless made in writing to Shaw Sports Turf® within (8) years from date of Substantial Completion and within (30) days of learning of the defect giving rise to its claim.

This Limited Warranty is not Transferable.

Issued to:

as Warranty Holder

Date of Substantial Completion:

Expiry Date:

Project Name:

Installation Location:

Signed: _____



5-YEAR WARRANTY

WARRANTOR: Paragon Sports Constructors, LLC
5001 Saunders Road
Fort Worth, TX 76119

OWNER:

PROJECT:

TYPE OF SURFACE: Conipur Polyurethane Track Surface

WARRANTY: Paragon Sports Constructors, LLC warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship, and that the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of FIVE (5) years from the Effective Date as defined below; provided, however, that all stripes and markings on the Surface are warranted for a period of ONE (1) year from the Effective Date.

RESPONSE FOR WARRANTY REPAIRS: Paragon Sports Constructors, LLC agrees to perform all repairs required by this warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after Paragon Sports Constructors, LLC carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by Paragon Sports Constructors, LLC within thirty calendar days from Paragon Sports Constructors, LLC receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and Paragon Sports Constructors, LLC may mutually agree in writing.

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

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

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OF LIABILITIES ON PARAGON SPORTS CONSTRUCTORS, LLC PART. PARAGON SPORTS CONSTRUCTORS, LLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.



SYNTHETIC TRACK SURFACE WARRANTY

WARRANTOR: Paragon Sports Constructors, LLC.
5001 Saunders Road
Fort Worth, TX 76119

OWNER:

PROJECT:

TYPE OF SURFACE: PARAGON TRACK SURFACES Polyurethane Track Surface

WARRANTY: Paragon Sports Constructors, LLC. warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship, and that the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of FIVE (5) years from the Effective Date as defined below; provided, however, that all stripes and markings on the Surface are warranted for a period of ONE (1) year from the Effective Date.

RESPONSE FOR WARRANTY REPAIRS: Paragon Sports Constructors, LLC. agrees to perform all repairs required by this warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after Paragon Sports Constructors, LLC. carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by Paragon Sports Constructors, LLC. within thirty calendar days from Paragon Sports Constructors, LLC. receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and Paragon Sports Constructors, LLC. may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (b) an inadequate or defective pre-existing base or surface; (c) the inherent characteristics of the earth or surface upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) static or dynamic loads exceeding Paragon Sports Constructors, LLC. recommendations; (g) use of improper cleaning methods; or (h) Owner's failure to care for and maintain the Surface in accordance with



Paragon Sports Constructors, LLC. written instructions. Paragon Sports Constructors, LLC. does not warrant or guarantee the accuracy or sufficiency of any drawings, plans or specifications not prepared by Paragon Sports Constructors, LLC. and which are used in connection with installing the Surface. This warranty shall be of no force and effect if Paragon Sports Constructors, LLC. is not paid in full for the Surface and Paragon Sports Constructors, LLC.'s obligations under this Warranty are expressly contingent upon Paragon Sports Constructors, LLC. being paid in full for the Surface.

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

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

Paragon Sports Constructors, LLC. neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with Paragon Sports Constructors LLC contract for the Surface and shall not be enforceable against any such party. All pre-existing base or surface upon which the Surface has been installed is specifically excluded from any coverage by this Warranty. Paragon Sports Constructors, LLC. previous acceptance of any such pre-existing base or surface for installation of the Surface shall not be deemed to constitute a warranty or other guarantee thereof.



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

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after the Owner learns of any defect giving rise to the claim:

Contract Administration
Paragon Sports Constructors, LLC.
5001 Saunders Road
Fort Worth, TX 76119

INSPECTION AND TESTS: Paragon Sports Constructors, LLC. shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and analyze the results of all tests conducted by Owner or others; and to conduct such tests as Paragon Sports Constructors, LLC. in its discretion may deem advisable.

Owner shall promptly furnish Paragon Sports Constructors, LLC. with a copy of all written reports of any tests performed by Owner or on Owner's behalf. Paragon Sports Constructors, LLC. shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that Paragon Sports Constructors, LLC. shall pay for the costs of all tests and analysis conducted or directed by Paragon Sports Constructors, LLC. representatives.

EFFECTIVE DATE: Substantial Completion

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

Attachment: Instructions for Care and Maintenance of Track Surface

Signed:

Date:

Paragon Sports Constructors, LLC
President

____/____/____



MAINTENANCE GUIDELINES

- 1) Maintain proper drainage of the track surface. The track surface should be a minimum of 1 inch above the level of the adjoining surfaces in order to prevent “ponding” or pooling of water on the inside or outside lanes. Keep grass and weeds from growing or building up a minimum of 6” from the edge of the track surface. Only NON-SOLVENT grass and weed killers should be used. Grass growing in the track surface may cause damage and will void the track surface warranty in the area.
- 2) Sprinkler heads must be adjusted so that they are directed away from the track areas. DO NOT allow constant watering of the track surface by field irrigation systems. Constant moisture will cause premature wear and/or failure of the track surface and is not covered by warranty. The minerals generally present in the water will also discolor the surface.
- 3) Designate one location for crossing the track with maintenance equipment. Instruct maintenance personnel to use some type of bridging system such as rubber mats or 1” plywood when crossing the track surface and field event runways. All lawn mowing decks are to be raised and the blades taken out of gear.
- 4) Plywood or rubber mat protection is also recommended for the track surface and/or field event runways when large numbers or groups of people will be crossing the track; such as football teams wearing cleats, graduation ceremonies, or other productions.
- 5) Avoid using the high jump surface for stretching and running. Rotate the location of the pit to reduce wear patterns. Non-soluble color markings are not permitted. Do not use tape for marking relays or acceleration zones. Keep a supply of tennis balls cut in half to use for markers.
- 6) DO NOT use the track surface for storing equipment such as irrigation pipes, hurdles, etc.
- 7) DO NOT drip oil, gasoline, diesel, grease or any other petroleum based products on the track surface. Keep fertilizer and grass seed off of the track surface. A mild cleaner can be used to assist in the removal of stains from grease, oil, etc. Take care that no residue remains on the surface.
- 8) DO NOT allow dirt, sand and grass clippings to build up on the track surface. Keep the track clean by using a power blower or washing with a garden hose.



- 9) Provide a sign with usage rules for public joggers.
 - a) Walkers use outside lanes.
 - b) No wheeled vehicles on track.
 - c) No track spikes longer than 1/4".
- 10) A running track should only be driven on in an emergency situation. DO NOT turn the wheels while the vehicle is in motion.

PARAGON SPORTS CONSTRUCTORS

THE LEADER IN SPORTS CONSTRUCTION





A CULTURE OF EXCELLENCE

The staff at Paragon Sports Constructors have been leaders in sports construction for over 40 years. Our team leverages that unmatched experience as we bring your vision to life yard-by-yard and lane-by-lane.

Our commitment to excellence is embodied in our name: Paragon. From middle school coaches to collegiate athletic directors; our promise is to provide the best service, use the best products, and leverage the best partners in our industry to build the best possible athletic facilities for your athletes and community.



WE CHOOSE PARTNERS WHO:

- Invest in the Research, Development, & Innovation of Their Products.
- Produce Best-in-Class Products That Exceed Industry Standards.
- Are Committed To Sustainable Manufacturing Processes.
- Maintain A Customer-Driven Attitude.



TURN-KEY SPORTS CONSTRUCTION

STADIUM CONSTRUCTION | SYNTHETIC TURF | TRACK SURFACING
NATURAL GRASS | TENNIS COURTS | MAINTENANCE SERVICES

Whether design-build or part of a large project team, Paragon Sports Constructors' work philosophy is always as a team player. We know first hand that the successful execution of a project requires experienced personnel, the right equipment, and the technological and financial support to bring it all together.

Paragon Sports Constructors attracts and employs some of the most experienced personnel in the sports construction industry who have constructed hundreds of athletic facilities ranging from the K12 to professional level. Our staff can self-perform all aspects of your project with our own specialized equipment.

All of our field operations are supported by in-house project management, accounting, and contract administration so that we maintain complete control over your project quality, cost, and schedule.



PARAGON PRINCIPLES

CHARACTER TO DO RIGHT BY THE CUSTOMER.

CAPABILITY TO HANDLE ANY JOB,
LARGE OR SMALL.

COMMITMENT TO QUALITY, SUSTAINABILITY,
AND BETTERING OUR INDUSTRY.

CONCENTRATION ON BUILDING THE FINEST
SPORTS FACILITIES IN OUR MARKET.

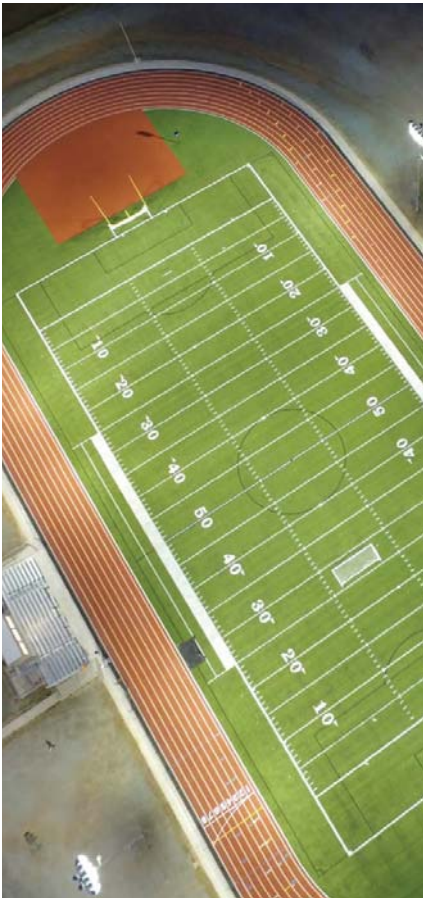
STADIUM CONSTRUCTION

Whether your project is design-build or CSP, Paragon Sports Constructors' project management team has the experience to guide you through conceptual design, construction, and maintenance of your outdoor athletic facilities.

Our network of partners extends well beyond synthetic turf and running track surfacing to include lighting, bleachers, press box, scoreboards, and equipment for a total athletic facility solution with a single point of contact.

FINANCIAL STABILITY

One of the most important partners for any construction company is their bonding company. We are proud to be bonded by Philadelphia Indemnity Insurance Company, A++ rated surety. Our \$60,000,000 bonding line affords us the ability to execute large, complicated construction projects such as stadium renovations and multi-site projects and provide our customers the peace of mind that their project is secured with a top-rated surety.



"I have never had this type of experience before; one in which you are truly a partner."

RICK TERAN
Superintendent
Childress ISD

"Working with Paragon is like working with family. They always have your back and take care of you unconditionally!"

MARK SOTO
Athletic Director &
Head Football Coach
San Marcos CISD

ALVARADO ISD SUB-VARSITY STADIUM

SCOPE
Construction, turf installation, rack installation, lights, bleachers, press box, scoreboard, and fencing

SIZE
93,700 sf turf / 5,700 sq. yd. track

TURF
Shaw Sports Turf, PowerBlade Pro

TRACK
PTS 2000

CHILDRESS ISD FAIR PARK

SCOPE
Retrofit WPA era stadium; construction, turf, track, retaining walls, and flatwork

SIZE
83,604 sf turf / 5,470 sq. yd. track

TURF
Shaw Sports Turf, PowerBlade ProTX

TRACK
PTS 4000

FALLS CITY ISD BEAVER STADIUM

SCOPE
Construction, turf, track, bleachers, press box, lighting, scoreboard, fencing, and flatwork

SIZE
101,081 sf turf / 5,898 sq. yd. track

TURF
Shaw Sports Turf Momentum

TRACK
PTS 2000

SYNTHETIC TURF

To maintain our promise of leveraging the best partners in our industry, we choose to install Shaw Sports Turf products. We partner with Shaw Sports Turf because they are financially stable, dedicated to research & development, and are a vertically integrated manufacturer.

Your field begins in Shaw research and development, where each component is tested in their dedicated 30,000 square foot facility. Each component is manufactured and assembled in a Shaw facility. From the fiber you see, to the backing, tufting, and coating that provide product durability. Finally, your field is delivered directly to your project site and installed by our dedicated turf installation crews.

NEW CONSTRUCTION & INSTALLATION

The quality of your sports surface is dependent on the quality of the base underneath. Poor base work can result in an uneven playing surface, drainage problems, and can reduce the life of your surface ultimately resulting in costly repairs down the road. A well designed and constructed base and drainage system will provide a proper foundation for your field well beyond the life of the original surface. Our skilled field crews can give you the foundation and installation for a successful project.

TURF REPLACEMENT

No matter how perfectly your field was installed, eventually it will require replacing. Our specialized turf installation crews are experts at turf replacement and take care to not disturb your facility while restoring your field to peak performance.



Our Synthetic Turf Partner

We are proud to be the exclusive distributor and installer of Shaw Sports Turf products in our market. Shaw Sports Turf is a division of Shaw Industries, a Berkshire Hathaway company.

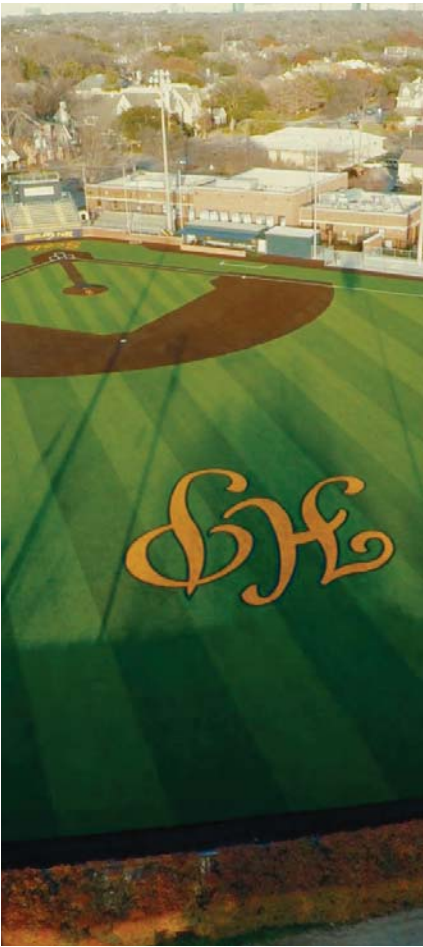


SMU FORD STADIUM

SCOPE
Turf replacement

SIZE
99,500 sq. ft.

TURF
Shaw Sports Turf,
PowerBlade ProTX



HIGHLAND PARK ISD SCOTLAND YARD

SCOPE
Baseball turf installation

SIZE
121,600 sq. ft.

TURF
Shaw Sports Turf
TruHop-base paths
Legion Pro-grass areas



FORT WORTH ISD PRACTICE FIELDS

SCOPE
Construction and installation of 11 new synthetic turf multipurpose fields

SIZE
1,097,000 sq. ft.

TURF
Shaw Sports Turf,
PowerBlade Pro

TRACK SURFACING

We were founded as a family-owned track paving & surfacing business over 40 years ago, so running tracks are in our DNA. Over our decades of experience, we have learned that great track surfaces are the result of quality materials installed by experienced personnel. That combination results in a consistent, high performing, durable surface.

We source our materials from worldwide leaders in polyurethane manufacturing. Our partners must be committed to continuous improvement, provide products for a complete range of IAAF-approved systems, and have a history of producing durable products. Our criteria ensure that your track stays pristine longer and helps your athletes shine at their biggest moments.

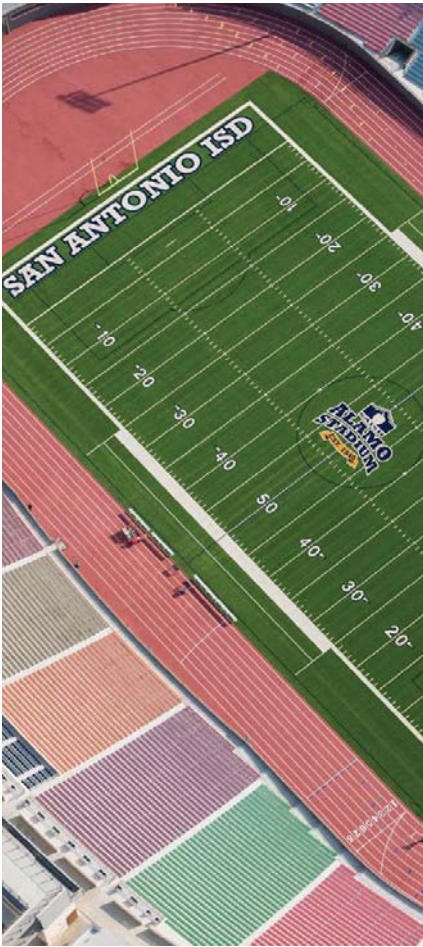
RANGE OF TRACK SURFACES

The surfaces we install range from base mats up to full-pour systems with custom color availability. Our systems offer economical solutions for your budget and durability for your long-term facility planning. No matter what surface is right for you, we offer a 5-year warranty and ongoing support for the maintenance of your running track. With Paragon, your track is always race day ready.



Our Track Surfaces Partner

Paragon Track Surfaces, a division of Paragon Sports Constructors, represents the culmination of decades of installation experience. There is no shortcut for quality. Get ready to experience a different race on a PTS track.



SAN ANTONIO ISD ALAMO STADIUM

SCOPE
Construction & installation of 8-lane competition running track & field events surfaces

SIZE
8,113 sq. yd.

TRACK
PTS 5000x



SMU MORRISON-BELL TRACK

SCOPE
Resurface of existing 8-lane running track & field events surfaces

SIZE
5,947 sq. yd.

TRACK
PTS 5000 re-top




DALLAS ISD JESSE OWENS COMPLEX

SCOPE
Construction & installation in 2005, re-top in 2016

SIZE
7,101 sq. yd.

TRACK
PTS 5000

A blue-tinted photograph of a baseball game. In the foreground, several players in white uniforms are running and celebrating. One player in the center-right is shouting with his mouth open. In the background, a large crowd of spectators is visible in the bleachers of a stadium.

LAYING THE GROUNDWORK FOR ATHLETIC SUCCESS

TENNIS COURTS

Whether you are looking to build new, renovate, or resurface your existing tennis courts; Paragon Sports Constructors will execute your project to the highest standards. Construction, surfacing, court equipment, lights, and windscreens are just a few of the ways we can help make your tennis facility the place to compete.

COURT MAINTENANCE

Like any athletic surface, tennis courts require maintenance to keep them in playing condition. From debris and birdbaths to vegetation removal, our personnel have the knowledge and tools to help you get the most out of your courts and plan your timeline for resurfacing.

"What a great facility for our teams to practice and compete in! The new tennis facility is a point of pride for our students and community."

TYLOR CHAPLIN
Superintendent
Burkburnett ISD



BURKBURNETT ISD BHS TENNIS FACILITY

SCOPE
Construction, surfacing, fencing, backboards, windscreens, LED lighting, flatwork, drainage & netting

SIZE
37,440 sq. ft.



MAYPEARL ISD HIGH SCHOOL COURTS

SCOPE
Construction, surfacing, netting, backboards, and lighting

SIZE
14,000 sq. ft.



GRAPEVINE-COLLEYVILLE ISD COLLEYVILLE HIGH SCHOOL

SCOPE
Repair and resurface

SIZE
57,600 sq. ft.

NATURAL GRASS

As a turn-key athletic facility services partner, if you want the natural look & feel of real grass for your sports field, Paragon Sports Constructors is here to serve you. We can work with your team to build, renovate, and maintain your natural grass field year-round.

Our natural grass athletic field specialists understand the complexities of installing & maintaining grass fields, and know what ongoing services will be key to your field staying game ready.

CONSTRUCTION

Our natural grass division is equipped with the latest specialized, laser-controlled equipment required for natural grass athletic fields. Our licensed irrigators can assist in the design and installation of your watering system for a turn-key natural grass athletic field experience that will get your field built right the first time.

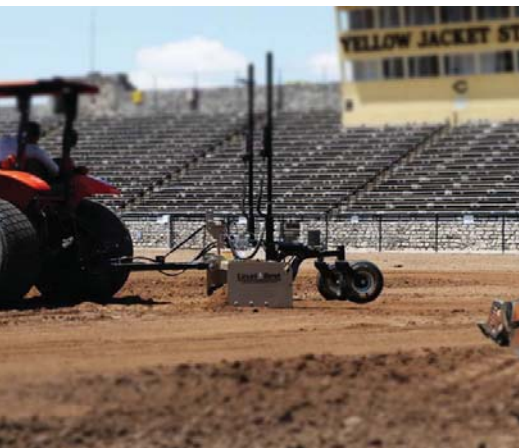
RENOVATION

Your grass athletic fields are unique and will require periodic renovation to maintain a consistent playing surface for your athletes. Our experienced staff can provide you with site-specific recommendations to bring your playing surface back to top form. From baseball & softball infield renovations to irrigation, drainage, or re-sodding, we have what your field needs.

CULTURAL SERVICES

Cultural services are vital to the ongoing health of your natural grass field, regardless of sport. Our natural grass division handles top-dressing, verticutting, aerification, vacuuming, lip remediation, as well as rebuilding of your pitcher's mound or home-plate.

Whatever your field needs, our services can keep it looking great and performing its best.



MAINTENANCE SERVICES

Reduced maintenance is a key benefit of synthetic turf athletic fields, but that does not mean they are maintenance-free. Our ongoing maintenance services are designed to help you maximize the lifetime of your turf field, from overall appearance to athlete safety & performance.

Every synthetic turf field ages differently. Turf wear is often determined by the product but is also affected by type and frequency of use, infill depth, and even the location of the field. Your field's performance may also be affected by base & drainage construction, infill composition, infill consistency, and the use of an underlayment.

Through inspection, grooming, repairs, and testing, we can help monitor the overall health, safety, and performance of your investment.

OUR MAINTENANCE SERVICES INCLUDE:

- Impact & Performance Testing
- Seam & Inlay Repairs
- Grooming & Sweeping
- Tine Raking & Decomaction
- Top-Dressing
- Antimicrobial Treatment



CHOOSE THE RIGHT TEAM FOR YOUR NEXT PROJECT

STADIUM CONSTRUCTION

SYNTHETIC TURF

TRACK SURFACING

NATURAL GRASS

TENNIS COURTS

MAINTENANCE SERVICES



PARAGON-SPORTS.COM

817.916.5000

Paragon Sports Constructors
5001 Saunders Road
Fort Worth, TX 76119

PARAGON SPORTS CONSTRUCTORS

A CULTURE OF EXCELLENCE

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Our commitment to excellence is embodied in our name: Paragon. From middle school coaches to collegiate athletic directors, our promise is to provide the best service, use the best products, and leverage the best partners in our industry to build the best possible athletic facilities for your athletes and community.



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PARAGON SPORTS CONSTRUCTORS



NATURAL GRASS SERVICES

FROM THE LEADER IN SPORTS CONSTRUCTION





CLEBURNE ISD
YELLOW JACKET STADIUM

SCOPE
Renovation of irrigation system
and installation of new TriTuf
sod playing surface

SIZE
88,000 sq. ft.

NATURAL GRASS SERVICES

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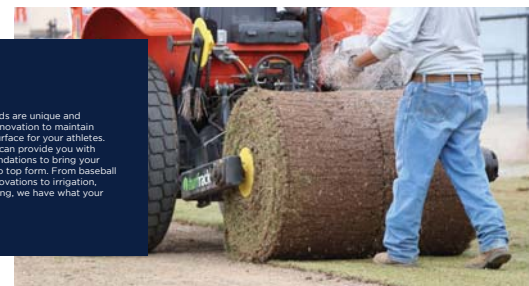
"I can honestly say I have never seen a more professionally run organization than Paragon. In a matter of 24 hours, they came out, gave an estimate, and started work to replace our infield. The transformation from an unplayable surface to pristine only took a matter of days. I would recommend this company to anyone who is looking for a reliable, trustworthy, and hardworking group to come and fix a playing surface."

-RYAN KINNAN
HEAD BASEBALL/FOOTBALL COACH,
IRVING ISD MACARTHUR HIGH SCHOOL



RENOVATION

Your grass athletic fields are unique and will require periodic renovation to maintain a consistent playing surface for your athletes. Our experienced staff can provide you with site-specific recommendations to bring your playing surface back to top form. From baseball and softball infield renovations to irrigation, drainage, and re-sodding, we have what your field needs.



CONSTRUCTION

Our natural grass division is equipped with specialized, laser-controlled equipment capable of mass grading and moving large quantities of dirt, as well as the precise finish grades required for athletic fields. Our licensed irrigators can assist in the design and installation of your watering system for a turn-key natural grass athletic field experience that will get your field built right.

CULTURAL SERVICES

Cultural services are vital to the ongoing health of your natural grass field, regardless of sport. Our natural grass division handles top-dressing, verticutting, aeration, vacuuming, lip remediation, as well as rebuilding of your pitcher's mound or home plate. Whatever your field needs, our services can keep it looking great and performing its best.



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CHOOSE THE RIGHT TEAM FOR YOUR NEXT PROJECT

STADIUM CONSTRUCTION

SYNTHETIC TURF

TRACK SURFACING

NATURAL GRASS

TENNIS COURTS

MAINTENANCE SERVICES



PARAGON-SPORTS.COM
817.916.5000

Paragon Sports Constructors
5001 Saunders Road
Fort Worth, TX 76119

PARAGON SPORTS CONSTRUCTORS



TENNIS COURT SERVICES

FROM THE LEADER IN SPORTS CONSTRUCTION





BURKBURNETT ISD
BHS TENNIS FACILITY

SCOPE

Construction, surfacing, fencing,
backboards, windscreens, LED lighting,
flatwork, drainage & netting

SIZE

37,440 sq. ft.

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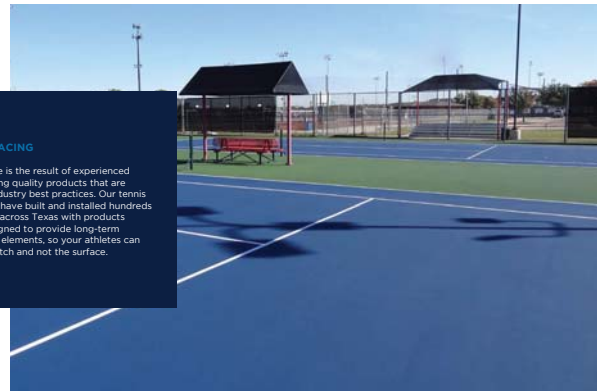
"What a great facility for our teams to practice and compete in! The new tennis facility is a point of pride for our students and community."

-TYLOR CHAPLIN
SUPERINTENDENT, BURKBURNETT ISD



COURT SURFACING

A quality surface is the result of experienced personnel utilizing quality products that are installed with industry best practices. Our tennis court personnel have built and installed hundreds of tennis courts across Texas with products specifically designed to provide long-term resilience to the elements, so your athletes can focus on the match and not the surface.



COURT MAINTENANCE

All surfaces require maintenance to keep them in playing condition. From debris and vegetation removal to crack filler and birdbath repair, Paragon Sports Constructors has the tools to help you get the most out of your courts and plan your timeline for resurfacing.



TURF MAINTENANCE SERVICES

FROM THE LEADER IN SPORTS CONSTRUCTION



PARAGON SPORTS CONSTRUCTORS

MAXIMIZE YOUR INVESTMENT

IMPACT & PERFORMANCE TESTING | SEAM & INLAY REPAIRS | GROOMING & SWEEPING
TINE RAKING & DECOMPACTION | INFILL TOP-DRESSING | ANTIMICROBIAL TREATMENT

Reduced maintenance is a key benefit of synthetic turf athletic fields, but that does not mean they are maintenance-free. Our ongoing maintenance services are designed to help you maximize the lifetime of your turf field, from overall appearance to athlete safety & performance.

Every synthetic turf field ages differently. Turf wear is often determined by the product but is also affected by type and frequency of use, infill depth, and even the location of the field. Your field's performance may also be affected by base construction, infill composition, and the use of a shock pad or e-layer.

Our Turf Maintenance Services can compliment your ongoing routine for added peace of mind. Through inspection, grooming, repairs, and testing we can help monitor the overall long-term health, safety, and performance of your investment.

*You invested in a great field.
Our passion is keeping it that way.*



IMPACT & PERFORMANCE TESTING

One of the most important factors in evaluating the status of a synthetic turf field is how the athlete interacts with the surface. Our team can perform GMAX and Vertical Deformation testing to measure how your field feels as players run, jump, and fall throughout practice and competition; providing you objective data for long-term evaluation of your field's safety and performance.

SEAM & INLAY REPAIRS

Whether sewn or glued, your field will require seam repairs throughout its useful life. Our team will inspect your field for repairs large and small to ensure that your entire field is ready for practice and play.

GROOMING & SWEEPING

Grooming can help stand-up fibers while redistributing the infill across the surface and sweeping will eliminate any visible debris as well as any buried in the field. These services are crucial to maintaining consistent infill levels and removing debris to keep your field looking the way you expect.

TINE RAKING & DECOMPACTION

Your infill will compact over time resulting in more fiber reveal and lay-over and can contribute to increased impact attenuation measurements. Going beyond the top layer can help minimize increases in your GMAX tests over time and help remove the debris buried deepest in your infill.

INFILL TOP-DRESSING

Top-Dressing can address aesthetic, safety, and performance aspects of your field but can vary based on the age of your field and the type of infill it contains. Through objectively testing your field's safety and performance we can help you determine the best time to add infill to your field, maximizing the useful life of your investment while equipping you with the knowledge to plan for replacement and take the guessing out of your facilities maintenance.

ANTIMICROBIAL TREATMENT

Antimicrobial treatment can be a great addition to any maintenance package, especially for indoor facilities where exposure to sunlight and rain is not a factor. Keeping your turf clean through occasional disinfectant can help minimize the opportunity for bacteria to grow while also providing your staff with peace of mind.



CHOOSE THE RIGHT TEAM FOR YOUR NEXT PROJECT

STADIUM CONSTRUCTION

SYNTHETIC TURF

TRACK SURFACING

NATURAL GRASS

TENNIS COURTS

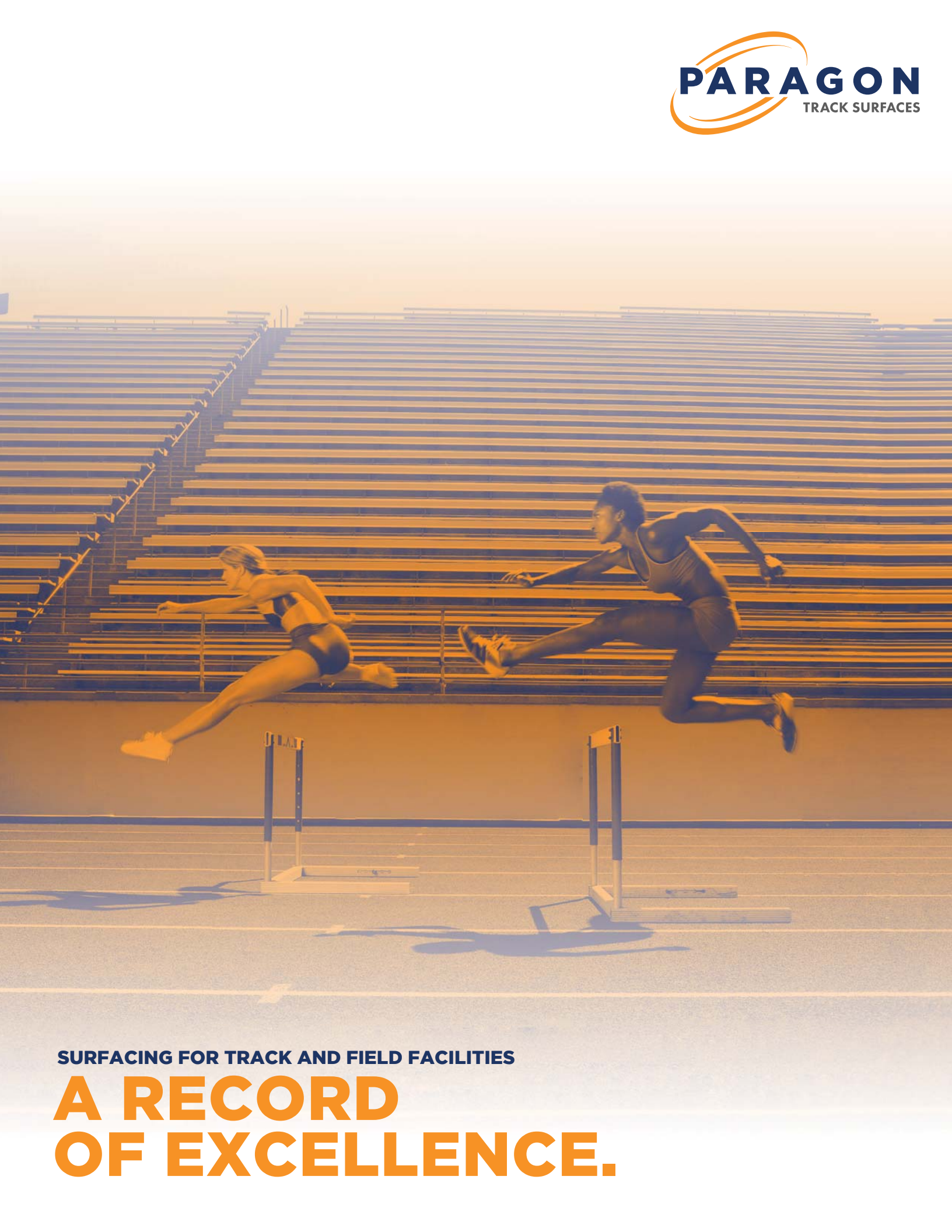
MAINTENANCE SERVICES



PARAGON-SPORTS.COM

817.916.5000

Paragon Sports Constructors
5001 Saunders Road
Fort Worth, TX 76119



SURFACING FOR TRACK AND FIELD FACILITIES

**A RECORD
OF EXCELLENCE.**



IT'S A DIFFERENT RACE ON OUR TRACKS.

ALAMO STADIUM

SAN ANTONIO ISD

JESSE OWENS MEMORIAL COMPLEX

DALLAS ISD

MUSTANG PANTHER STADIUM

GRAPEVINE COLLEYVILLE ISD

BABE ZAHARIAS STADIUM

BEAUMONT ISD

BENNY LAYTON MEMORIAL STADIUM

EDCOUCH-ELSA ISD

LOOS ATHLETIC COMPLEX

DALLAS ISD

MODEL OF EXCELLENCE.

There is no alternative for excellence. Great track surfaces exist when quality materials are installed by experienced personnel using the proper equipment. Paragon Track Surfaces from Paragon Sports Constructors is the culmination of decades of installation experience using the highest quality materials.

LAYING THE GROUNDWORK FOR SUCCESS.

Paragon traces its roots back to 1985, to a family owned and operated paving company building and surfacing running tracks. We have grown from those humble beginnings and have a 30 year history of sourcing quality materials and installing precision running track surfaces. This experience provides us a unique understanding of the ingredients necessary for a successful track installation.

REPUTATION FOR DURABILITY.

With Paragon Track Surfaces, you get experience from the ground up. Our surfaces are engineered and installed for peak performance and unparalleled durability. When you choose to install a Paragon Track Surface, you are joining an elite group of satisfied customers with track facilities that have stood the test of time.



MANUFACTURED FOR PERFECTION.

- *Quality Materials*
- *Carefully Selected From IAAF Approved Systems*
- *Durable*
- *Unrivalled Installation Expertise*
- *Systems For All Competition Levels*
- *Designed & Tested to International Standards*
- *Peak Performance For Your Athletes*

THE PINNACLE OF TRACK TECHNOLOGY.

Research and development are at the core of Paragon Track Surfaces. We have very strict standards for the materials incorporated into our systems because material quality affects the long term durability of your track and the performance of the athletes on it. Our materials are sourced from worldwide leaders in manufacturing who are committed to continued improvement of their products and our surfaces.

DESIGNED TO IAAF STANDARDS.

Only the best will do for your athletes and facilities and that is why Paragon Track Surfaces only utilizes material from manufacturers with a complete range of IAAF approved systems. In fact, our suppliers were the first to ever receive IAAF product certification. Knowing our materials meet the strictest performance criteria allows you to focus on your athletes on race day and not worry about your surface.

PRODUCING PEAK PERFORMANCES.

Our materials contain no softener and are almost completely solvent-free. Because of the quality of our materials, our surfaces achieve optimal mechanical and chemical resistance in the field and provide high elasticity for the protection and performance of your athletes. With Paragon Track Surfaces, your track stays pristine for longer than ever, and that means your athletes will be their best at their biggest moments.



CONFIDENCE IN YOUR INVESTMENT.

We stand behind the performance and durability of our track surfaces because we are confident in the quality of our materials and our decades of installation experience.

THAT'S CONFIDENCE YOU CAN GET BEHIND.

WORLD-CLASS INSTALLATION.

Using experienced installers is just as important as the quality of materials for a successful track installation, because incorrect application of even the best materials will result in a poor quality track. Installers must be knowledgeable about product ratios and application rates to produce the finished product specified for your project. Paragon Track Surfaces personnel bring decades of hands-on experience with the best materials produced to every project we install.

INDUSTRY-BEST DURABILITY.

You want your track surface to last. No other brand combines the quality of materials with installation savvy to produce durable track surfaces like Paragon Track Surfaces. Our systems are engineered and installed for optimal lifetime performance and backed by our five-year warranty.

SUPERIOR SERVICE.

Paragon is synonymous with superior quality, reliability, and service. When you choose to install Paragon Track Surfaces you are getting a partner that is committed to providing the finest athletic facilities. We will support you through installation and after-care with personalized service for the long-term so your track facility is always race day ready.

A SYSTEM FOR EVERY NEED.

Paragon Track Surfaces' product range offers a system for any budget that will meet the needs of your facility, is designed to the highest quality standards, and guaranteed by the leading brand in sports construction.



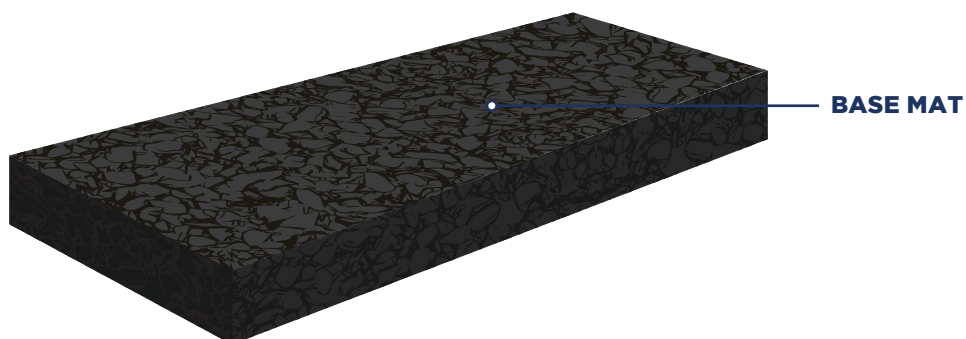
BASE MAT

A paved-in-place porous system that is the most economical starter track surface for K-12 facilities.

APPLICATION: Practice tracks, community walking tracks, middle schools.

DEPTH: 13 mm

WARRANTY: 5 years



ECONOMY



DURABILITY & PERFORMANCE



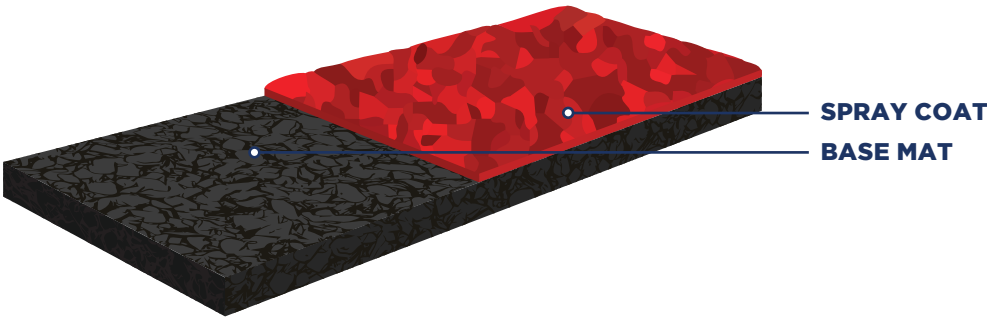
SPRAY COAT SYSTEM

The spray coat system is an economical solution for any track facility. This paved-in-place system includes a sprayed top coat for an additional porous wearing layer and is the most common surface at the K-12 level.

APPLICATION: Practice tracks, community walking tracks, middle schools.

DEPTH: 13 mm

WARRANTY: 5 years



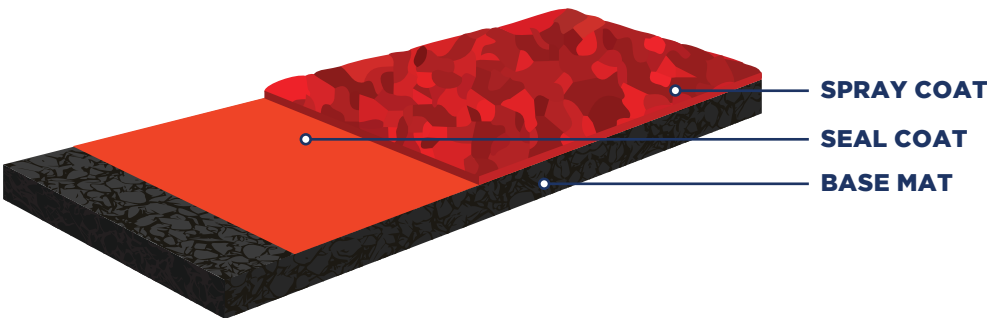
IMPERMEABLE SPRAY COAT SYSTEM

An impermeable version of the spray coat system, this paved in place surface is a durable yet economic solution for community and school athletic facilities.

APPLICATION: High traffic community and public school running tracks.

DEPTH: 13 mm

WARRANTY: 5 years





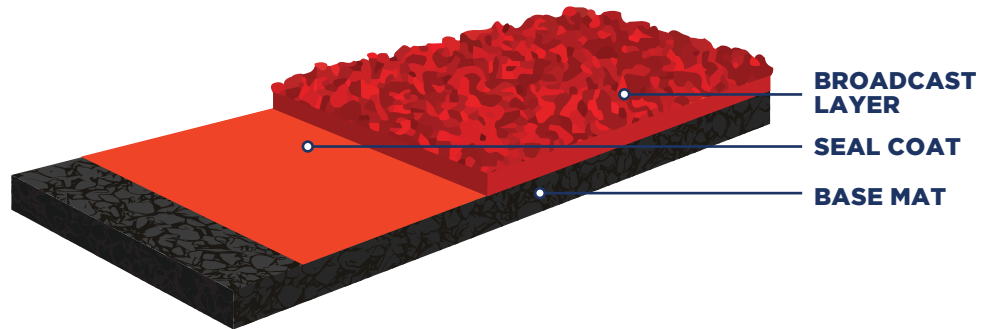
SANDWICH SYSTEM

Most durable of the paved-in-place systems features an impermeable top coat for the ideal wearing layer.

APPLICATION: University, k-12 school and community athletic practice and competition tracks that see year round use.

DEPTH: 14 mm

WARRANTY: 5 years



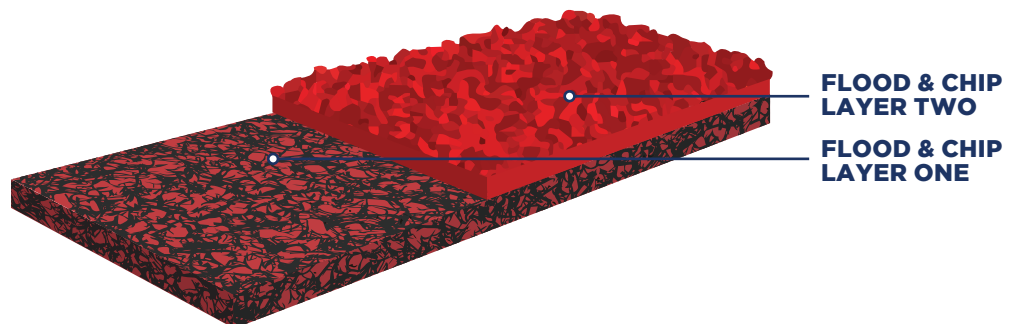
FULL-POUR SYSTEM

The durability of a full-pour without the full cost of a traditional three layer system, the PTS 5010 features an EPDM top coat for the ideal finish that is impermeable and spike resistant.

APPLICATION: High school practice and competition tracks.

DEPTH: 10 mm

WARRANTY: 5 years





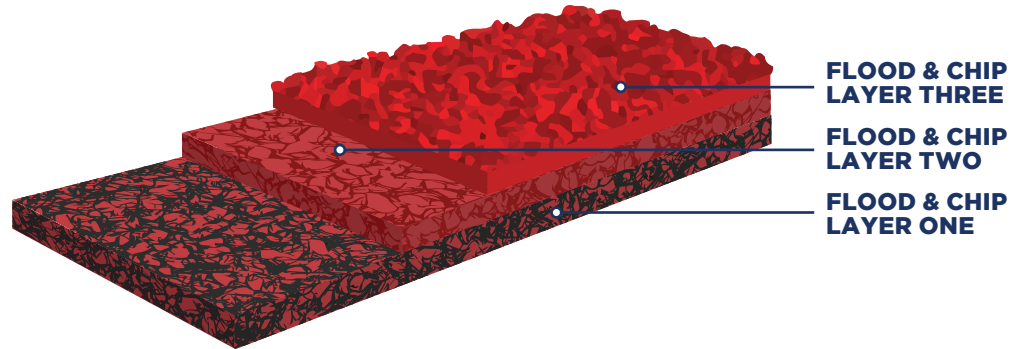
FULL-POUR SYSTEM

High performance and durability are all in one with this three layer full-pour system, an ideal surface for competition stadiums and year round facilities.

APPLICATION: University and K-12 competition tracks.

DEPTH: 13-14 mm

WARRANTY: 5 years



PTS 5000 | FULL POUR

ECONOMY

DURABILITY & PERFORMANCE



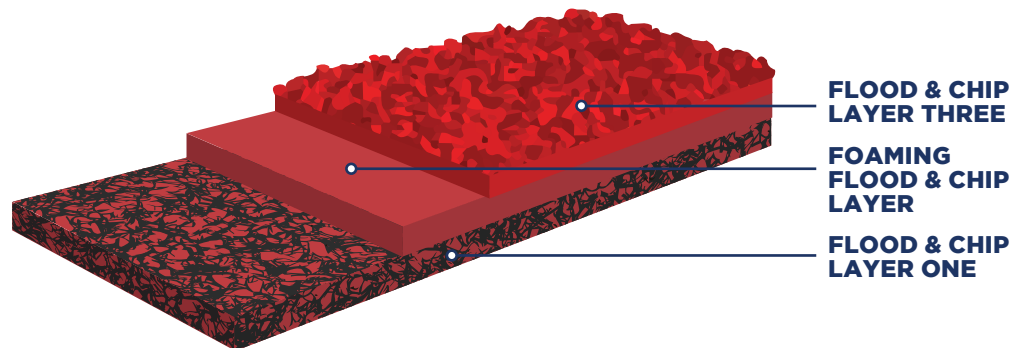
FULL-POUR SYSTEM

The premier full-pour track system featuring three layers of hand poured polyurethane and broadcast rubber with a self-leveling foaming second layer that produces the best results in force reduction and vertical deformation.

APPLICATION:
High school practice and competition tracks.

DEPTH: 13-15 mm

WARRANTY: 5 years



PTS 5000X | FULL POUR

ECONOMY

DURABILITY & PERFORMANCE

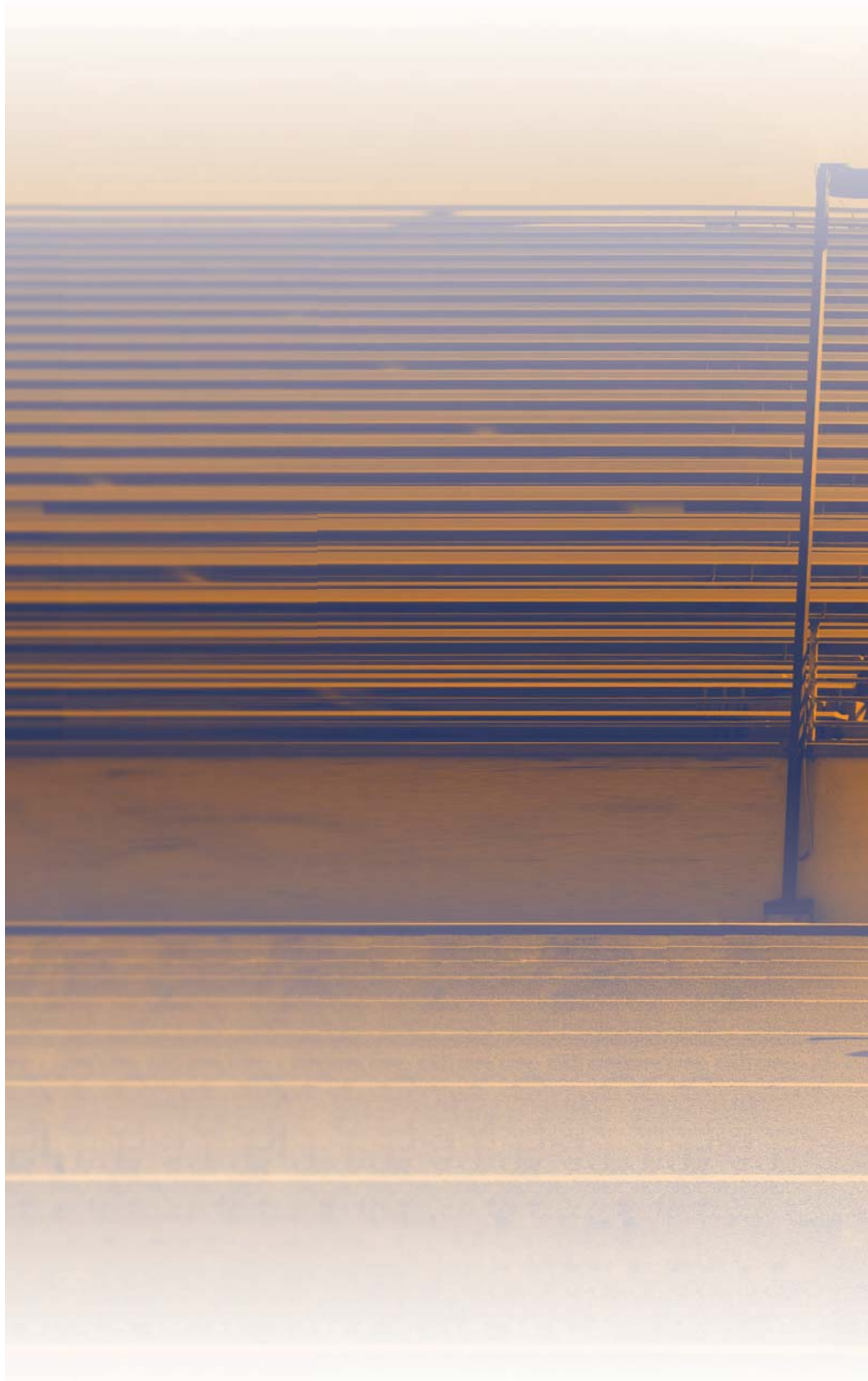
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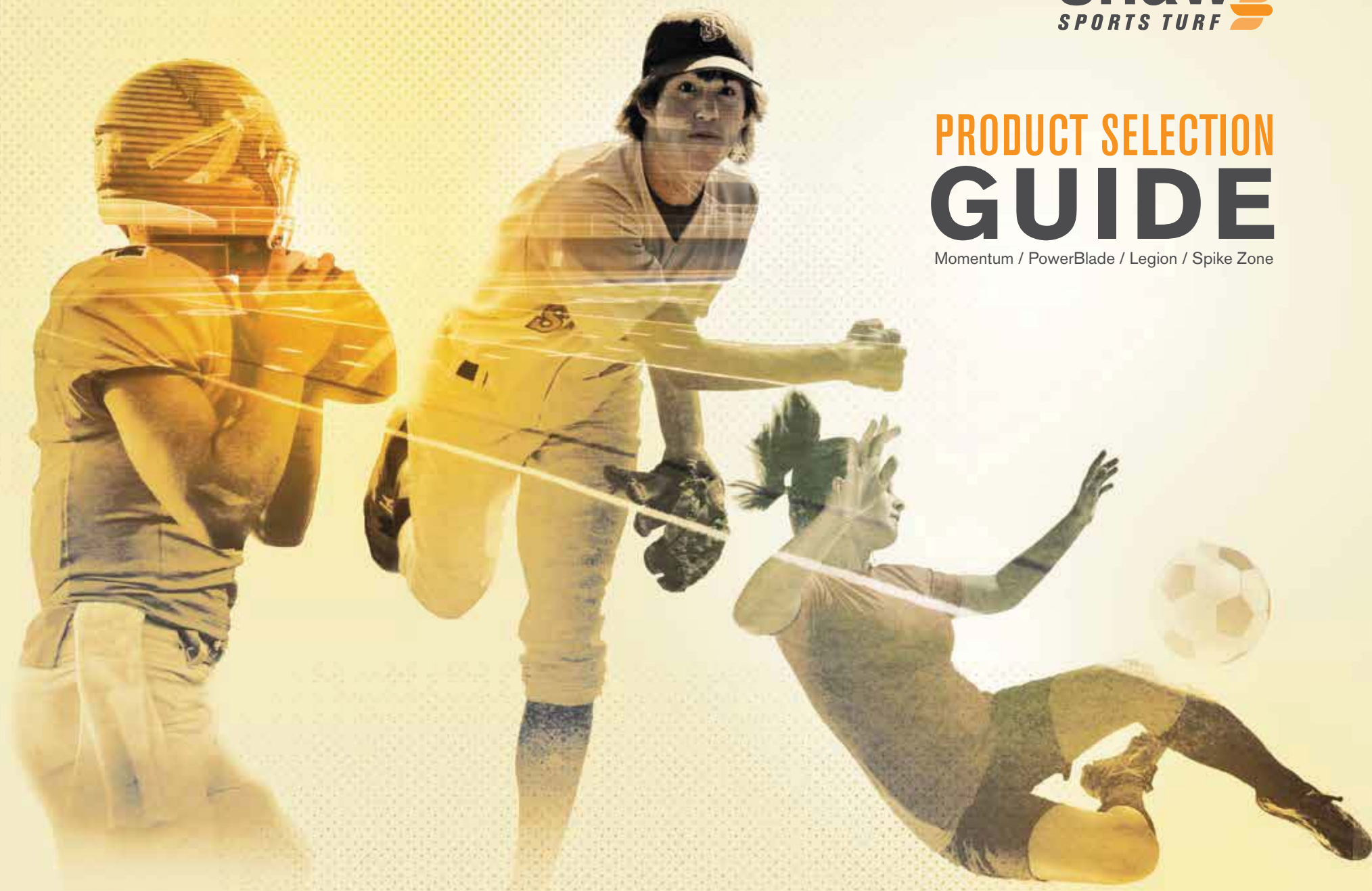
www.paragontracksurfaces.com





PRODUCT SELECTION GUIDE

Momentum / PowerBlade / Legion / Spike Zone



An aerial photograph of a football field with synthetic turf. The field is green with white yard lines and numbers. A large red end zone features the word 'STANFORD' in yellow block letters. Another red area further down the field has the 'SUN DEVILS' logo in yellow. A red running track surrounds the field. In the background, there are hills and some buildings.

BECAUSE IT'S MORE THAN A FIELD

When you choose Shaw Sports Turf, you're teaming up with a decades-long legacy of extraordinary performance and innovation driven by our parent company, Shaw Industries, a Berkshire Hathaway subsidiary.

With over 2,500 successful installations it's a legacy we're leveraging to provide high performance synthetic turf systems—setting new standards for design, quality and service in the process.

Mirroring the Shaw standard of service, our customer-focused culture allows for nothing short of 100% satisfaction.

HOW TO CHOOSE

THE FIBER TYPE THAT WILL BEST MEET YOUR NEEDS?

SLIT FILM

What is slit film? Also known as fibrillated or monotape. A single tape is made and then cut into slits from top to bottom to divide it in several tapes. Its interlaced structure makes it very **durable**, and **reduces infill flyout**. While our slit film fiber is great for many applications, it performs especially well for sports that require more toughness and strength including football fields, baseball/softball infields and in multi-use facilities.



STRENEXE

Available in our Momentum SD and HP systems, the Stenexe fiber is a work horse that provides just the right balance of durability and performance.



STRENEXE XD

The Strenexe XD fiber is available in the Momentum Pro system. This fiber has a superior slit film construction and has duotone color for tremendous versatility. It creates a long-lasting and consistent playing surface.

MONOFILAMENT

What is monofilament? It is a single strand of synthetic fiber bundled together to achieve a grass-like appearance. A monofilament fiber results in a more **controlled ball roll**. Monofilament also has less glare than a slit film resulting in a more **natural aesthetic**. While our monofilament fiber is an excellent option for numerous applications, it performs especially well for sports where ball-to-surface interaction is a key factor, including soccer fields and baseball/softball outfields.



DIAMOND MONOFILAMENT

The diamond shape monofilament fiber is designed with performance characteristics in mind. It is the go to fiber for many of the Shaw Sports Turf systems and sets the standard for ball-surface interaction. This fiber is designed to play and look more like natural grass.



BOLT MONOFILAMENT

The Bolt fiber, offered on premium turf systems, has a patented lightning bolt shape. This innovative shape gives it a stronger vertical axis for less breakdown and wear. The unique curved angles disperse light for a lower luster making a bolt field one of the most natural looking fields available.



THATCH

What is thatch? It is a textured yarn that is situated below the face yarn to enhance grass-pile recovery. It is added to systems to create a **matrix of protection** that minimizes infill movement and reduces migration to other areas of the field. This provides an extra layer of protection against inconsistent and unsafe playing surfaces.

SLIT FILM SYNTHETIC TURF SYSTEM

MOMENTUM®



Movement is at the core of all things sport: the athletes, the ball, and all interactions in between. Shaw Sports Turf's Momentum fiber system has what it takes to keep all the action on the field at full speed. Using slit film technology, its interlaced structure holds down infill and reduces fly-out while maintaining a sturdy, steady, and reliable playing surface for athletes to consistently play in peak conditions. In fact, slit film technology was the fiber basis for infilled systems from the beginning and is still chosen for its durability and performance characteristics.

Momentum is available in different configurations, each with its own distinct benefits to keep players on the move all season, every season.



MOMENTUM PRO

Utilizes the premium Strenexe XD fibers for superior construction

.....
Duotone color versatility for aesthetics

.....
Face weight optimized to provide the right mix of durability and performance



MOMENTUM HP

Strenexe slit film fibers for the right system construction

.....
Optimized face weight for durability and performance



MOMENTUM SD

Economical system to create a safe, playable system, at the right price

.....
Standard face weight to provide the right performance characteristics

All systems come with:

- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Industry leading quality
- Perfect mix of durability and performance
- Shaw backed warranty



MONOFILAMENT SYNTHETIC TURF SYSTEM

POWERBLADE®



Power is an explosive mix of strength and speed, a critical formula to outperform the competition. Shaw Sports Turf's PowerBlade fiber system provides the foundation athletes need to harness their potential. It is the go-to system for a surface where interaction with both the athlete and the ball are crucial to performance. Featuring long-lasting monofilament fibers designed to look and play more like natural grass, PowerBlade fields are ready to go, from pre-season to playoffs, for years to come.

PowerBlade comes in different configurations, each with its own distinct benefits to turn a field into a powerhouse.



POWERBLADE PRO

Premium lightning bolt shaped fibers

.....
Optimized face weight



POWERBLADE HP

Duotone, diamond-shaped monofilament fiber

.....
Optimized face weight



POWERBLADE SD

Duotone, diamond-shaped monofilament fiber

.....
Standard face weight

All systems come with:

- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Natural appearance
- Designed for performance characteristics
- Shaw backed warranty



HYBRID SYNTHETIC TURF SYSTEM

LEGION®



A team is a collection of players that work together to achieve a common goal. Just as teams have different positions for different roles, so does each part of Shaw Sports Turf's Legion fiber system. Combining slit film and monofilament fibers into one complete system, Legion provides the benefits of both: not only does it look like natural grass and allow for better ball roll, but it also has added durability and infill control.

Legion is available in different configurations, each with its own distinct benefits to make athletes play in a whole different league.



LEGION PRO

Premium construction of both Bolt monofilament and slit film fibers

.....
Optimized face weight for performance and infill flyout control



LEGION HP

Our best selling product

.....
Slit film and diamond-shaped monofilament construction
.....
Optimized weight



LEGION SD

Slit film and diamond-shaped monofilament construction

.....
Standard face weight

All systems come with:

- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Designed for optimal performance characteristics and allows for control of infill flyout
- Great balance of traction, foot stability and aesthetics
- Shaw backed warranty



SYNTHETIC TURF SYSTEM WITH THATCH

SPIKE ZONE®



Confidence in sport is built on trust—a trust in proven ability earned through hard work. Using a combination of fibers, Spike Zone synthetic turf systems by Shaw Sports Turf are designed with that same confidence in mind, backed with the science and testing to prove it. The tall fibers support the requirements for the ball and athlete to perform well, while the thatch layer adds another level of consistency for each step. How? Thatch supplies a matrix of protection that minimizes infill movement. The result is a field that appears lush, plays well, and lasts.

Each Spike Zone option is one of our proven Shaw Sports Systems combined with a valuable thatch layer.



SPIKE ZONE PRO

Patented design of threading 3 fibers,
monofilament, slit film and thatch fibers,
through a single needle

.....
Optimized face weight



SPIKE ZONE HP

Monofilament fibers with a thatch layer

.....
Optimized face weight



SPIKE ZONE SD

Slit film fibers with a thatch layer

.....
Standard face weight

All systems come with:

- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Spike Zone thatch layer helps reduce infill fly-out
- Maximum cleat-infill interaction
- Natural aesthetic, high performance and increased durability
- Shaw backed warranty



WHAT IS SHAW SPORTS TURF?

IT'S MORE THAN A FIELD.

IT'S A TOUCHDOWN DRIVE LATE IN THE GAME.

IT'S A WALK-OFF HOME RUN ON A SPRING AFTERNOON.

IT'S A PENALTY KICK TO WIN THE REGION CHAMPIONSHIP.

IT'S THE KIND OF TOUGH COACHING
THAT MAKES YOU BETTER AT BALL & LIFE.

IT'S A TOUGH LOSS THAT SPARKS

A DRIVE & INTENSITY THAT WASN'T THERE BEFORE.

IT'S A GREAT PERFORMANCE BY A 200-MEMBER BAND

AT HALFTIME ON FRIDAY NIGHT.

IT'S A BOOSTER CLUB MEETING TO PLAN FOR A GREAT SEASON.

IT'S REHASHING THE GAME OVER COFFEE

AT THE LOCAL DINER ON SATURDAY MORNING.

IT'S HOLDING HANDS IN THE STANDS.

IT'S A LITTLE BROTHER WHO WANTS TO GROW UP

& WEAR THE SAME NUMBER.

IT'S DREADING TWO-A-DAYS IN AUGUST, BUT PRAYING THAT

YOU'LL STILL BE PRACTICING ON THANKSGIVING.

IT'S A CROSS-TOWN RIVALRY THAT FILLS THE STANDS.

IT'S SIGNING A LETTER OF INTENT TO PLAY FOR A GREAT COLLEGE PROGRAM.

IT'S REMEMBERING & HONORING THE GREAT TEAMS OF THE PAST.

IT'S DEVELOPING A BOND THAT LASTS A LIFETIME.

IT'S ABOUT ACHIEVING MORE.