

TIPS VENDOR AGREEMENT

Between Premier Field Development and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170201 Trades, Labor and Materials (JOC)

General Information

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

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

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

Definitions

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

Assignments of Agreements

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

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

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

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

Shipments

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

Indemnity

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

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

Form of Agreement

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

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

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

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

Scope of Services

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

Special Terms and Conditions

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

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

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

TIPS Vendor Agreement Signature Form

RCSP 170201 Trades, Labor and Materials (JOC)

Company Name Premier Field Development

Address 207 Cedar Ave

City Snohomish State WA Zip 98290

Phone 360-563-5680 Fax 360-563-5686

Email of Authorized Representative joannek@premierfields.com

Name of Authorized Representative Joanne Kasch

Title Corporate Secretary


Signature of Authorized Representative 

Date 2/17/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759	Contact	Kim Thompson, TIPS Office Manager	Department Building
Fax	+1 (866) 749-6674			Floor/Room
Bid Number	170201 Addendum 1	Department Building		Telephone
Title	Trades, Labor and Materials (JOC)			Fax
Bid Type	RFP	Floor/Room		Email
Issue Date	2/2/2017 08:00 AM (CT)	Telephone	+1 (866) 839-8477	
Close Date	3/17/2017 03:00:00 PM (CT)	Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Premier Field Development Inc
Address 207 Cedar Avenue
Snohomish, WA 98290
Contact
Department
Building
Floor/Room
Telephone (360) 563-5680
Fax (360) 563-5686
Email
Submitted 3/15/2017 11:50:22 AM (CT)
Total \$0.00

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

Signature James E Gray

Email jimg@premierfields.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	WA, MT, UT, ID
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.)	Premier Field Development, Inc. is a specialized general contractor for sports facilities that has earned a reputation among architects, project owners, and synthetic turf manufactures. Projects range from the professional, collegiate, high school sports arenas, to city parks and community organized projects. Our employees have over 35 years of experience in all phases of athletic field construction for natural and synthetic turf fields, including laser guided equipment technology, subsurface drainage systems, permeable draining surfaces, running tracks, lighting and site furnishings for a completed project. Premier Field is a reliable company that will ensure each of our clients their project will be completed on time and beyond their expectations.
6	Primary Contact Name	Primary Contact Name	Jim Gray
7	Primary Contact Title	Primary Contact Title	Estimator
8	Primary Contact Email	Primary Contact Email	jimg@premierfields.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	360-563-5680
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	36-563-5686
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	425-444-3267
12	Secondary Contact Name	Secondary Contact Name	Dave Rice
13	Secondary Contact Title	Secondary Contact Title	Estimator
14	Secondary Contact Email	Secondary Contact Email	daver@premierfields.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	360-563-5680
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	360-563-5686
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	360-754-2709
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Julie Geddes
19	Admin Fee Contact Email	Admin Fee Contact Email	julieg@premierfields.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	360-563-5680
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Julie Geddes
22	Purchase Order Contact Email	Purchase Order Contact Email	julieg@premierfields.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	360-563-5680
24	Company Website	Company Website (Format - www.company.com)	http://www.premierfield.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-0423622
26	Primary Address	Primary Address	207 Cedar Ave
27	Primary Address City	Primary Address City	Snohomish
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	WA
29	Primary Address Zip	Primary Address Zip	98290
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.)	Sports field, synthetic turf, turf, grass, baseball, softball, soccer, football, construction,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Snohomish
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Washington
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes

39	Years Experience	Company years experience in this category?	12
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	Cost Works
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	
43	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.	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

46 Certification Regarding Lobbying

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

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

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

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

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

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

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

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

47 Regulatory Standing

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

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

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

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

Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

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

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

- 52 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes
- Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
- USDA is an equal opportunity provider, employer, and lender.

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

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

53 2 CFR PART 200 Contract Provisions
Explanation

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

(No Response Required)

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

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

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

54 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

55 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

56	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

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

61 Indemnification

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

Yes

62 Remedies

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

Yes, I Agree

63 Remedies Explanation of No Answer

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

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

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

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

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

Yes

73 Payment Terms and Funding Out Clause

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

Yes

74 Insurance and Fingerprint Requirements
Information

Insurance

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

Fingerprint

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

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

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

<p>75 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>76 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

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

Line Items		
Response Total:		\$0.00

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City/Owner	State	Contact Name	Contact Phone
Robinwoods Park	City of Bellevue	WA	Scott Vander Hyden	425-452-4169
Lakeside Middle School	Lakeside School	WA	DA Hogan/ Dave Anderson	206-285-0400
Seattle Seahawks Training Fac	Football NW LLC	WA	Elaine White	206-642-2397
Kings School	Christa Ministries	WA	Mark Maynard	206-546-7276
Ballard High School	Seattle School District	WA	FE Thompson/ Gene Thompson	206-795-7279
Grasslawn Park	City of Redmond	WA	Steve Gibbs	425-556-2729
Peninsula College	Port Angles	WA	Bruce Dees & Associates	253-627-7947
Island Crest Park	City of Mercer Island	WA	Robert Droll/ Don Campbell	253-970-7027
Husky Stadium	University of Wash/Seattle	WA	Field Turf/Greg Weisbrich	425-246-8087
MRW Synthetic Field & Track	Everett Naval Base	WA	NNAC, Inc/Kim Benson	208-635-5400
Kentwood High School	Kent School Dist	WA	Fred Long	253-373-7234
Whidbey Island NAS	Department of Navy	WA	SLA Landscape/ Erik Sweet	425-766-9535
Eisenhower High School	TIPS- Yakima School Dist	WA	Chuck Doan	509-573-7000
USA Utilization Member				
Lake Washington High School	Lake Washington School Dis	WA	DA Hogan/ Bob Harding	206-285-0400
TIPS- USA Utilization Member				
Naval Base Bangor	Dept of Navy	WA	Newton-Severson/Paul	360-377-4130
Kentridge High School	Kent School Dist	WA	Fred Long	253-373-7234
Art Crate Field Turf Replacement	Bethel School Dist	WA	Jim Hansen	253-683-6082
SERA Campus Multi-Purpose Field	Metro Parks/Tacoma	WA	Bruce Dees & Associates	253-627-7947
Voyager MS Track & Field Impr	Mukilteo SD/Everett	WA	Keith Stefanson	425-356-1216
Squalicum HS Tracck and Field	Bellingham School Dist	WA	Curtis Lawyer	360-676-6400
Kasch Park Soccer Fields Ph 2	Everett Parks Dept	WA	Russell Dance	425-257-7335
Billy Whiteshoes Youth Athletic Field	Lower Elwha Klallam Tribe	WA	Warren Stevens	360-452-8471
Wilson HS Track & Field Project	Tacoma Public Schools	WA	Robert Sawatzky	253-571-3350

FELONY CONVICTION NOTICE

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

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Joanne E. Kasch
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized Company Official: Joanne E. Kasch

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Premier Field Development, Inc.
(Name of Corporation)

I, Joanne E. Kasch certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Joanne E. Kasch
(Name of person who completed proposal document)

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

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

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



CORPORATE SEAL

Joanne E. Kasch
SIGNATURE

2/17/2017
DATE

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

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

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

☒ YES or NO ☐

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

☒ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

(b) Affirmative steps must include:

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

Company Name Premier Field Development, Inc.

Print name of authorized representative Joanne E. Kasch

Signature of authorized representative 

Date 2/17/2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT
IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT
OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS 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 Tex Gov't Code or other law(s), you **must make 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 the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT 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. 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:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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.

Premier Field Development, Inc.

Name of company expressly waiving confidential status of material

Joanne E. Kasch, Corporate Secretary Joanne E. Kasch

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

207 Cedar Avenue Snohomish WA 98290 360 563 5680
Address City State ZIP Phone



12100 NE 195th Street, Suite 200, Bothell, WA 98011-5768
P.O. Box 3018, Bothell, WA 98041-3018
Office: 425/489-4500
Fax: 425/485-8489

Insurance • Bonds • Employee Benefits

February 20, 2017

To: Whom It May Concern

Re: Premier Field Development, Inc.
Snohomish, WA

Dear Sirs:

This letter is written to provide an indication of the level of corporate surety support that is available to Premier Field Development, Inc. for prequalification services.

HUB International is the surety broker for Premier Field Development, Inc. Bonding support has been arranged through the International Fidelity Insurance Company (IFIC). IFIC is a well-established corporate surety and is a leading writer of surety bonds in the United States. IFIC carries an A M Best Rating of A-.

IFIC is prepared to support Premier Field Development, Inc. on single projects of up to \$3,000,000 in dollar amount and aggregate programs of approximately \$6,000,000 at the same time. Obviously, each request for surety will be considered on the total underwriting merits of the project and the associated work program at the time the bond is requested.

Both HUB International and IFIC are pleased to be able to support Premier Field Development, Inc. in this manner and you are invited to contact the undersigned should you have any questions or comments.

Thank you,

A handwritten signature in black ink, appearing to read "Steve Wagner".

Steve Wagner, MBA, CPCU, AFSB
Account Executive, Bond Department Manager



Premier
Field Development

M/D/Year

School, College,...

Xxxxx xx xxxxx

City, ST Zip Code

Re:

Project #

Dear, To Whom it concerns

Premier Field Development extends a full one (1) year warranty from Substantial Completion Date, M/D/YEAR against all materials and workmanship. All work is done to industry standards and state labor laws.

Sincerely,

Jim Gray
Estimator/pm
Premier Field Development

SPORTSFIELD SPECIALTIES, INC. PRODUCTS LIMITED WARRANTY

SOCCER GOALS

Sportsfield Specialties, Inc. warrants to the first retail purchaser that its new Sportsfield Specialties, Inc. products are free from defects in material and workmanship. This warranty does not cover defects or product failure caused by the following:

- (a) Shipping or improper handling;
- (b) Improper storage, installation, maintenance or repair;
- (c) Installation which is not in strict compliance with the published installation instructions for the product;
- (d) Abuse, use for a purpose or in a manner for which the product was not intended, abnormal use or accident; or
- (e) Loads in excess of manufacturer's recommendation.

This warranty is effective for a period of five (5) years from the date of original purchase. During the applicable warranty period, manufacturer will, at its option, either repair or replace any defective product, without charge, provided the defect is reported to the address listed below, within the five (5) year warranty period, accompanied by (i) a detailed description of the product defect or failure, and when and from whom the product was purchased (ii) a copy of the purchase invoice (necessary to prove the date of purchase) and (iii) the defective part or product, freight and shipping costs prepaid (all shipping and transportation costs associated with the return of the defective product are the responsibility of the purchaser). Warranty problems are to be reported to:

Sportsfield Specialties, Inc.
41155 State Highway 10
P.O. Box 231
Delhi, New York 13753

THIS LIMITED WARRANTY REPLACES ANY OTHER WARRANTY, EXPRESS OR IMPLIED. REMEDIES UNDER THIS WARRANTY, UNDER ANY EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. NO OTHER REMEDY IS AVAILABLE UNDER THIS WARRANTY, UNDER ANY EXPRESS WARRANTY NOT NEGATED HEREBY, OR UNDER ANY IMPLIED WARRANTY. ANY IMPLIED WARRANTIES WHICH MAY ARISE DUE TO OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS WARRANTIES NOT NEGATED HEREBY, ARE GIVEN SOLELY TO THE FIRST RETAIL PURCHASER AND ARE LIMITED IN DURATION TO FIVE (5) YEARS* FROM THE DATE OF PURCHASE BY THE RETAIL PURCHASER.

THIS WARRANTY, OR ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY, AND ANY IMPLIED WARRANTY DO NOT COVER, AND WE WILL NOT BE RESPONSIBLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES**, INCLUDING BUT NOT LIMITED TO THE COST OF DISASSEMBLY AND REINSTALLATION, INJURY TO OTHER PROPERTY, LOSS OF USE, OR OTHER COMMERCIAL LOSSES. WHERE, DUE TO OPERATION OF LAW, CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY, OR UNDER ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, THEY ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE OF THE PRODUCT**.

* Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

** Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply.

This warranty provides specific legal rights. Other rights, varying from state to state, may also apply.

SPORTSFIELD SPECIALTIES, INC. ® PRODUCTS LIMITED WARRANTY

Sportsfield Specialties, Inc. warrants to the first retail purchaser that its new Sportsfield Specialties, Inc. products are free from defects in material and workmanship. This warranty does not cover defects or product failure caused by the following:

- (a) Shipping or improper handling;
- (b) Improper storage, installation, maintenance or repair;
- (c) Installation which is not in strict compliance with the published installation instructions for the product;
- (d) Abuse, use for a purpose or in a manner for which the product was not intended, abnormal use or accident; or
- (e) Loads in excess of manufacturer's recommendation.

This warranty is effective for a period of one (1) year from the date of shipment. During the applicable warranty period, manufacturer will, at its option, either repair or replace any defective product, without charge, provided the defect is reported to the address listed below, within the one (1) year warranty period, accompanied by (i) a detailed description of the product defect or failure, and when and from whom the product was purchased (ii) a copy of the purchase invoice (necessary to prove the date of purchase) and (iii) the defective part or product, freight and shipping costs prepaid (all shipping and transportation costs associated with the return of the defective product are the responsibility of the purchaser). Warranty problems are to be reported to:

Sportsfield Specialties, Inc.
41155 State Highway 10
P.O. Box 231
Delhi, New York 13753

THIS LIMITED WARRANTY REPLACES ANY OTHER WARRANTY, EXPRESS OR IMPLIED. REMEDIES UNDER THIS WARRANTY, UNDER ANY EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. NO OTHER REMEDY IS AVAILABLE UNDER THIS WARRANTY, UNDER ANY EXPRESS WARRANTY NOT NEGATED HEREBY, OR UNDER ANY IMPLIED WARRANTY. ANY IMPLIED WARRANTIES WHICH MAY ARISE DUE TO OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS WARRANTIES NOT NEGATED HEREBY, ARE GIVEN SOLELY TO THE FIRST RETAIL PURCHASER AND ARE LIMITED IN DURATION TO ONE (1) YEAR* FROM THE DATE OF PURCHASE BY THE RETAIL PURCHASER.

THIS WARRANTY, OR ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY, AND ANY IMPLIED WARRANTY DO NOT COVER, AND WE WILL NOT BE RESPONSIBLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES**, INCLUDING BUT NOT LIMITED TO THE COST OF DISASSEMBLY AND REINSTALLATION, INJURY TO OTHER PROPERTY, LOSS OF USE, OR OTHER COMMERCIAL LOSSES. WHERE, DUE TO OPERATION OF LAW, CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY, OR UNDER ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, THEY ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE OF THE PRODUCT**.

* Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

** Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply.

This warranty provides specific legal rights. Other rights, varying from state to state, may also apply.

AAE Warranty

AAE's standard one-year limited warranty (see details of Extended Limited Warranty Program below) certifies to the original purchaser that AAE will repair or replace (free of charge) any product **manufactured by AAE**, used only under normal conditions, which proves defective in workmanship or material (in AAE's sole discretion) within one year of the original purchase date. The determination whether to repair or replace the product shall be in AAE's sole discretion.

THIS LIMITED WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE WARRANTY DESCRIBED HERE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS.

To initiate a warranty claim, the purchaser must contact the Customer Service Department within the defined warranty period:

AAE Customer Service Warranty Program
1000 Enterprise Drive, Royersford, PA 19468
Toll Free 800.523.5471(tel:8005235471) or Fax 610.825.2378(tel:16108252378)
aaewarranty@AAEsports.com(mailto:aaewarranty@AAEsports.com)

The purchaser is responsible for the return of any defective product to AAE's manufacturing facility in Royersford, PA at the purchaser's cost. All returns must be preauthorized by AAE in writing. Shipping costs for return to the purchaser of repaired or replaced product are the responsibility of AAE. They will be returned via shipper of AAE's choice. Expedited shipping may be available at the purchaser's additional cost.

This warranty does not cover defects or damage caused by: improper assembly, installation or operation; failure to follow the instructions that accompany the product; accidents; fire, flood, wind, hail or other Acts of God; extraordinary impact; vandalism, riot or civil disorder; misuse or abuse; or deterioration expected from normal use. Any unauthorized modification of an AAE product will render this warranty null and void. Aesthetic imperfections (i.e. paint, finish, etc.) are not covered by this warranty; however, AAE shall consider such claims on a case-by-case basis.

This warranty only applies to products that appear in AAE's print or online catalogs. Most of the products that appear in AAE's print and online catalogs are manufactured by AAE at its own facility in Royersford, Pennsylvania. However, there are some products that appear in the catalogs that AAE purchases and resells but does not manufacture. Products that are manufactured by someone other than AAE are covered only by the warranty, if any, provided by the manufacturer. This AAE warranty does not cover products that are manufactured by someone other than AAE that are merely resold by AAE to the customer and the AAE warranty is limited to products actually manufactured by AAE. If you have any question whether a particular product is manufactured by AAE, please inquire at the time you place your purchase order.

AAE's liability shall never exceed the price of the defective material. Under no circumstances shall AAE be obligated for incidental, consequential or other damages, losses, or expenses resulting directly or indirectly from the use or inability to use the product purchased, including but not limited to expenses for labor or material to disassemble, temporarily replace, reassemble or reinstall the product.

This warranty shall only apply to customers located within the United States (excluding Alaska and Hawaii).

Extended Limited Warranty Program

AAE has created an extended limited warranty program for certain AAE-manufactured products that are purchased and shipped on or after January 1, 2013. The extended warranty program applies only to those products listed below. It does not apply to any products purchased or shipped before January 1, 2013. It does not apply to the excluded parts identified below. The terms of the extended warranty for a listed product are the same as the terms of AAE's standard one-year warranty set forth above except that the time period of the warranty for the listed products is extended. The listed term of years for the extended warranty for any particular product is in lieu of the standard one-year term and not in addition to the standard one-year term. Click on AAE Limited Warranty(/v/vspfiles/assets/misc/AAE-Limited-Warranty-040116.pdf) for printable PDF.

Model	Total Warranty Period	Exclusions (if any)
ADC	25 years	Wheels
AHG (all sizes/models)	25 years	Wind Directional Flags
AHG-RUGBY	25 years	Wind Directional Flags
AHG-RUGBY-I	15 years	Wind Directional Flags
AMC	25 years	Wheels
ASC	25 years	Wheels
ASG/HSG (all sizes/models)	25 years	Wind Directional Flags
AYG (all sizes/models)	25 years	Wind Directional Flags
CAG/CSF (all sizes/models)	10 years	Nets
EESG (all sizes/models)	25 years	Wind Directional Flags
ESG (all sizes/models)	25 years	Wind Directional Flags
FHG	10 years	Nets; Wheels
HBS-1	8 years	Netting; Posts damaged by netting not lowered in high winds
HBS-2	8 years	Netting; Posts damaged by netting not lowered in high winds
HEG (all sizes/models)	25 years	Wind Directional Flags
HSAH	12 years	Board; Risers; Lightweight Crosstube
HSAH-III	15 years	Board; Risers
HSG (all sizes/models)	25 years	Wind Directional Flags
IAP-26	10 years	
IAP-28	10 years	
LEXAN-I	4 years	
LEXAN-II	8 years	
LG	8 years	Nets; Wheels
LHC (all models)	15 years	Wheels
MACH-1	15 years	Rubber pads
MACH-2	15 years	Rubber pads
MACH-1	15 years	Rubber pads
MBS-15-P	8 years	Netting; Posts damaged by netting not lowered in high winds
MBS-20	8 years	Netting; Posts damaged by netting not lowered in high winds
MBS-25	8 years	Netting; Posts damaged by netting not lowered in high winds
MBS-30	8 years	Netting; Posts damaged by netting not lowered in high winds
MBS-35	8 years	Netting; Posts damaged by netting not lowered in high winds
MBS-40	8 years	Netting; Posts damaged by netting not lowered in high winds
MBS-F	8 years	Netting; Posts damaged by netting not lowered in high winds; Fencing
MBS-O-20	8 years	Netting; Posts damaged by netting not lowered in high winds

MBS-O-25	8 years
MBS-O-30	8 years
MBS-O-35	8 years
MBS-O-40	8 years
MJS	15 years
PFS (all models)	8 years
PVS (all models)	10 years
RJS	10 years
RRK	7 years
SAP-25	10 years
SAP-27	10 years
FMBS	8 years
SBS-20	8 years
SBS-25	8 years
SBS-30	8 years
SBS-35	8 years
SBS-40	8 years
SCAH	12 years
SGR-P (all sizes)	10 years
SGR-P/I	10 years
SGR-SP (all sizes)	10 years
SHJ-26XL	10 years
SHJ-28XL	10 years
SPV-30XL	10 years
SPV-30XXL	10 years
SPV-32XL	10 years
SPV-32XXL	10 years
XLAH	20 years
XLAH-CP	20 years
XLAH-HS	20 years
XLAH-II	20 years

Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Hardware
 Mis-installed product
 Offset Arms; Runway Frames; Wheels
 Hardware

Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Netting; Posts damaged by netting not lowered in high winds
 Board; Risers; Lightweight Crosstube
 Nets; Wheels
 Nets; Wheels
 Nets

Board; Risers
 Board; Risers
 Board; Risers
 Board; Risers

LIVE CHAT

CONTACT US

Call Us

800-523-5471 (tel:8005235471)

Mon-Fri 9am-5pm EST

Email Us

info@aaesports.com(mailto:info@aaesports.com)

CUSTOMER SERVICE

My Account(/myaccount.asp)

AAE Warranty(<http://www.aaesports.com/aae-equipment-warranty-s/135.htm>)

Return Policy(<http://www.aaesports.com/return-policy-s/228.htm>)

Parts & Kits(<http://www.aaesports.com/parts-kits-s/229.htm>)

Download Catalog(<http://www.aaesports.com/download-catalog-s/224.htm>)

COMPANY

About Us(<http://www.aaesports.com/about-aae-s/142.htm>)

Customer Testimonials
 (<http://www.aaesports.com/customer-testimonials-s/145.htm>)

Privacy Policy(<http://www.aaesports.com/privacy-policy-s/147.htm>)

Terms & Conditions(<http://www.aaesports.com/terms-and-conditions-s/146.htm>)

Contact Us(<http://www.aaesports.com/contact-us-s/134.htm>)

PAYMENT METHODS



FOLLOW US

(<http://www.facebook.com/myAAEworld>)

(http://twitter.com/intent/follow?source=followbutton&variant=1.0&screen_name=myaaeworld)

(<http://www.linkedin.com/company/aluminum-athletic-equipment-co.>)

(http://www.youtube.com/user/myAAEworld?sub_confirmation=1)

(<http://www.pinterest.com/myAAEworld>)



Brock® PowerBase™ Limited Product and Performance Warranty

Brock International L.L.C. ("Brock") warrants to the owner of the playing field or fields at which Brock PowerBase™ panels ("Panels") have been installed ("Owner") that the Panels are warranted against various cracking, shattering, splitting or deflection in excess of limits described below, under normal and proper use as an underlayment for an artificial turf sports surface and shall be free from defects in material and workmanship for a period of twenty (20) years after the date of installation ("Warranty Period"). Brock also warrants that the Panels will continue to act as a shock absorbing and drainage layer during the Warranty Period, as long as they are not subjected to compressive static stress in excess of 35 pounds per square inch ("psi") for a period greater than 30 minutes, or dynamic compressive impact in excess of 106 psi.

Brock will indemnify, defend (with counsel of Brock's choice or Brock's insurance carrier's choice) and hold harmless the owner against any loss, liability or claim arising from breach of the warranty, to the extent set forth below. If Brock determines that any Panels do not conform to this Warranty, Brock shall deliver to the Owner and install new Panels to replace the non-conforming Panels. The installation shall include the temporary removal and repair or replacement of its artificial turf and infill over the affected area. Brock shall have reasonable discretion as to whether to repair or make replacement or the artificial turf. Owner shall give Brock reasonable advance notice of replacement of the entire turf surface (for reasons other than breach of Brock Warranty) so that a Brock representative will be present at the time of turf replacement to inspect the Brock panels for lack of damage which would void the Warranty. The Warranty will not continue in effect after turf replacement if such notice is not given.

Restrictions

This Limited Product Warranty ("Warranty") shall be effective only if (1) the Owner gives Brock written notice of a claim under this Warranty within thirty (30) days after the Owner discovers the existence of the condition that gives rise to the claim, and (2) an opportunity to then inspect the Panels in place as originally installed) with respect to which the claim is made.

Exclusions

There shall be no warranty as to any permanent depression of the surface of Brock PowerBase™ panels which is less than 20% of the total thickness of the panel. This Warranty shall not apply to any Panels which have once been installed and thereafter removed to a new location.

Notwithstanding anything to the contrary in this Warranty, any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of Brock and is NOT covered by this Warranty:

1. Improper handling or use of Panels after delivery to the job site, including, but not limited to, imposition of excessive static loads (in excess of 35 psi for a period greater than 30 minutes); or dynamic loads (impact in excess of 106 psi) or breaking or improper cutting of Panels during the installation process;
2. Improper or inadequate site preparation, including, without limitation, improper or inadequate base material, improper or inadequate base material grading or compaction, or improper design or installation of drainage facilities or field edging;
3. Improper installation of Panels, including, without limitation, failure to comply with Brock installation instructions;
 - a. Flashes, fires, winds, lightning, accident, vandalism, terrorism, war, malicious mischief, or other causes outside the control of Brock;
5. Improper use or protection after installation, including, without limitation, imposition of excessive static loads (in excess of 35 psi for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 psi), or cutting of panels by any cause after installation;
6. Soil expansion or contraction, subsidence, shifting, compression, erosion or any other condition related to the soil, base or subsurface upon which the Panels are installed;
7. Improper installation, maintenance, repair or replacement of the field's artificial turf system;
8. Extended exposure of the Panels to sunlight or other source of ultraviolet light.

Power

Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED STATUTORY OR OTHERWISE CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE, EXCEPT AS SET FORTH IN THIS WARRANTY. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of Damages

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PANELS FOR WHICH A CLAIM IS MADE AND PROVED AND REPAIR OR REPLACEMENT OF OVERLYING ARTIFICIAL TURF. IN NO EVENT SHALL BROCK BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PLAYING FIELD.

No person other than the Owner or Brock or a signatory purchaser shall have any right to enforce any term of this Warranty. Brock shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Owner, to any purchaser of substantially all of the assets of Brock or to any financially responsible party in connection therewith.

Any dispute or claim arising out of or related to this warranty or the contract or contracts related to the sale and/or installation of Brock PowerBase™ panels shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event of the arbitration (or litigation), or any such dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorneys fees, expert witness fees, and other costs associated with the particular claim.

Location or Identification of Playing Field or Fields covered by this Warranty:

Agreed and Accepted with respect to Playing Fields above described.

Field Owner

By _____ Date _____

Title:

Authorized Representative of Owner

Purchaser (if Not the Owner):

Purchaser agrees to be bound by the foregoing Warranty, and is entitled to the obligations of Brock thereunder.

Purchaser's Name

By _____ Date _____

Title:

Authorized Representative of Purchaser

Terms and Conditions



Limited Warranty

Jaypro warrants all of our products against defects in workmanship and material for three years, from the date of shipment, unless otherwise noted in this catalog. Nets are warranted for one year. Normal deterioration of products due to weather, wear and tear or other causes that do not affect functional use are not covered by this warranty. In no case do we warrant any product's safe and useful life to be greater than ten years. Alteration or modification of the product voids any warranty. Jaypro reserves the right to repair, replace or refund, as appropriate. Please contact Jaypro for instructions and return authorization. This limited warranty is exclusive and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Jaypro shall not be liable for any incidental or consequential damages of any nature whatsoever. This warranty gives you specific legal rights, and may also have other rights, which vary from state to state.

Prices

Prices are subject to change without notice.

Payment Terms

All orders are subject to credit approval. Payment on account is due 30 days from invoice date. All past due accounts are

subject to a 1-1/2% per month (18% per year) interest charge and collection costs.

Ordering

Jaypro Customer Service Representatives are ready to help you from 8:30am to 5:00pm EST. Please verify the accuracy of your order particularly as to shipping instructions, model number, quantities, unit of measure and color. Customers are responsible for all freight charges plus a 20% restocking charge to cover cost incurred in correcting inaccurate orders. Please help us avoid this problem.

Please note you need not mail written confirmation of a phone order, but if sent, it must show the same purchase order number stated on the phone and must be marked "Confirmation of Phone Order".

FOB Waterford, CT

Title passes to the customer at the time your shipment is delivered to the freight carrier in Waterford, CT. Freight claims for lost or damaged goods are the responsibility of the customer, however, Jaypro will assist wherever possible. Please note on the bill of lading any damages or shortages before signing, and notify your local freight agent to secure settlement.

Product Redesign

Jaypro reserves the right to redesign or change materials of products shown in this catalog in order to improve safety,

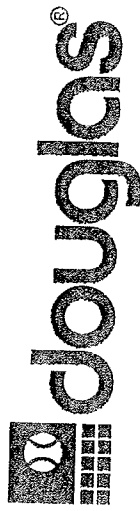
durability, installation, or value.

Return Goods

Jaypro will accept the authorized return of all standard products for any reason within 30 days of shipment. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. The returned goods must be accompanied by Jaypro's return authorization number which is obtained by furnishing us with an invoice number, catalog number, date of purchase, and reason for return. All returned merchandise must be shipped prepaid, in accordance with Jaypro shipping instructions, in the original cartons and returned goods authorization number must appear on the shipping label. Customer is responsible for a 20% restocking charge plus applicable damage or freight costs.

WARNING:

All sporting activities carry the risk of injury to the participants. Improperly maintained equipment and inadequately supervised programs are significant contributing factors. All equipment must be thoroughly inspected and maintained to reduce the risk to the users.



For over 40 Years, Douglas® has provided our customers
with superior products and exceptional service.

Warranty: Douglas® products are warranted against material defects and poor workmanship for a period of 1-year unless otherwise stated below or on Douglas® literature. Misuse or vandalism is not covered by any warranty. Douglas® will repair or replace defective items upon authorized return. Douglas® will pay ground freight only to replace defective products

Return Policy: No merchandise may be returned without prior authorization. Upon receipt of request for return, an RA# (return authorization number) will be issued and must appear on all return shipping labels.

WDN-420 Knotless 1-3/4" SQ Mesh Black Netting, Tape Bound w/Grommets: 1 Year Warranty

