



## **Agreements**

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

## **Tax exempt status**

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

## **Assignments of Agreements**

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

## **Disclosures**

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

## **Term and Renewal of Agreements**

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

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

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

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

## **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall

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

### **Invoices**

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

### **Payments**

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

### **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

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

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

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

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

## **Indemnity**

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

## **State of Texas Franchise Tax**

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

## **Miscellaneous**

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

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

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

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

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

## **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized

signatory of TIPS.

### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

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

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

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

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

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Safety Measures**

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

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

## **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

## **Supplemental Agreements**

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

## **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

## **Legal obligations**

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

## **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-

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

### **Force Majeure**

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

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

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

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

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

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

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

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

**Support Requirements**

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

**Incorporation of Solicitation**

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

**SECTION HEADERS OR TITLES**

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

**STATUTORY REQUIREMENTS**

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

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

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

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

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

**Insurance Requirements**

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

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



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

## Special Terms and Conditions

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

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 200205 Synthetic or Natural Sports Fields, Courts or Tracks

PART 1 ONLY

Company Name Zoche LLC

Address 130 N Wilson ST.

City Burleson State Tx Zip 76028

Phone 817.246.2223 Fax \_\_\_\_\_

Email of Authorized Representative michael@zochellc.net

Name of Authorized Representative Michael Hunter

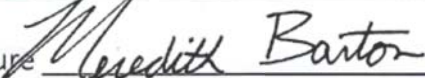
Title President

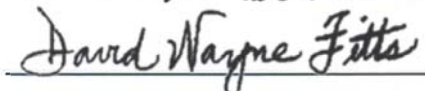
Signature of Authorized Representative 

Date 3.17.20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/23/2020

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

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



## 200205 Addendum 2 Zoche, LLC Supplier Response

### Event Information

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

### Contact Information

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

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

## Zoche, LLC Information

Contact: Michael Hunter  
Address: 130 N Wilson St  
Burlison, TX 76028  
Phone: (855) 727-0900  
Toll Free: (855) 727-0900  
Email: michael@zochellc.net

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

Michael Hunter  
*Signature*

michael@zochellc.net  
*Email*

Submitted at 3/25/2020 9:27:57 AM

## Requested Attachments

### Vendor Agreement part 1

8 - 200205 Vendor Agreement\_PART ONE ONLY COMPLETE.pdf

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

### Agreement Signature Form part 1

9 - 200205 Agreement\_Signature\_Form\_PART ONE ONLY COMPLETE Signed.pdf

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

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

### Vendor Agreement Part 2

12 - 200205 Vendor\_Agreement\_JOC\_PART 2 ONLY.pdf

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

### Agreement Signature Form Part 2

13 - 200205 Agreement Signature Form Part 2 Signed.pdf

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

### Part 1 Pricing Spreadsheet #1

4 - 200205 Pricing form part one COMPLETE.xlsx

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

### Part 1 Pricing Spreadsheet #2

6 - 200205 Pricing\_form\_2\_PART ONE ONLY Complete.xlsx

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

## Part 2 Pricing Sheet JOC

6 - 200205 Pricing\_form\_2\_PART ONE ONLY Complete.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

## References

14 - References Complete.xls

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

## Proposed Goods and Services

Proposed Goods.xlsx

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

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

16 - Dealership Listings.pdf

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

## D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Supplementary

Brochures.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

ZOCHE PNG.png

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

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

No response

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

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

No response

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

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

**Bonding Capacity Letter from Surety/Insurance Company**

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

**Bid Attributes**

**1 Yes - No**  
 Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

**2 Yes - No**  
 Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>  
 Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

**3 Yes - No**  
 The Vendor can provide services and/or products to all 50 US States?

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

**5 Company and/or Product Description:**  
 This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

**6 Primary Contact Name**  
 Primary Contact Name

**7 Primary Contact Title**  
 Primary Contact Title



<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="michael@zochellc.net"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8172462223"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8172462244"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8178809231"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Dalana Middleton"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Office Manager"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="dalana@zochellc.net"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8172462223"/>
<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

1 8	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input data-bbox="97 149 1560 201" type="text" value="Elaine Wright"/>
1 9	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input data-bbox="97 306 1560 365" type="text" value="elaine@zochellc.net"/>
2 0	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input data-bbox="97 501 1560 558" type="text" value="8173498349"/>
2 1	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input data-bbox="97 665 1560 722" type="text" value="Dalana Middleton"/>
2 2	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input data-bbox="97 829 1560 886" type="text" value="dalana@zochellc.net"/>
2 3	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input data-bbox="97 1022 1560 1079" type="text" value="8172462223"/>
2 4	<b>Company Website</b> Company Website (Format - www.company.com) <input data-bbox="97 1182 1560 1243" type="text" value="www.zochellc.net"/>
2 5	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input data-bbox="97 1346 1560 1407" type="text" value="82-0837663"/>
2 6	<b>Primary Address</b> Primary Address <input data-bbox="97 1499 1560 1570" type="text" value="130 N Wilson St."/>
2 7	<b>Primary Address City</b> Primary Address City <input data-bbox="97 1663 1560 1734" type="text" value="Burleson"/>
2 8	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input data-bbox="97 1827 1560 1898" type="text" value="Tx"/>

29	<b>Primary Address Zip</b>
	Primary Address Zip <input type="text" value="76028"/>

30	<b>Search Words:</b>
	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. <b>YOU MAY NOT LIST NON-CATEGORY ITEMS.</b> (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="sports, multipurpose flooring, sports flooring, gym flooring, weight room flooring, playground, sports surfaces, rubber, vinyl, wood, linoleum, basketball, volleyball, yoga, daycare, Plae tiles"/>

31	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b>
	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.  Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? <input type="text" value="Yes"/>

32	<b>Yes - No</b>
	Certification of Residency - The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?  This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS. <input type="text" value="Yes"/>

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

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

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

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

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

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.  
Must answer with a number between 0% and 100%.

**36 TIPS administration fee**

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

**37 Yes - No**

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

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

**38 Yes - No**

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

**39 Years experience in this category of goods or services.**

Company years experience in this category of goods or services?

4  
0

**Resellers:**

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

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

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

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

Yes

4  
1

**Right of Refusal**

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

Yes

4  
2

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

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

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

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

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

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

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

**4 4 Filing of Form CIQ**

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

**4 5 Regulatory Standing**

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

**4 6 Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

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

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

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Suspension or Debarment Instructions

### Instructions for Certification:

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

**4** **Suspension or Debarment Certification**

**9**

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

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

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

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

**0**

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

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

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

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

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

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



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

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

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

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

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

**5**  
**2** **2 CFR PART 200 Contracts**

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

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

Does vendor agree?

**5**  
**3** **2 CFR PART 200 Termination**

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

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

Does vendor agree?

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

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

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

Does vendor agree?

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

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

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

Does vendor agree?

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

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

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

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

**57 2 CFR PART 200 Procurement of Recovered Materials**

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

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

**58 Certification Regarding Lobbying**

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

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

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

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

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

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

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

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

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

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

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

**6  
1 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

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

do you agree to comply with the following federal requirements?

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

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

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

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

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

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

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

No response

**6  
2 If proposing on PART 2, Davis-Bacon Act compliance.**

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

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

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

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

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

**64 Indemnification**

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

Do you agree to these terms?

**65 Remedies**

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

Do you agree to these terms?

**66 Remedies Explanation of No Answer**

**6**  
**7** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.  
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**6**  
**9** **Alternative Dispute Resolution Explanation of No Answer**

**7**  
**0** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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

**7**  
**2** **Acts or Omissions**

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

Do you agree to these terms?

**7  
3** Acts or Omissions Explanation of No Answer

No response

**7  
4** Contract Governance

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

Yes

**7  
5** Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes

**7 Insurance and Fingerprint Requirements Information**

**6 Insurance**

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

**Fingerprint**

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

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

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

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

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

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



## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

None

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

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

**7** **Texas Government Code 2270 Verification Form**

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

The relevant section addressed by this form reads as follows:

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

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

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

AND

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

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

**80 Logos and other company marks**

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

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**81 Solicitation Deviation/Compliance**

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

**82 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.

**83 Agreement Deviation/Compliance**

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

**84 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.

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

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

price increases will be < 5% annually per question

**8 6 Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

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

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

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

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

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

N/A

**8 8 Required Confidentiality Claim Form**

Required Confidentiality Claim Form

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

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

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

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

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

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

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

**91 Indemnity Limitation with TIPS Members**

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

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

**92 Arbitration Clauses**

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

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



**Required Confidential Information Status Form**

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

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

Zoche LLC

Name of company

Michael Hunter President


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

130 N Wilson St.	Burleson	Tx	76028	817.246.2223
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

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

**ATTACHED** ARE COPIES OF Dealership Listings (8) PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature  Date 3.17.2020

**OR** -----

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

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

Signature \_\_\_\_\_ Date 3.17.2020



 **Tarkett**SPORTS

**OMNISPORTS**

.....  
**PLAY WITHOUT BOUNDARIES**



# GREAT SPACES ONE SURFACE AT A TIME



## AN INDUSTRY LEADER

Tarkett Sports is a division of the Tarkett Group, which was established in 1886. The knowledge and expertise accrued by Tarkett over 130 years has made it one of the largest flooring manufacturers in the world.

With over \$2.5 Billion in annual sales and an average of 13 million square feet of flooring produced per day, Tarkett is a global leader in commercial, residential, and sports solutions.



# BUILT STRONGER, TOGETHER

Tarkett Sports does it all. We offer a full range of surfacing products. From our line of commercial, residential and athletic artificial turf, sports tracks, and indoor flooring, we have the right solution to fit your needs. Tarkett Sports is built stronger, together.



# WHY TARKETT SPORTS



## TARKETT SPORTS BRAND

Tarkett Sports is a world leader in athletic surfacing, offering a comprehensive portfolio of sports flooring solutions through its brands: FieldTurf, Beynon Sports, Renner Sports, EasyTurf, Desso, GrassMaster, PlayMaster and Tarkett Sports Indoor.



## DESIGN & CONSTRUCTION EXPERTS

Tarkett Sports and our partners are some of the most experienced and knowledgeable teams in the industry. When it comes to the design and construction of your sports surface, we are the experts.



## FINANCIALLY STABLE

The Tarkett Group is a worldwide leader of innovative flooring and sports surface solutions. Tarkett Sports Indoor is backed by unprecedented financial support and stability. You can rest easy.



## LEADING DURABILITY

Manufactured and installed with the highest attention to detail, Tarkett Sports Indoor's systems showcase proven durability.



## EXPERIENCE

With over 5,000 installations in North America in the last 10 years, Tarkett Sports Indoor has the knowledge and expertise to make your sports facility a success.



## TRUSTED

For indoor facilities, Tarkett Sports Indoor offers the most trusted sports flooring for various style facilities in North America.



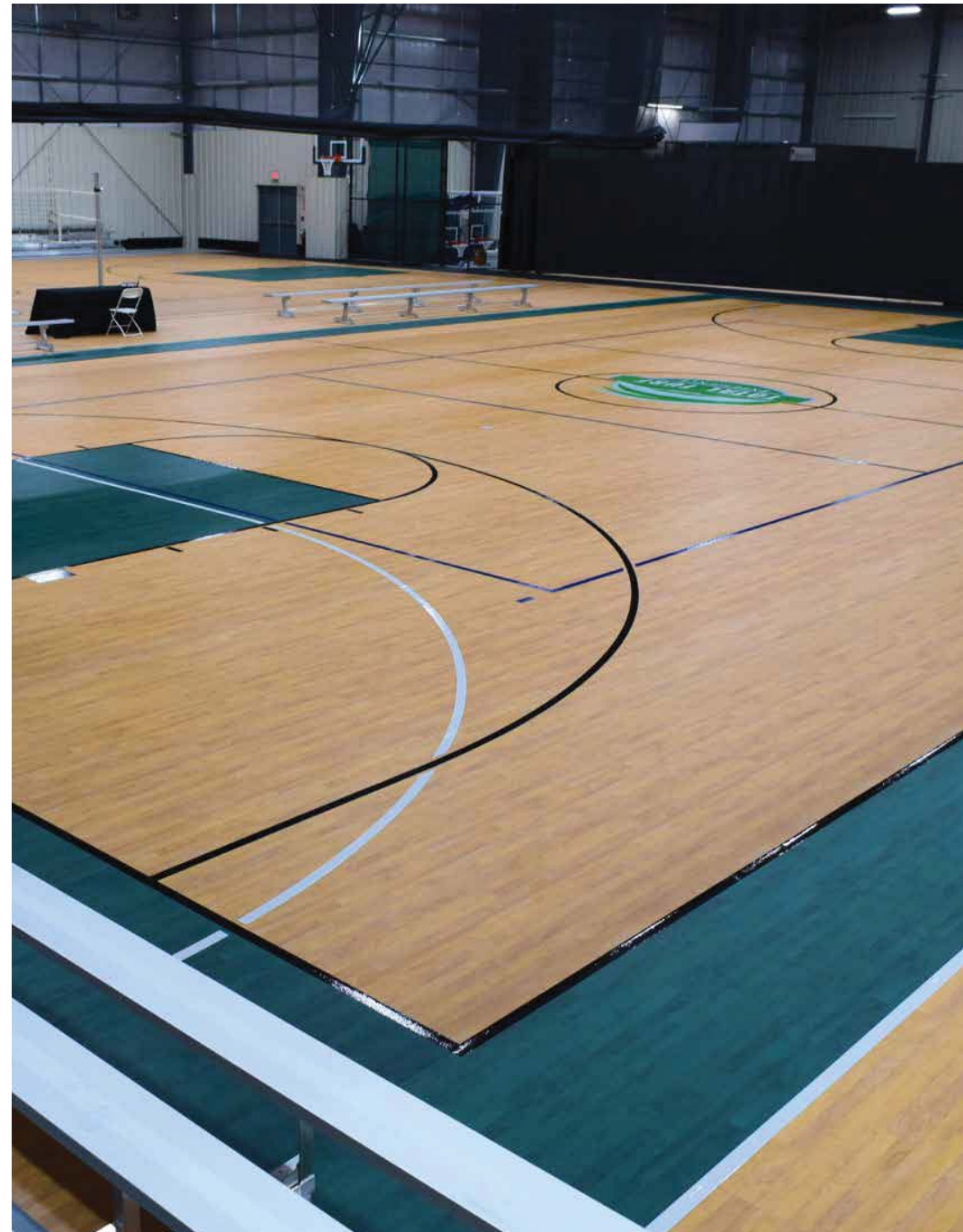
## ENDLESS PURSUIT OF INNOVATION

From the Dropzone rubber, PolyTurf Pad and Pour system, Omnisports vinyl sports flooring, ClutchCourt wood, and EcoPure linoleum, our innovation and versatility extend beyond just sports. We're there to support your team.



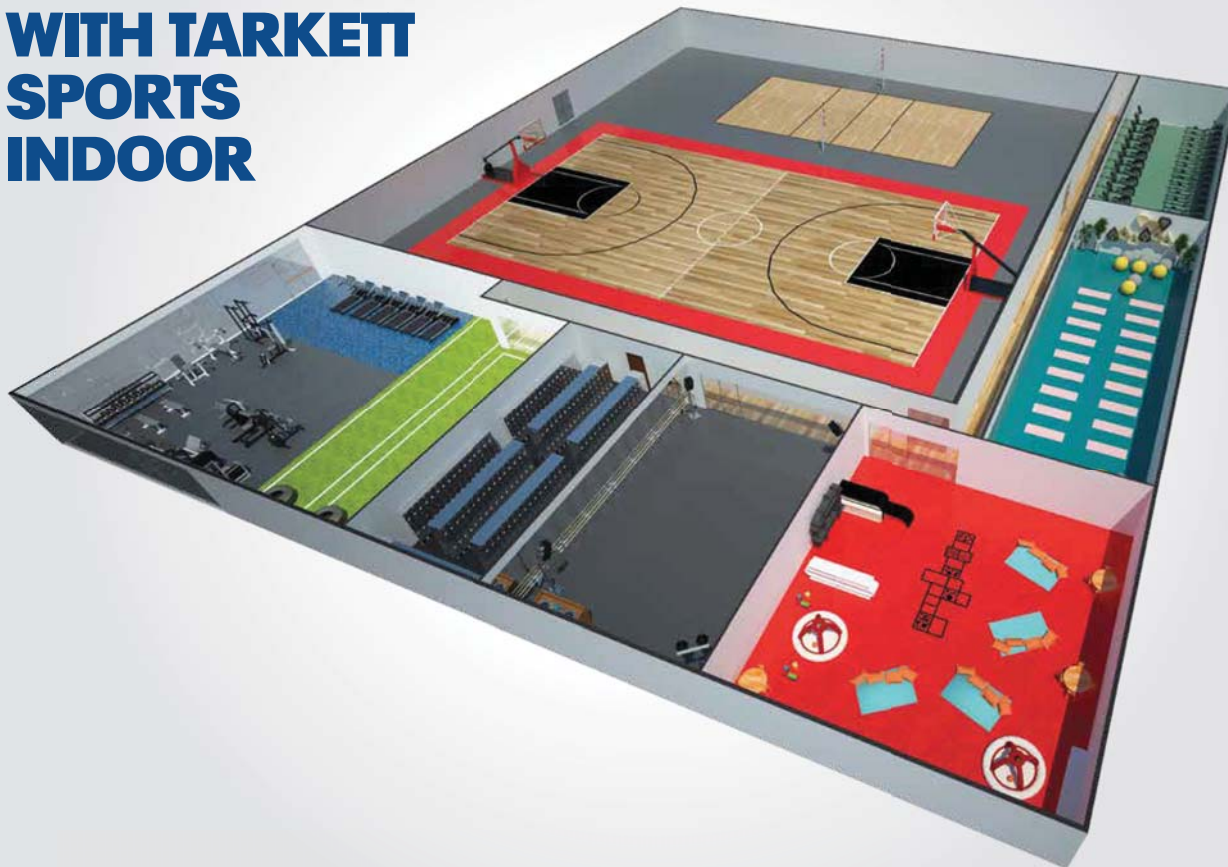
## SERVICE

We are as committed to your program as you are, and we're with you for the long term. When you buy from Tarkett Sports, you're buying from a company that knows how to take care of you.



# A TURNKEY SOLUTION

## WITH TARKETT SPORTS INDOOR



### OMNISPORTS

The Game-Changing versatility of Omnisports

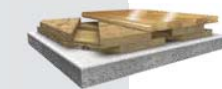
**Applications:** Gymnasium • Daycare • Multi-Purpose Rooms • Cafetorium • Yoga • Martial Arts



### DROPZONE

The surface strength of Dropzone rubber flooring

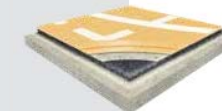
**Applications:** Weight Rooms • Strength & Cardio Equipment • Spinning • Training Turf • Functional & Extreme Training • Ice Rinks



### CLUTHCOURT

Inspiring tradition of ClutchCourt Northern Maple

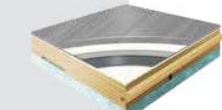
**Applications:** Gymnasium (Basketball & Volleyball) • Aerobics • Racquetball



### POLYTURF PLUS PAD & POUR

The durable playing surface of PolyTurf Plus Pad & Pour

**Applications:** Multi-Purpose Rooms • Cafetorium • Gymnasium • Inline Skating



### LUMAFLEX

The pinnacle of sports performance with Lumaflex

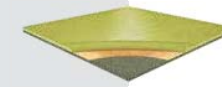
**Applications:** Gymnasium • Multi-Purpose Rooms • Inline Skating • Aerobic and Fitness



### DANCEFLOOR

Perform at your best with Dancefloor

**Applications:** Dance Studio • Dance Stage



### ECOPURE

The natural sustainability of EcoPure Linoleum

**Applications:** Multi-Purpose Rooms • Gymnasium • Daycare

# A HEALTHY ATHLETE IS A BETTER ATHLETE

## A HEALTHY SPORTS SURFACE IS A BETTER SPORTS SURFACE

Omnisports™ is manufactured to keep athletes on the floor and off the bench. Omnisports exemplifies Tarkett's approach to material content with products made from 40.2% to 43.5% natural materials depending on thickness.

- No Lead
- No Cadmium
- No Mercury
- No Formaldehyde
- Exceeds Reach & California Prop 65
- For Zero Restricted Substances

"We've also hosted the Harlem Wizards, which is a farm team of the Harlem Globetrotters and we had an event here where they played a faculty and parent team to open our new gym. Judging by the way they dunked the ball, the flooring system works magnificent. We've also been able to host our graduation in here. So in other words, we were able to insure that the flooring can provide sports, but also any other events that a school might want to use in a gymnasium..."

**BRYAN NIXON**  
HEAD OF SCHOOL, WHITBY SCHOOL  
GREENWICH, CONNECTICUT



### PHTHALATE-FREE MANUFACTURING

As part of Tarkett's initiative for sustainability and eco-innovation, Omnisports is one of the only phthalate-free resilient sports floors available in North America.

- ▶ IMPROVES THE INDOOR ENVIRONMENT AND AIR QUALITY
- ▶ SAME COMPONENTS USED IN FOOD CONTAINERS AND CHILDREN'S TOYS



### ASTHMA & ALLERGY FRIENDLY

Omnisports is manufactured to keep more athletes on the floor and off the bench. It is the first sports surface to be certified asthma & allergy friendly, providing a healthier sports flooring solution. When combined with Multi-Poxy Adhesive from Tarkett Sports, Omnisports 7.1 mm and 9.4 mm with popular GreenLay™ installation exceed all of the asthma & allergy friendly certification standards.

- ▶ LOW VOC EMISSIONS
- ▶ LOW ALLERGEN RETENTION



### LOW VOCs AND BETTER INDOOR AIR QUALITY

A healthy indoor environment begins with low levels of volatile organic compounds (VOCs).

- ▶ VOC EMISSIONS LESS THAN 10 MICROGRAMS PER CUBIC METER\*  
A lower VOC emission rate than most other resilient sports floors
- ▶ COMPLIES WITH CALIFORNIA SECTION 01350, THE MOST STRINGENT AIR QUALITY REGULATION IN THE U.S.

\*VOCs after 28 days (ISO 16000)



The **mindful MATERIALS** Library is a searchable database where users can find architectural building products that have various transparency and sustainability attributes. You can now find numerous Tarkett Sports' products in the **mindful MATERIALS** Library.

# MVP: MOST VERSATILE PLAYER

The complete range of Omnisports™ indoor flooring meets the intense demands of today's sports and recreation environments better than any sports floor on the market. From basketball to volleyball, and yoga to Futsal, Omnisports indoor flooring accommodates any level of play, any budget and nearly any event.

The versatility of Omnisports extends beyond just sport. It can accommodate tables, chairs or portable stages for events like conferences and assemblies. Omnisports is the perfect gym floor for schools, universities and community centers, where all kinds of sports or events might take place.

## MVP: MOST VERSATILE PLAYER

Bleachers Heavy Rolling Load Equipment	Omnisports HPL
Leisure and Recreational Sports	Omnisports 3.5 mm Omnisports 5.5 mm
Educational Multi-Use Basketball & Volleyball	Omnisports 7.1 mm Omnisports 9.4 mm
Competition-Level Basketball	Omnisports with Lumaflex & Lumaflex Elite
Competition-Level Volleyball	Omnisports 12 mm & Omnisports Lumaflex Elite
Competition-Level Dance & Aerobics	Omnisports Lumaflex FIT

THICKNESS (MM)

# OMNISPORTS RANGE

18.0

12.0

9.0

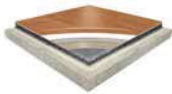
7.0

5.0

3.0

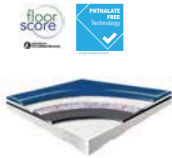
**HPL 7 mm**  
CLASS 1

- TopClean xp™
- Compact 2.0 mm Surface
- High Point Load Protection
- Bleacher System
- 18 Colors



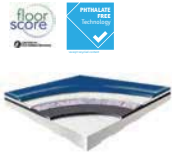
**3.5 mm**  
CLASS 1

- TopClean xp
- Shock-Absorbing Acoustic Foam
- Superior Adhesion
- Wear Resistance
- Dimensional Stability
- Structural Reinforcement
- 14 Colors



**5.5 mm**  
CLASS 2

- Top Clean xp
- Shock-Absorbing Acoustic Foam
- Superior Adhesion
- Wear Resistance
- Dimensional Stability
- Structural Reinforcement
- 14 Colors



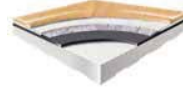
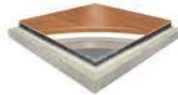
**7.1 mm**  
CLASS 2

- TopClean xp
- Shock-Absorbing Acoustic Foam
- Superior Adhesion
- Wear Resistance
- Dimensional Stability
- Structural Reinforcement
- 28 Colors



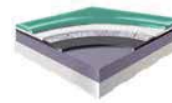
**HPL 9 mm**  
CLASS 2

- TopClean xp
- Shock-Absorbing Acoustic Foam
- Superior Adhesive
- Wear Resistant
- Dimensional Stability
- Structural Reinforcement
- 18 Colors



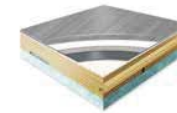
**9.4 mm**  
CLASS 3

- TopClean xp
- Shock-Absorbing Acoustic Foam
- Superior Adhesion
- Wear Resistance
- Dimensional Stability
- Structural Reinforcement
- 28 Colors



**12 mm**  
CLASS 4

- TopClean xp
- Shock-Absorbing Acoustic Foam
- Superior Adhesion
- Wear Resistance
- Dimensional Stability
- Structural Reinforcement
- 8 Colors



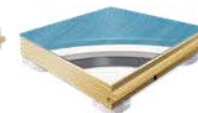
**LUMAFLEX 18 mm**  
CLASS 4

- Versatile Combination System



**LUMAFLEX ELITE 18 mm**  
CLASS 5

- Versatile Combination System



**LUMAFLEX FIT 18 mm**  
CLASS 5

- Versatile Combination System



**EASYCOURT 48 mm**  
CLASS 5

- Portable Surface
- Easy-to-Handle Lightweight Tiles
- A Full Court Installation in Less than 40 Minutes
- Easy-Locking Tile Design

RECREATION

MULTI-USE GYM

COMPETITION

FORCE REDUCTION

CLASS 1

10% – 21%

CLASS 2

22% – 33%

CLASS 3

34% – 45%

CLASS 4

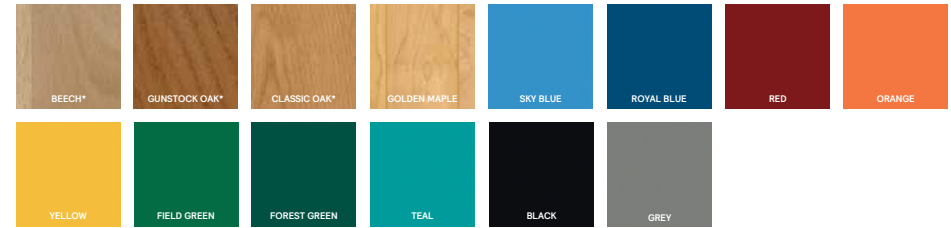
46% – 57%

CLASS 5

58% AND MORE

# UNLIMITED DESIGN POSSIBILITIES

## OMNISPORTS 3.5 & 5.5



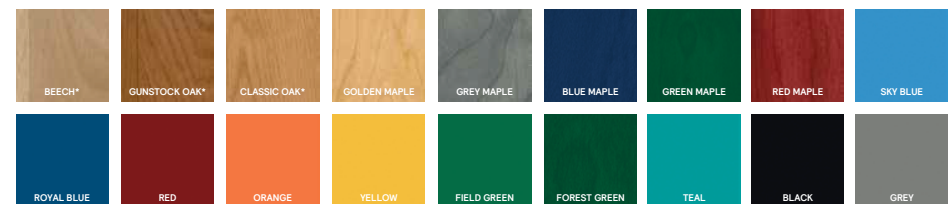
## OMNISPORTS 7.1 & 9.4



## OMNISPORTS 12








## OMNISPORTS HPL



\*This pattern has a 3" wide plank. Maple patterns have a 2-1/4" wide plank.  
For illustrative purposes only. Not an accurate representation of the actual product. Colors may vary.



# TECHNICAL DATA

CERTIFICATION & CLASSIFICATION	STANDARDS	OMNISPORTS 3.5	OMNISPORTS 5.5	OMNISPORTS 7.1	OMNISPORTS 9.4	OMNISPORTS 12
Types of floor covering		Heterogeneous indoor floor coverings	Heterogeneous indoor floor coverings	Heterogeneous indoor floor coverings	Heterogeneous indoor floor coverings	Heterogeneous indoor floor coverings
<b>TECHNICAL CHARACTERISTICS</b>						
Total Thickness	EN 428/EN 429	3.5 mm (0.138")	5.5 mm (0.216")	7.1 mm (0.279")	9.4 mm (0.37")	12 mm (0.47")
Total Weight	EN 430	3.29 kg/m <sup>2</sup> (0.67 lb./sq. ft.)	4.25 kg/m <sup>2</sup> (0.87 lb./sq. ft.)	4.7 kg/m <sup>2</sup> (0.96 lb./sq. ft.)	5.7 kg/m <sup>2</sup> (1.17 lb./sq. ft.)	7.1 kg/m <sup>2</sup> (1.45 lb./sq. ft.)
Roll Width	EN 426/EN 427	2 m (6.5')	2 m (6.5')	2 m (6.5')	2 m (6.5')	2 m (6.5')
Roll Length	EN 426/EN 427	23 m (75.5')	26 m (85.3')	26 m (85.3')	26 m (85.3')	15 m (49.2')
<b>SPORTS CHARACTERISTICS</b>						
Ball Rebound	ASTM F2772-11	Passed	Passed	Passed	Passed	Passed
Force Reduction	ASTM F2772-11	Class 1	Class 2	Class 2	Class 3	Class 4
Surface Finish Effect	ASTM F2772-11	Passed	Passed	Passed	Passed	Passed
Vertical Deformation	ASTM F2772-11	Passed	Passed	Passed	Passed	Passed
<b>TECHNICAL REQUIREMENTS</b>						
Taber Abrasion	ASTM D3389	0.02 g (1,000 Cycles)	0.02 g (1,000 Cycles)	0.02 g (1,000 Cycles)	0.02 g (1,000 Cycles)	-
Reaction to Fire	ASTM E648	Class 1 (Radiant Panel)	Class 1 (Radiant Panel)	Class 1 (Radiant Panel)	Class 1 (Radiant Panel)	Class 1 (Radiant Panel)
Wear Layer Performance Grade	ASTM F1303	Type 1, Grade 1, Commercial	Type 1, Grade 1, Commercial	Type 1, Grade 1, Commercial	Type 1, Grade 1, Commercial	Type 1, Grade 1, Commercial
Rolling Load	EN 1569	≤ 1.0 mm (No Degradation)	≤ 0.5 mm (No Degradation)	≤ 0.5 mm (No Degradation)	≤ 0.5 mm (No Degradation)	≤ 0.5 mm (No Degradation)
In-Room Sound Insulation	NF S31-074	62 dB	61 dB	61 dB	65 dB	-
Microbial Resistance	ASTM G21 (backing)	No growth	No growth	No growth	No growth	-
Stain Resistance	ASTM F925	Excellent	Excellent	Excellent	Excellent	Excellent
Health Certifications		 No REACH restricted chemicals ISO 14001 manufacturing ISO 9001 manufacturing	 No REACH restricted chemicals ISO 14001 manufacturing ISO 9001 manufacturing	 No REACH restricted chemicals ISO 14001 manufacturing ISO 9001 manufacturing	 No REACH restricted chemicals ISO 14001 manufacturing ISO 9001 manufacturing	 No REACH restricted chemicals ISO 14001 manufacturing ISO 9001 manufacturing
<b>WARRANTY</b>						
Product and Wear	15 years	15 years	15 years	15 years	15 years	15 years
Moisture Tolerance	15 years	15 years	15 years	15 years	15 years	15 years

# INSTALLATION METHODS

OMNISPORTS™ IS A VERSATILE SPORTS SURFACE THAT GOES BEYOND THE NUMBER OF SPORTS AND EVENTS IT CAN HOST.

Before the first game can be played, a new Omnisports floor needs to be installed according to the conditions on site to ensure maximum performance and durability. A variety of installation methods are available to accommodate each facility's particular circumstances, backed by a 15-year warranty for moisture tolerance based on each installation recommendation. Always consult a Tarkett Sports representative in choosing the right installation method for your project.

**15 YEAR**  
PRODUCT WARRANTY

UP TO  
**15 YEARS**  
MOISTURE RESISTANCE WARRANTY

	DIRECT FULL-ADHESIVE INSTALLATIONS					
	GreenLay 92% RH	Lumaflex 85% RH*	Multi-Poxy 98% RH	Multi-Set 83% RH	HP Sport Spray 90% RH	Tarkolay 100% RH
OMNISPORTS HPL		●	●			●
OMNISPORTS 3.5 mm		●	●	●	●	●
OMNISPORTS 5.5 mm		●	●	●	●	●
OMNISPORTS 7.1 mm	●	●	●	●	●	●
OMNISPORTS 9.4 mm	●	●	●	●	●	●
OMNISPORTS 12 mm	●	●	●	●	●	●

## TARKOLAY

Every flooring installation is different. In some cases, high moisture, cracks, joints or other factors present challenges that require an underlayment. Tarkolay is a FloorScore-certified underlayment that isolates the flooring system away from the substrate, removing the potential for vapor pressure to form. Tarkolay also assists with installations over moving joints, minor cracks in concrete substrates, and over existing surfaces that are adverse to standard installation methods. Only Multi-Poxy adhesive may be used with Tarkolay.

### 1. ISOLATION OF THE SPORTS SURFACE

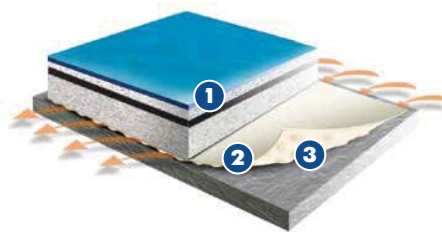
Tarkolay mitigates adverse conditions by separating the sports surface from the subfloor. Through isolation, an imperfect subfloor is less likely to affect the integrity of the surface installation.

### 2. DIMENSIONALLY STABLE UNDERLAYMENT

Tarkolay is a dimensionally stable underlayment with a smooth top surface for excellent adhesion to the sports floor.

### 3. RAISED TEXTURE FOR DISPERSING WATER VAPOR

The embossed texture on the bottom of Tarkolay allows water vapor from the subfloor to dissipate without building pressure that would harm the integrity of the installation.



UP TO  
**15 YEARS**  
MOISTURE RESISTANCE WARRANTY  
UP TO 100% RH



**NO**  
MOISTURE TESTING REQUIRED

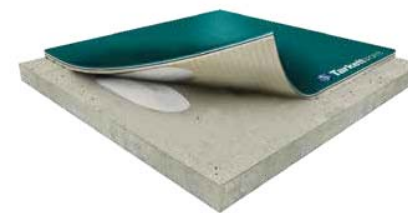
## GREENLAY

GreenLay has revolutionized sports flooring installations as the new standard of performance and environmental responsibility. In an 8,000-square-foot gymnasium, less than one gallon of adhesive is used compared to nearly 64 gallons for a full-spread installation.



### HOW IT WORKS

GreenLay uses small amounts of adhesive along the parallel walls of the court, in doorways and around volleyball sleeves, while Tarkotape from Tarkett secures each seam for welding. The Omnisports material does the rest with its excellent dimensional stability and virtually tension-free manufacturing process to make it the only resilient sports flooring that can be installed this way. In short, the superior quality of Omnisports makes GreenLay possible.

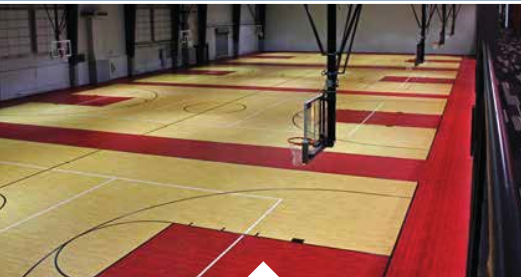


UP TO  
**15 YEARS**  
MOISTURE RESISTANCE WARRANTY  
UP TO 92% RH



# THE RIGHT OPTION

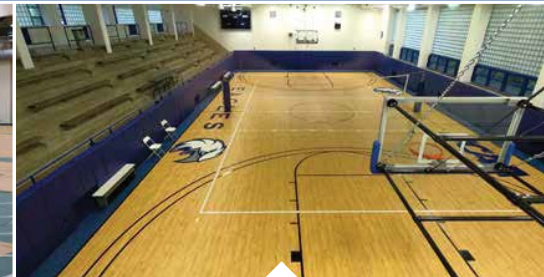
OVER 10,000 OMNISPORTS INSTALLATIONS WORLDWIDE



**BLUE SPRINGS FIELD HOUSE**  
Blue Springs, MO  
Omnisports 8.3 • 35,000 sq.ft.



**BOYS & GIRLS CLUB**  
Lasalle, QC  
Omnisports 6.5 • 7,700 sq.ft.



**PLAINFIELD CENTRAL FIELD HOUSE**  
Plainfield, IL  
Omnisports HPL with Tarkolay • 22,000 sq.ft.



**TOTAL TURF EXPERIENCE**  
Pitman, NJ  
Omnisports 8.3 • 83,200 sq.ft.



**CAROLINA COURTS**  
Indian Trail, NC  
Omnisports 6.5 • 42,000 sq.ft.



**BOSTON UNIVERSITY**  
Boston, MA  
Lumaflex with Omnisports Compact 2.0 • 18,000 sq.ft.



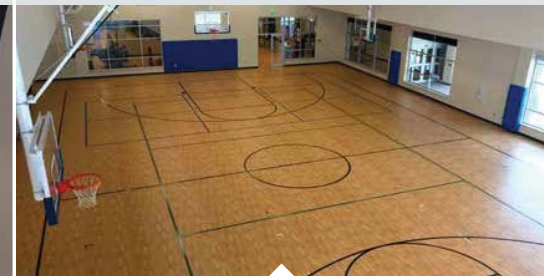
**GUELPH YMCA**  
Guelph, ON  
Omnisports 6.5 • 2,800 sq.ft.



**CÉGEP GÉRALD-GODIN**  
Sainte-Geneviève, QC  
Omnisports 6.5 • 7,600 sq.ft.



**GILLILAND MIDDLE SCHOOL**  
Tempe, AZ  
Omnisports 3.5 • 20,405 sq.ft.



**BLACKSTONE VALLEY PREP HIGH SCHOOL**  
St. Cumberland, RI  
Omnisports 8.3 with HPL • 9,300 sq.ft.



**GOTHENBURG YMCA**  
Gothenburg, NE  
Omnisports 8.3 with Greenlay • 10,500 sq.ft.



THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



888-364-6541 | [tarkettsportsindoor.com](http://tarkettsportsindoor.com)



**SURVIVOR™**  
**SPORTFLOOR**

EXTREME DURABILITY. SERIOUS VALUE.



**ROLLS**  


**TILES**  


**MATS**  


# EXTREME DURABILITY. SERIOUS VALUE.

TILES | ROLLS | CROSSFIT-STYLE MATS | MEGA TILE

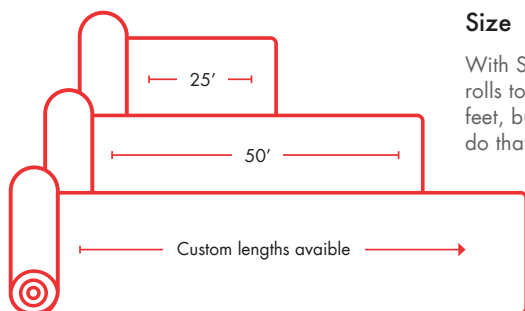
Survivor™ SportFloor is your answer for quality competitive rubber flooring. Survivor™ SportFloor Systems can be found worldwide. We are a leader in flooring for chain clubs, private clubs, professional sports teams, colleges, and in military applications. Our products are proudly manufactured in the USA.

## Benefits of Survivor™ Products:

- Durable
- Hygienic
- Easy to install and maintain
- Cost-effective and long-lasting
- Shock and sound absorbent
- Patented design makes for a seamless floor surface
- Excellent traction, even when wet
- Safe for indoor and outdoor use
- MAS Certified Green®
- Mold and mildew resistant
- Multiple colors; custom colors and logos available
- Premium recycled rubber
- 100% made in the USA
- 5 year, normal wear warranty

## Rolls

Survivor™ SportFloor Rolls look great in fitness centers, schools, or anywhere you need a tough, durable, and easy to maintain flooring solution. Survivor™ also offers great sound insulation and impact absorption.



### Size

With Survivor™ SportFloor Systems you can order rolls to size. Our standard rolls are 25 feet or 50 feet, but if you need larger or smaller rolls we can do that!

Survivor™ SportFloor Rolls are available in a variety of thicknesses. We offer 1/8" up to 1/2". These thickness options give you what you need not what we want to sell to you.



With Survivor™ SportFloor Systems your options are wide open.

## Tiles

### Interlocking and Square

Survivor™ Sportfloor Tiles deliver all the extreme durability found in our Survivor™ rolls, but in an easy-to-install interlocking design. Survivor™ tiles appear seamless when installed, but can be individually removed for easy maintenance.

### Eco-Lock Tiles

Only available in 1/4" and 8mm thicknesses. Each tile comes with 2 straight edges which eliminate the need to cut the "locks" from the tile. Available in all colors.

*Pictured: Eco-Lock tile with green*



## Crossfit-Style Mats

Survivor™ Sportfloor Crossfit-Style Mats are perfect for small gyms or work-out areas. They give you premium impact absorption that's perfect for tough Crossfit type workouts.





## Survivor™ SportFloor MEGA Tile

The Survivor™ MEGA Tile is an exceptionally attractive radius-edged tile product for upscale fitness centers and clubs. This is a floating floor built to withstand the rigors and punishment of your free weight area. Survivor™ MEGA Tile features a patent-pending *Spartan Under-Locking System*. This system makes the tiles easy to install and move to other areas, making it a virtually portable platform. The 1"-thick tiles are built to exacting dimensions and also come with an ADA-approved ramp that will lock into the MEGA tile.

### Product Features:



**Environmental:** The Survivor™ MEGA Tiles are made from 100% recycled rubber and a specially engineered polymer binder. Because of the high level of recycled material in each tile, these products meet and exceed the requirements set forth in U.S. Executive Order 13101, Greening the Government and can be a contributing factor towards LEED Green Building Council certification.



**Durable:** Custom-formulated, high strength polyurethane binders similar to those used in synthetic running tracks, are used in the construction of Survivor™ MEGA Tiles. When combined with recycled tire crumb, a very durable flooring material is produced.



**Sound and Shock Absorption:** The Survivor™ MEGA Tiles have excellent sound and shock absorption qualities, and they can also serve as an effective buffer. These characteristics are particularly important for indoor applications.



**Color Options:** Survivor™ MEGA Tile is available with 20% color. We can easily match your roll or tile floor colors to Survivor™ MEGA Tile. All of our Standard Colors are available with endless color possibilities.

### Why Install Survivor™ MEGA Tile Platforms?

- 1" Thick durable and sound-absorbent tiles
- Install indoor or outdoor (color not recommended outdoors)
- Portable
- ADA-Compliant Ramp option
- Ease of installation and replacement of individual tiles
- Built-in anti-bacterial and fungicide finish
- Made in the U.S.A.



### Warranty

Survivor™ MEGA Tile comes with a 5-Year Limited Warranty. The warranty will not cover:

- Products which have been improperly installed
- Products installed over improperly prepared substrates
- Products install over a sub-surface not specifically approved by the manufacturer
- Normal or excessive wear and tear of Product
- Surface appearance or color of Product
- Products subject to misuse, abuse, neglect, chemical cleaning or contact specifically approved by Manufacturer





## Endless Color Combinations

LOW MINIMUMS. FAST SHIPPING.

Choose from one of our three standard color options, or create your own color blend with ColorBuilder, our custom floor design tool. With low minimums and fast turnaround times, it's easy to create a unique look while keeping your project on time and on budget.



*Color is one of the great things in the world that makes life worth living.*

**Georgia O'Keefe**

## ColorBuilder Custom Mixes



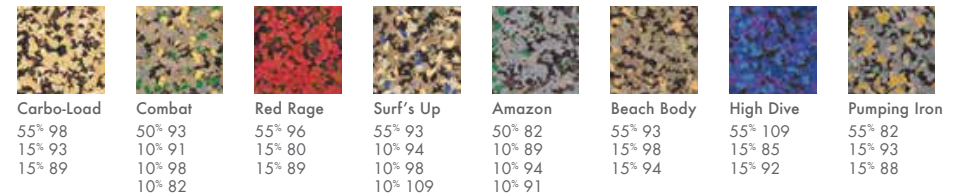
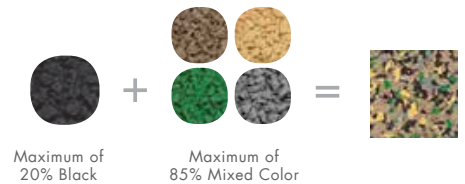
Want something unique?

You can mix your own color pattern using a minimum of 15% black with any combination of our standard colors. Take a trial run using our ColorBuilder floor design tool at [usrubber.com](http://usrubber.com). Low minimums and fast shipping make going custom easy and affordable.



### Color Option 1

Our most vibrant option when you want to make a statement with color. This option can be great for accents and borders—or entire floors.



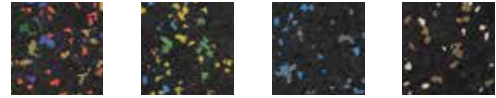
## Color Option 2

When just one color won't do, this is the perfect option for giving your project an exciting look.



## Color Option 3

Sometimes basic is best. Use this option for an understated accent to your whole project, or combine it with our other Color Options for a diverse look.



Carnival  
80, 88, 91,  
93, 96, 109

Electrolyte  
88, 91, 109

Extreme  
Serene  
82, 85

Trophy  
93, 94

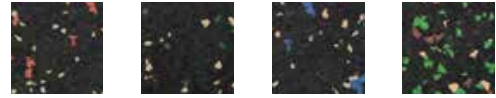


Nerves of Steel  
82, 110

Planet  
Hollywood  
83, 92

Trailblazer  
80, 88

Vision Quest  
80, 83

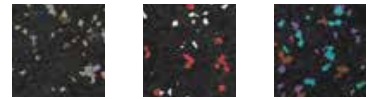


Brick-N-Mortar  
80, 94

Margarita  
91, 94

Sea-N-Sand  
94, 109

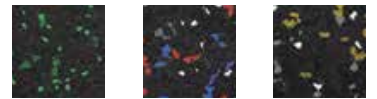
Camo  
89, 90, 98



Heavy Metal  
82, 89, 93

In the Zone  
96, 110

Miami Muscle  
80, 92, 100



Lean-N-Green  
90, 91

Patriot  
82, 96, 109,  
110

Olympic Gold  
82, 88, 110



Gold Medal  
88

Grape Juice  
92

Spring  
Training  
91



Miami Teal  
100

Sand Dune  
94

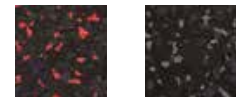
Vitamin C  
104



Kettlebell Blue  
109

Brick Blast  
80

Sunburst  
83



Red Hot  
96

Cold Steel  
82



Whole Grain  
93

Spa  
85

## Add-Ons & Accessories

### Survivor™ Grip Adhesive

Survivor™ Grip is a premium grade, one-part, trowel-applied urethane specifically formulated for rubber flooring. Its high moisture resistance provides a maximum bond strength. Easy spreading, quick clean up, and low odor make Survivor Grip simple to install.



### Survivor™ Floor Sealer

Formulated to protect and maintain your high performance Survivor rubber floor. Survivor Floor Sealer is an inexpensive and easy to use sealer that will keep your floor looking clean and new.

### Survivor™ Cleaner

A safe, effective, enzyme action cleaner and deodorizer, suitable for use on all synthetic sport floors and gym equipment. Survivor cleaner is available in one-gallon and five-gallon containers.

### SureStep Tiles

SureStep Tire Tile is highly durable and resilient, making it a perfect fit for any high-traffic zone, including exercise rooms, golf courses, stair landings, and more. Made from 100% recycled rubber, SureStep floors provide superior weather and slip resistance no matter what's happening outside. The tiles' textured surface is engineered to clean shoes before dirt gets tracked into the building.

## Floor/Ceiling Assembly



## 9mm Survivor™ Sportfloor Specifications

Item	Test	Standard	Rating
Impact Insulation Class 6" Concrete	IIC	ASTM E492 52	
Impact Insulation Class 6" concrete/6"		ASTM E489	58
Water Vapor Transmission Rate (WVTR)	Inverted Water g/m <sup>2</sup> /24HR	ASTM E96	4.7
Density	Per cubic foot (pounds)	ASTM D3676 Section 12.45	
Compression Resistance	@ 25%(cubic foot density)	ASTM D3575 ASTM D3675	65
Compression set	@25% ASTM D395 78° for 22 hr/then release 24 hr.	10.1%	
Coefficient of Friction	Instion Universal Tester	ASTM 1894	0.84 wet 0.90 dry
Durometer	Shove A	ASTM II-2240	40±5
Tensile Strength	"Die C" ASTM 412	1.90 Mpa 275 PSI	
Flammability	Pill Test (Metharamine)	DOC-FF 1-70	Passed
Volatile Organic Copounds (VOCs)	Closed Chamber 1.0m ±.05 m <sup>3</sup>	ASTM D5116 ASTM D6196	SCAGMD 1198-passed

## Our Story

### A Market-Driven Journey in the Golden State

U.S. Rubber Recycling began its journey as Advanced Flooring in 1986. In 1992 it was renamed "U.S. Rubber Recycling, Inc." after it was purchased by U.S. Alcohol Testing Labs of Rancho Cucamonga, CA. The company's flagship product, SureStep Tire Tile, was made from bias-ply strips of truck tire, and business took off when Wal-Mart and Starbucks selected SureStep for the flooring in their entryways.

### Creating Value, Recycling Tires

In 1996, an experienced team of business professionals saw the opportunity to expand and purchased the company. Bias-ply truck tires, the raw material for the SureStep Tire Tiles, were starting to become very difficult to source, as most of America's trucking firms switched to steel belted radial tire. The new owners decided to diversify and build a product line made from crumb rubber. By 2000, the business had transformed from SureStep Tiles to sheets and tiles made from the recycled crumb rubber. We named the product Survivor™. Survivor™ SportFloor is now an industry leader and is the flooring of record for many of the country's most prestigious fitness chains, including Gold's Gym, Crunch Fitness, UFC Gyms, and Madonna's Hard Candy, along with a large number of Division 1 colleges and universities. Survivor is also becoming increasingly popular in other regions of the world, such as the Middle East, South America and East Asia.

### High-Quality Products for Multiple Markets

US Rubber Recycling developed QuietSound™, an acoustic underlayment solution, to meet the needs of the high-rise, multi-family condominiums, and towers being built across the country and around the world.

US Rubber Recycling continues to refine and develop new and improved products for commercial flooring, acoustical underlayment, and other industrial uses such as dunnage and weed abatement. In everything we do, the needs of our customers come first as we strive to provide the most creative engineering solutions while preserving natural resources.

## About U.S. Rubber

U.S. Rubber Recycling, Inc. manufactures and distributes high-quality flooring and underlayment products made primarily from recycled rubber and other environmentally friendly compounds.

Our California-made products provide durable flooring solutions for all types of retail, government, and commercial settings while helping to reduce waste from discarded tires.

### About Our Process

At U.S. Rubber, we have developed the single best system for the manufacture of re-bonded crumb rubber from recycled tires. Our patented processes ensure optimal durability and precise quality control.

### Personal Service

Call us today at **1-888-473-8453** for personalized service. We'll guide you through the entire ordering process — we'll get you started, answer questions, and help you cross the finish line.



● Colton, CA

Our flooring is 100% SBR California-derived recycled tire rubber.



**U.S. Rubber Recycling, Inc.**  
1231 South Lincoln Street  
Colton, CA 92324

**www.usrubber.com**  
888-473-8453  
info@usrubber.com

**ZOCHE**

130 N. Wilson St.  
Burleson Tx 76028  
817.246.2223  
michael@zochellc.net

231 South Lincoln St  
Colton, CA 92324

888.473.8453 | 909.825.1200  
Fax 909.825.1288

  
**U.S. Rubber**  
RECYCLING, INC.

[www.usrubber.com](http://www.usrubber.com)



# POLYTURF PLUS PAD & POUR

PROVEN DURABILITY



**IT'S ONE  
THING TO BE  
A PLAYER.  
IT'S ANOTHER  
TO CHANGE  
HOW THE  
GAME IS  
PLAYED.**



#### **AN INDUSTRY LEADER**

Tarkett Sports is a division of the Tarkett Group, which was established in 1886. The knowledge and expertise accrued by Tarkett over 130 years has made it one of the largest flooring manufacturers in the world.

With over \$2.5 Billion in annual sales and an average of 13 million square feet of flooring produced per day, Tarkett is a global leader in commercial, residential, and sports solutions.



# BUILT STRONGER, TOGETHER

Tarkett Sports does it all. We offer a full range of surfacing products. From our line of commercial, residential and athletic artificial turf, sports tracks, and indoor flooring, we have the right solution to fit your needs. Tarkett Sports is built stronger, together.





# WHY TARKETT SPORTS



## TARKETT SPORTS BRAND

Tarkett Sports is a world leader in athletic surfacing, offering a comprehensive portfolio of sports flooring solutions through its brands: FieldTurf, Beynon Sports, Renner Sports, EasyTurf, Desso, GrassMaster, PlayMaster and Tarkett Sports Indoor.



## DESIGN & CONSTRUCTION EXPERTS

Tarkett Sports and our partners are some of the most experienced and knowledgeable teams in the industry. When it comes to the design and construction of your sports surface, we are the experts.



## FINANCIALLY STABLE

The Tarkett Group is a worldwide leader of innovative flooring and sports surface solutions. Tarkett Sports Indoor is backed by unprecedented financial support and stability. You can rest easy.



## LEADING DURABILITY

Manufactured and installed with the highest attention to detail, Tarkett Sports Indoor's systems showcase proven durability.



## EXPERIENCE

With over 5,000 installations in North America in the last 10 years, Tarkett Sports Indoor has the knowledge and expertise to make your sports facility a success.



## TRUSTED

For indoor facilities, Tarkett Sports Indoor offers the most trusted sports flooring for various style facilities in North America.



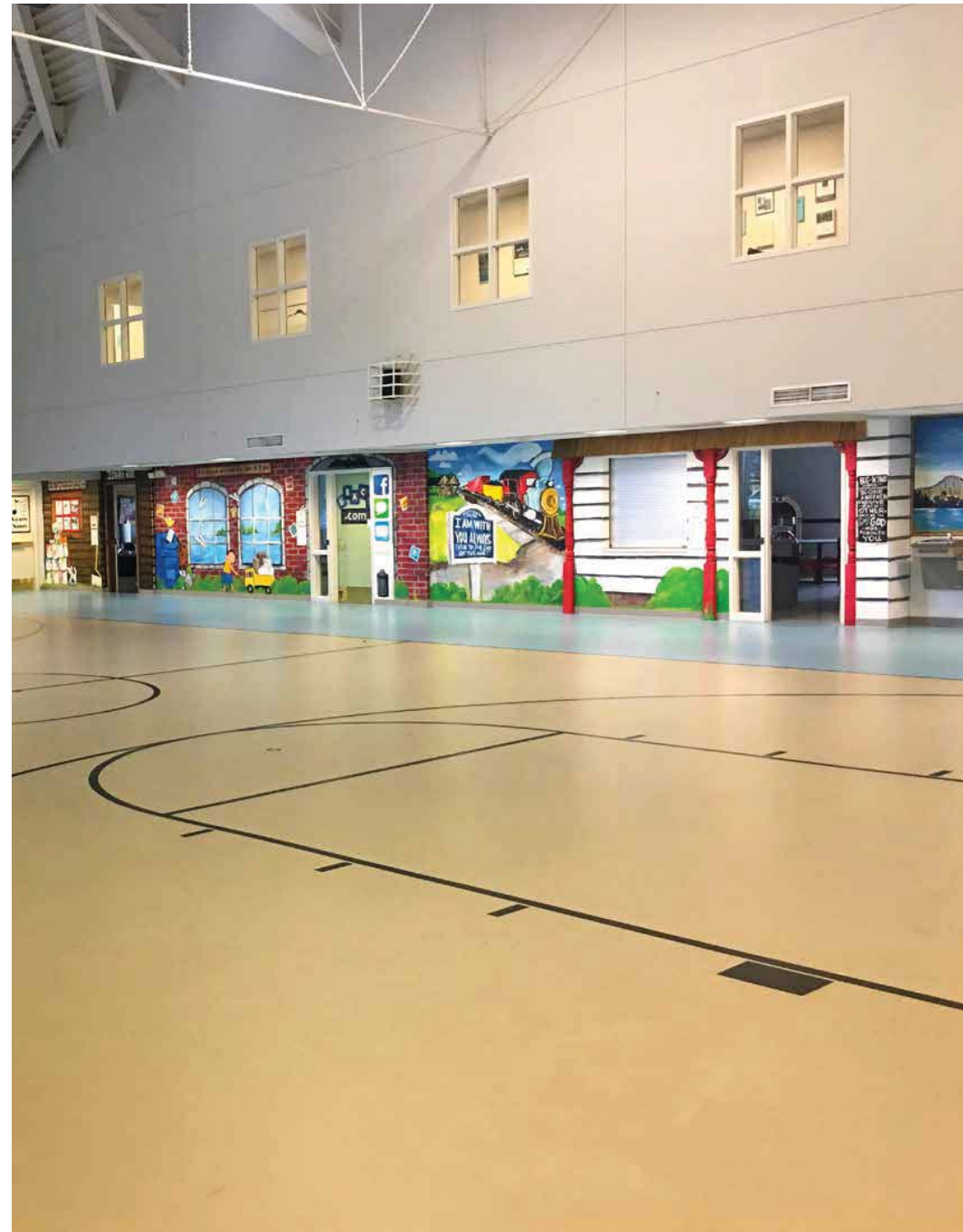
## ENDLESS PURSUIT OF INNOVATION

From the Dropzone rubber, PolyTurf Plus Pad & Pour system, Omnisports vinyl sports flooring, ClutchCourt wood, and EcoPure linoleum, our innovation and versatility extend beyond just sports. We're there to support your team.



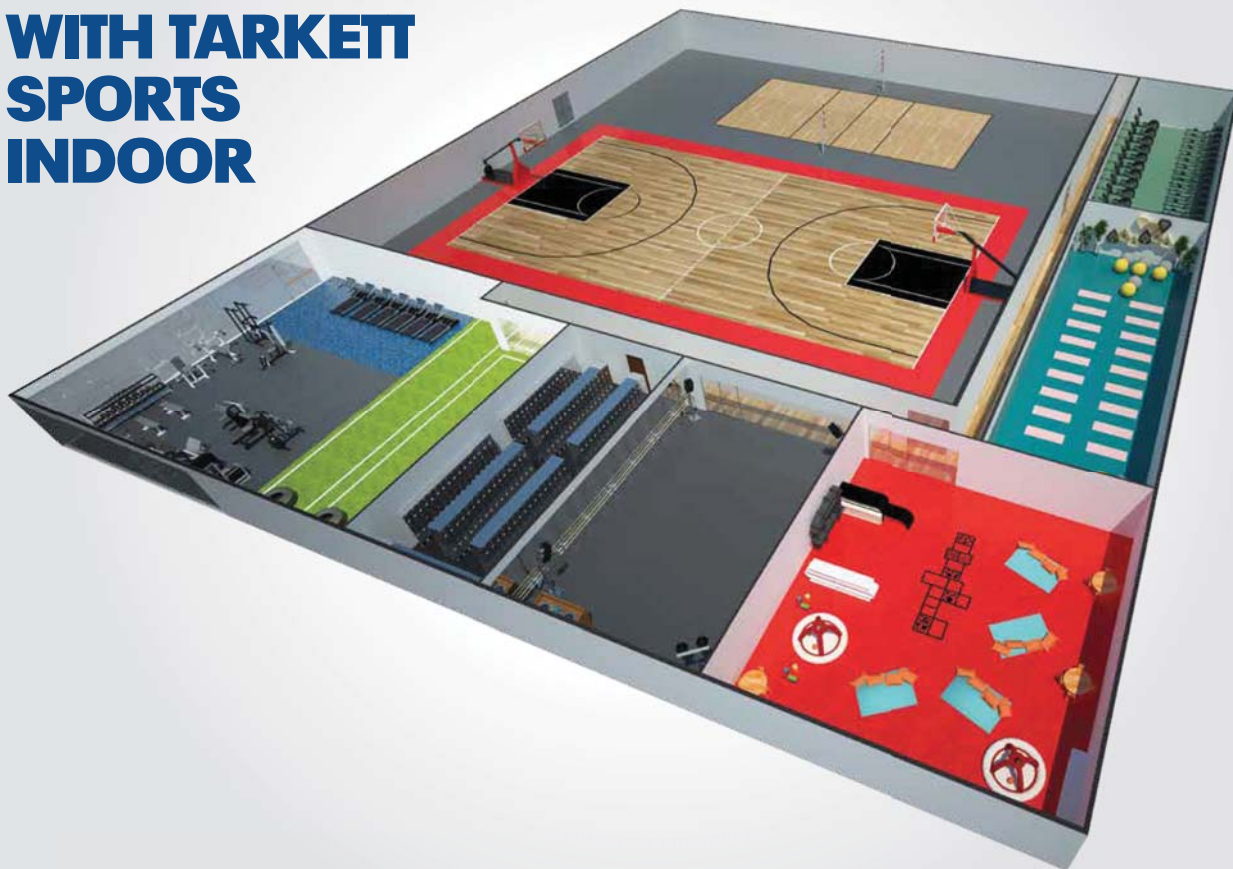
## SERVICE

We are as committed to your program as you are, and we're with you for the long term. When you buy from Tarkett Sports, you're buying from a company that knows how to take care of you.



# A TURNKEY SOLUTION

## WITH TARKETT SPORTS INDOOR



### OMNISPORTS

The Game-Changing versatility of Omnisports

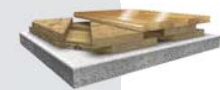
**Applications:** Gymnasium • Daycare • Multi-Purpose Rooms • Cafetorium • Yoga • Martial Arts



### DROPZONE

The surface strength of Dropzone rubber flooring

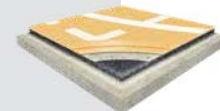
**Applications:** Weight Rooms • Strength & Cardio Equipment • Spinning • Training Turf • Functional & Extreme Training • Ice Rinks



### CLUTHCOURT

Inspiring tradition of ClutchCourt Northern Maple

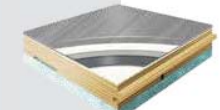
**Applications:** Gymnasium (Basketball & Volleyball) • Aerobics • Racquetball



### POLYTURF PLUS PAD & POUR

The seamless playing surface of PolyTurf Plus Pad & Pour

**Applications:** Multi-Purpose Rooms • Cafetorium • Gymnasium • Inline Skating



### LUMAFLEX

The pinnacle of sports performance with Lumaflex

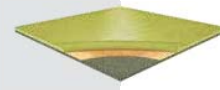
**Applications:** Gymnasium • Multi-Purpose Rooms • Inline Skating • Aerobic and Fitness



### DANCEFLOOR

Perform at your best with Dancefloor

**Applications:** Dance Studio • Dance Stage



### ECOPURE

The natural sustainability of EcoPure Linoleum

**Applications:** Multi-Purpose Rooms • Gymnasium • Daycare

# MAKE THE GAME-WINNING CHOICE AND CHOOSE TARKETT SPORTS

.....

The Tarkett Sports approach to indoor sports flooring is to be a knowledge resource for all sports facility stakeholders and provide the right flooring solutions for the needs and values of our customers. To accomplish this, we offer a wide range of gym flooring options, suitable for many different activities and level of competition.



## HEALTH AND THE ENVIRONMENT

PolyTurf Plus Pad & Pour embodies Tarkett's four categories of sustainability.

- Contains natural materials
- No heavy metals or formaldehyde
- Uses rapidly renewable materials
- Low VOC emissions
- GREENGUARD Gold certified
- Requires no harsh chemicals to maintain
- Utilizes no solvents
- Contains recycled content
- Allows potential overlay
- 100% recyclable
- Recycled content helps divert material from landfills



## A HIGHER STANDARD OF INDOOR AIR QUALITY

Children are more sensitive to poor indoor air quality than adults. For them, a higher standard of health and safety is needed. GREENGUARD Gold identifies flooring that goes above and beyond typical indoor air quality standards, exceeding the requirements of California Section 01350. It is recognized by the CHPS Best Practice Manual for K-12 Schools and the LEED building rating system. As a GREENGUARD Gold floor, PolyTurf Plus Pad and Pour offers recognized protection for those most sensitive to poor indoor air quality. Choose PolyTurf Plus Pad & Pour for more than just a sports floor. Choose it for peace of mind.



The **mindful MATERIALS** Library is a searchable database where users can find architectural building products that have various transparency and sustainability attributes. You can now find numerous Tarkett Sports' products in the **mindful MATERIALS** Library.



# MANUFACTURED IN AMERICA

Tarkett's Beynon Sports Surfaces controls all aspects of the manufacturing chain, which allows us to create the right product, regardless of the facility. Because Beynon's founder's name stands behind their products, we take special care throughout the entire installation process.



## DESIGN

PolyTurf Plus Pad & Pour is proudly American made. We provide a seamless polyurethane structural layer that is strong, and durable. Its design and appearance are simple; its performance is anything but.



## FORMULATION

Our philosophy on materials selection is simple: use only the best environmentally friendly, bio-based raw materials because we understand that the material choices we make today will affect your athletes for years to come.



## MANUFACTURING

PolyTurf Plus Pad & Pour is manufactured by Tarkett's Beynon Sports Surfaces, an ISO 14001 certified manufacturer in Hunt Valley, Maryland, USA. This ensures a level of quality and consistency in production.



## INSTALLATION

With an exceptionally quick curing rate, PolyTurf Plus Pad & Pour can be installed and ready to use in a relatively short time frame.

# NOT ALL WARRANTIES ARE CREATED EQUAL

## REST EASY WITH TARKETT SPORTS 30 YEAR WARRANTY

Peace of mind is what we strive for. When you choose PolyTurf Plus Pad & Pour by Tarkett Sports for your facility or multi-purpose room, you get peace of mind for 30 years.



## 10 YEARS MOISTURE RESISTANCE

When you choose PolyTurf Plus Pad & Pour and install with our dimensionally stable underlayment, Tarkolay, you get an additional 10 Years Warranty for Moisture Resistance. Tarkolay comes with Moisture Resistance up to 100% RH. No other polyurethane on the market can compete.



## PROVEN WINNING TRACK RECORD

Tarkett Sports is a division of the Tarkett Group, which has been in operation since 1886. Beynon Sports, a department within the Tarkett Sports Division has been manufacturing in the USA and installing polyurethane in North America for more than 40 years. Tarkett Sports has over 500 PolyTurf Plus Pad & Pour installations in North America.

## WHAT'S COVERED IN THIS WARRANTY?

When we say "peace of mind", we mean it. We are offering a 30 year warranty on the following:

- Manufacturing defects
- Delamination of the layers
- Deterioration of the recycled rubber base mat
- Reversion or re-liquefying of any layer
- Separation of the seams within the base mat

## CUT OUT THE MIDDLE MAN

When choosing Tarkett Sports' PolyTurf Plus Pad & Pour, you deal directly with the manufacturer. When not dealing directly with a manufacturer, it is difficult to know what can happen in 10-20 years. For this reason, when Tarkett Sports provides a 30-year warranty, we mean it.

### Why?

The Tarkett Group has been in business for over 135 years, selling over 13 million Sq. Ft. of flooring per day. When you choose PolyTurf Plus Pad & Pour, it comes with a 30-year warranty from a manufacturer, eliminating the risks associated with the unknown.

# POLYTURF PLUS PAD & POUR

## APPLICATIONS

### MULTI-USE GYMNASIUMS

- Elementary Schools
- Middle Schools
- High Schools
- Colleges and Universities
- Community Centers

### OTHER APPLICATIONS

- Fieldhouses
- Military Training Facilities
- Recreational Facilities
- Multi-Use Areas
- Inline Skating

## BENEFITS

### Seamless Surface:

PolyTurf Plus Pad & Pour offers seamless gym flooring that is not only visually simplistic but also imparts the practical cleaning benefits of having no seams

### Extreme Toughness:

PolyTurf Plus Pad & Pour is designed to withstand the harshest treatment, whether it be high point loads like folding cafeteria tables and portable stages, rolling loads like portable bleachers, or just heavy traffic and sports activity

### Fast Installation Time:

With an exceptionally quick curing rate, PolyTurf Plus Pad & Pour can be installed and ready to use in a relatively short time frame

### Permanent Performance:

Renewable wear layer can be recoated at any time, indefinitely

### Superior Load Tolerances:

PolyTurf Plus Pad & Pour performs under the everyday use of tables, chairs and bleachers

### ISO 14001 Manufacturing:

PolyTurf Plus Pad & Pour is manufactured in America by Tarkett's Beynon Sports Surfaces, an ISO 14001 certified manufacturer. This ensures a high level of quality and consistency in production

### Tarkett Sports

#### Warranty Protection:

The quality and performance of PolyTurf Plus Pad & Pour is protected by Tarkett Sports with a comprehensive 30 year warranty





# ASTM F2772

# THE SPORTS FLOORING STANDARD

In areas designated for sports, flooring should be optimized for physical activity. ASTM F2772 measures four key factors regarding safety and suitability for sports activities:

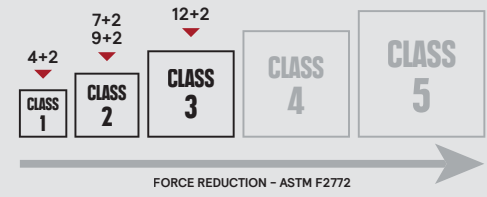
- Force Reduction
- Ball Rebound
- Surface Finish Effect
- Vertical Deformation

## FORCE REDUCTION (SHOCK ABSORPTION)

ASTM F2772 separates degrees of force reduction into five classes to assist in determining the appropriate level for specific sports or other activities. ASTM F2772 also establishes a minimum value of 10% force reduction for any floor space designed for indoor athletics or physical recreation.

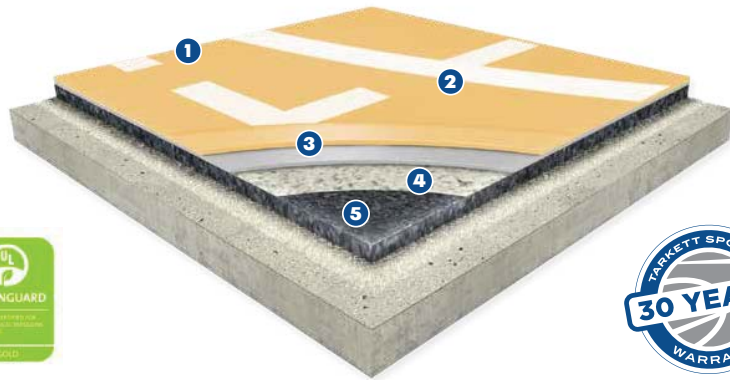
## POLYTURF PLUS PAD & POUR SPORTS PERFORMANCE

PolyTurf Plus Pad & Pour meets all the requirements of ASTM F2772, including force reduction, ball rebound, surface finish effect, and vertical deformation.



# POLYTURF PLUS PAD & POUR

## FEATURES



- 1 Water-Based Aliphatic Coating**  
 This spray or roller-applied coating provides optimal game performance and stain resistance.
- 2 Chemically Bonded Game Lines**  
 Meticulously applied polyurethane marking paint creates precise and permanent game lines.
- 3 Formulated Elastomeric Resin**  
 This resin layer provides exceptional ball rebound and extra durability.
- 4 Two-Component Seal Layer**  
 The primary characteristic of PolyTurf Plus Pad and Pour is its seamless playing surface. This coating layer seals shock pad pores for a smooth and seamless gym floor.
- 5 Recycled Rubber Shock Pad**  
 Made of 100% recycled rubber, this shock pad base layer provides cushioning and shock absorption and is available in multiple thicknesses.

## STANDARD SURFACE COLOR SELECTION

Tarkett Sports offers more color options for PolyTurf Plus Pad & Pour than any other pad and pour system on the market, allowing more customization for your gym floor.

PolyTurf Plus Pad & Pour comes in 8 standard colors, with additional custom options available.

## GAME LINE COLORS

PolyTurf Plus Pad & Pour comes with 8 game line colors with additional custom options available.

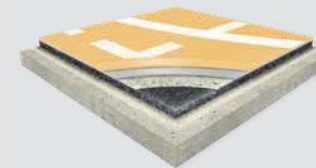
## FORMAT OPTIONS

4 Shock Pad Options:  
4 mm, 7 mm, 9 mm, 12 mm

## SPORT APPLICATIONS

- BASKETBALL
- VOLLEYBALL
- TENNIS
- WEIGHT ROOM

### POLYTURF PLUS PAD & POUR



- SPIKE RESISTANT
- ★★★★★☆
- ★★★★★☆
- ★★★★★☆
- ★★★★★☆

### POLYTURF PLUS PAD & POUR WITH A LUMAFLEX SYSTEM



- SPIKE RESISTANT
- ★★★★★★
- ★★★★★★
- ★★★★★★
- ★★★★★★



# POLYTURF PLUS PAD & POUR

## WITH LUMAFLEX

### ELEVATE YOUR GAME TO ANOTHER LEVEL

The Lumaflex and Lumaflex Elite systems upgrade your PolyTurf Plus Pad & Pour floor by adding a layer of 18 mm plywood planks that are made exclusively from birch. The 18 mm plywood planks are placed above shock-absorbing foam or the premium elite cushion, which provide the pinnacle of performance, safety, comfort and uniform structural support.

Lumaflex combines point-elastic surface properties with an area-elastic substructure.

### BENEFITS

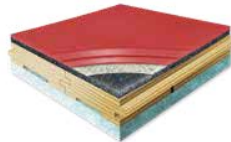
**Multi-Use functionality:** Lumaflex adds multi-use functionality and comfort to the ultimate sports flooring system.

**Reliable Bonding And Assembly:** Each plywood plank incorporates an interlocking tongue-and-groove edge for fast and reliable installation.

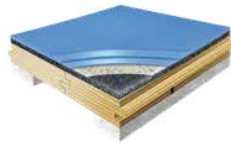
**Lumaflex Shock-Absorbing Foam Or Premium Elite Cushion:** Regardless of the Lumaflex system, they can be modified to meet height requirements, especially when replacing a wood floor within an existing recessed slab.



**LUMAFLEX**  
Class 4 per ASTM F2772



**LUMAFLEX ELITE**  
Class 5 per ASTM F2772



By engaging the athlete with these two types of elasticity, Lumaflex simultaneously responds in the immediate area of impact and across a wider surface area. This combined response generates remarkably high levels of shock absorption and natural stability underfoot.

With a Lumaflex system, you can train, practice and play for longer periods of time with less fatigue and more comfort.



### THE RIGHT FLOOR FOR COMBINING HIGH-LEVEL SPORTS WITH SCHOOL EVENTS

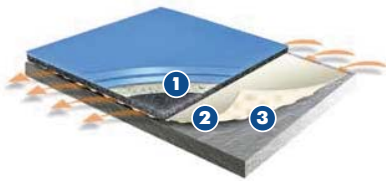
*"We chose the combination system really for two main reasons, the first being that we wanted a floor that performed like – if not better – than wood. Secondly, we wanted a system that required limited maintenance. So when you put those two things together, the combination system was the ideal solution for us. It's easy to maintain, and we get great use of a surface that performs as well as any surface I've used."*

**BRYAN NIXON**  
HEAD OF SCHOOL, WHITBY SCHOOL  
GREENWICH, CONNECTICUT

# POLYTURF PLUS PAD & POUR

## WITH TARKOLAY

Every flooring installation is different. In some cases, high moisture, cracks, joints, or other factors present challenges that require an underlayment. Tarkolay separates the flooring system away from the slab, removing the ability for vapor pressure to form. Tarkolay can also assist with challenges over other concrete imperfections at the surface.



### 1. ISOLATION OF THE SPORTS SURFACE

Tarkolay mitigates adverse conditions by separating the sports surface from the subfloor. Through isolation, an imperfect subfloor is less likely to affect the integrity of the surface installation.

### 2. DIMENSIONALLY STABLE UNDERLAYMENT

Tarkolay is a dimensionally stable underlayment with a smooth surface for excellent adhesion to the sports floor.

### 3. RAISED TEXTURE FOR DISPERSING WATER VAPOR

The embossed texture of Tarkolay allows water vapor from the subfloor to dissipate without building pressure that would harm the integrity of the installation.



## PERFORMANCE

Tarkolay can address concrete moisture conditions and does not require any initial moisture testing. It is also a FloorScore® certified underlayment that can resolve high moisture and other issues while still maintaining the highest standard of indoor air quality.

## HEALTH & THE ENVIRONMENT

Tarkolay embodies four categories of sustainability, providing not only superior performance, but stewardship of the environment and care for individual health.



### GOOD MATERIALS

- No REACH restricted chemicals
- No formaldehyde



### RESOURCE STEWARDSHIP

- ISO 14001 manufacturing
- Tarkett's history of conservation



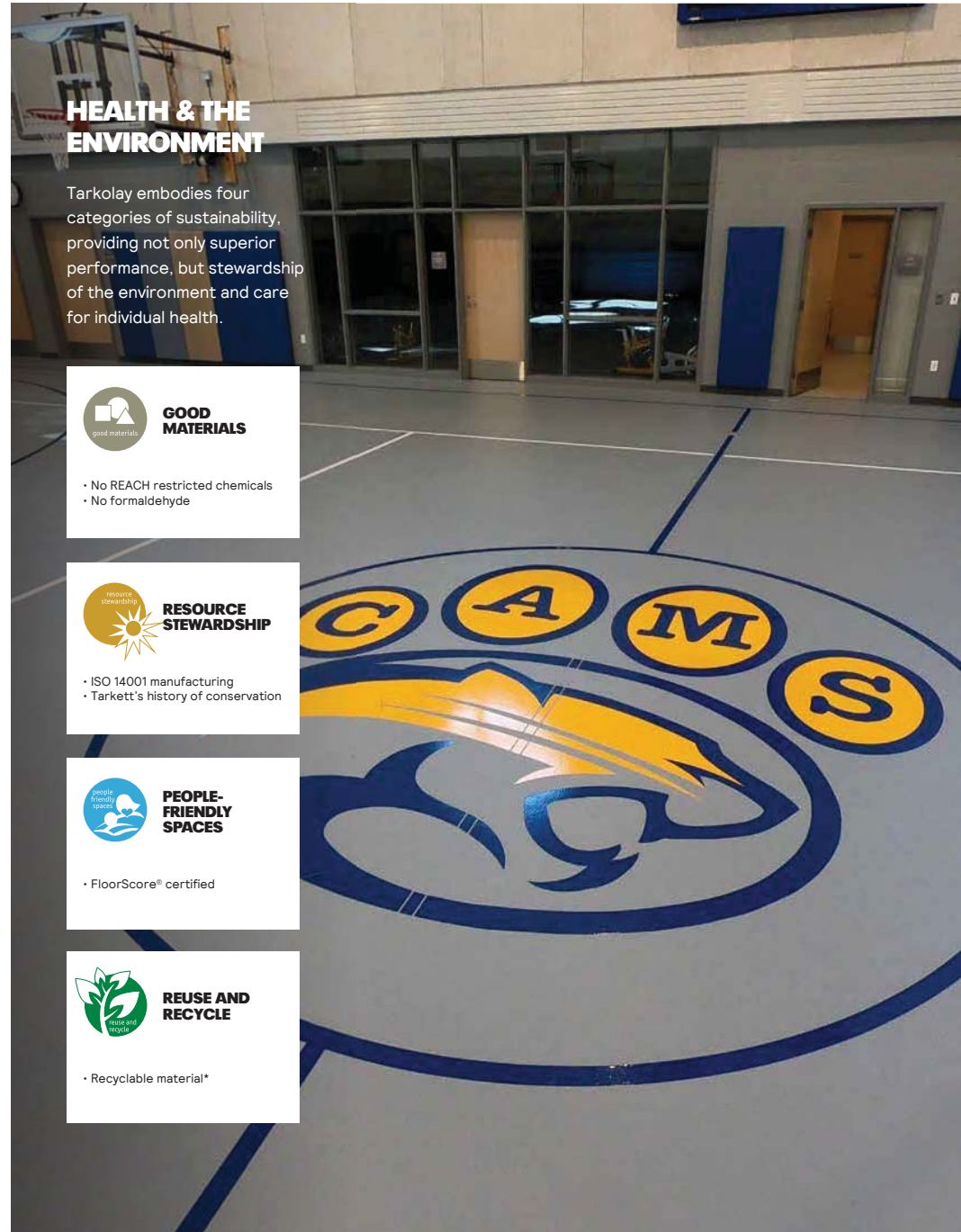
### PEOPLE-FRIENDLY SPACES

- FloorScore® certified



### REUSE AND RECYCLE

- Recyclable material\*



# PUT YOUR DREAM INTO MOTION

## INSTALLING YOUR NEW COURT MIGHT BE EASIER THAN YOU THINK

Through a partnership with PNC Sports Finance, a business unit of PNC Equipment Finance, LLC, Tarkett Sports now offers payment solutions customized to your specific budget requirements. Low fixed-rate financing is available for qualified customers in public, private and non-profit sectors. Financing is also available for purchases made through the SmartBuy program, which includes prominent cooperative purchasing agencies.

## BENEFITS OF TARKETT SPORTS FINANCIAL SOLUTIONS

### STAY WITHIN YOUR BUDGET:

Spread the costs over customized periodic payments that match your budget timeline.

### START SEEING RESULTS NOW:

Generate savings and revenue while payments are made.

### TAKE ADVANTAGE OF CUSTOMIZED SOLUTIONS:

Choose an option that fits, including municipal solutions that meet appropriation requirements.

### GET GREAT RATES WITH FAST AND EASY APPROVAL PROCESS:

Finance your athletic surfaces quickly, easily and with highly competitive rates.

### SAVE FUNDS FOR OTHER NEEDS:

Stretch total project budgets that incorporate design, construction and other costs.

### PRESERVE BANK CREDIT LINES:

Financing will not affect your bank credit line, saving credit for needs such as working capital.

## THERE'S A STREAMLINED, COST-EFFICIENT WAY TO BUY SPORTS SURFACES

The SmartBuy Cooperative Purchasing Program gives you access to several different cooperatives that are competitively bid and awarded based on a rigorous evaluation process. Tarkett can help you determine which one is best for you, and all costs and services are identified.

Through these cooperatives, customers can purchase Tarkett Sports indoor flooring across the US on previously bid contracts with preferential pricing. Turnkey solutions are available with these cooperatives through the alternative costing method, RSMMeans and the OC unit price book.

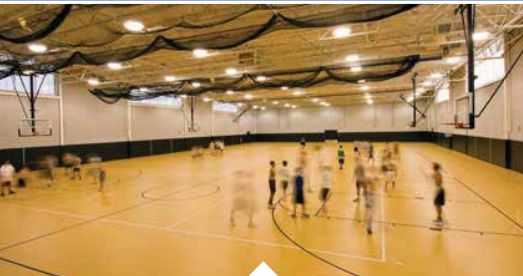
## THE SMARTBUY COOPERATIVE PURCHASING PROGRAM PROVIDES A WINNING STRATEGY FOR PURCHASING A NEW SPORTS FLOOR.

- Simplified ordering process
- Prevents duplication of the bid process
- Provides access to the industry's best products
- Guaranteed "best value" through the cooperative system
- Satisfies bid laws and procurement processes in most states
- The fastest proposal-to-contract process
- Gives owners project control
- Turnkey product solutions

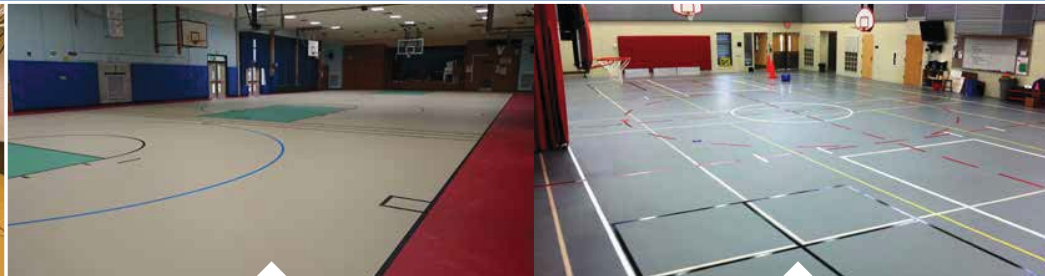


# THE RIGHT OPTION

OVER 500 POLYTURF PLUS PAD & POUR INSTALLATIONS



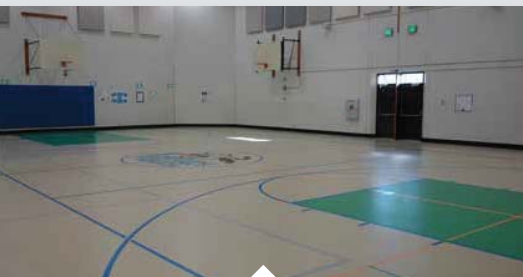
**MCQUAID FIELDHOUSE**  
Rochester, NY  
Installed in 2007



**IDLE HOUR ELEMENTARY SCHOOL**  
Oakdale, NY  
Installed in 2016



**BRIDGEWOOD PUBLIC SCHOOL**  
Cornwall, ON  
Installed in 2014



**PARKWAY MONTESSORI AND COMMUNITY MIDDLE SCHOOL**  
St. Paul, MN  
Installed in 2014



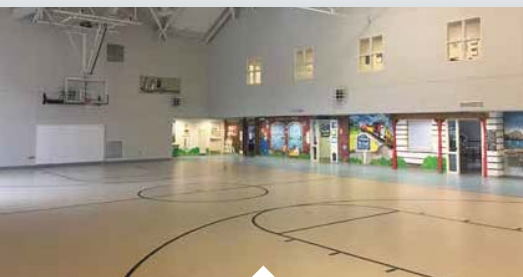
**HILLSIDE ELEMENTARY SCHOOL**  
Hastings-on-Hudson, NY  
Installed in 2016



**KNICKRETH ELEMENTARY**  
Grand Island, NE  
Installed in 2013



**BLUM ISD**  
Blum, TX  
Installed 2017



**WAYZATA COMMUNITY CHURCH**  
Wayzata, MN  
Installed in 2015



**EASTON OLYMPIC TRAINING**  
Chula Vista, CA  
Installed in 2017



**AMHERST MIDDLE SCHOOL**  
Amherst, VA  
Installed in 2016

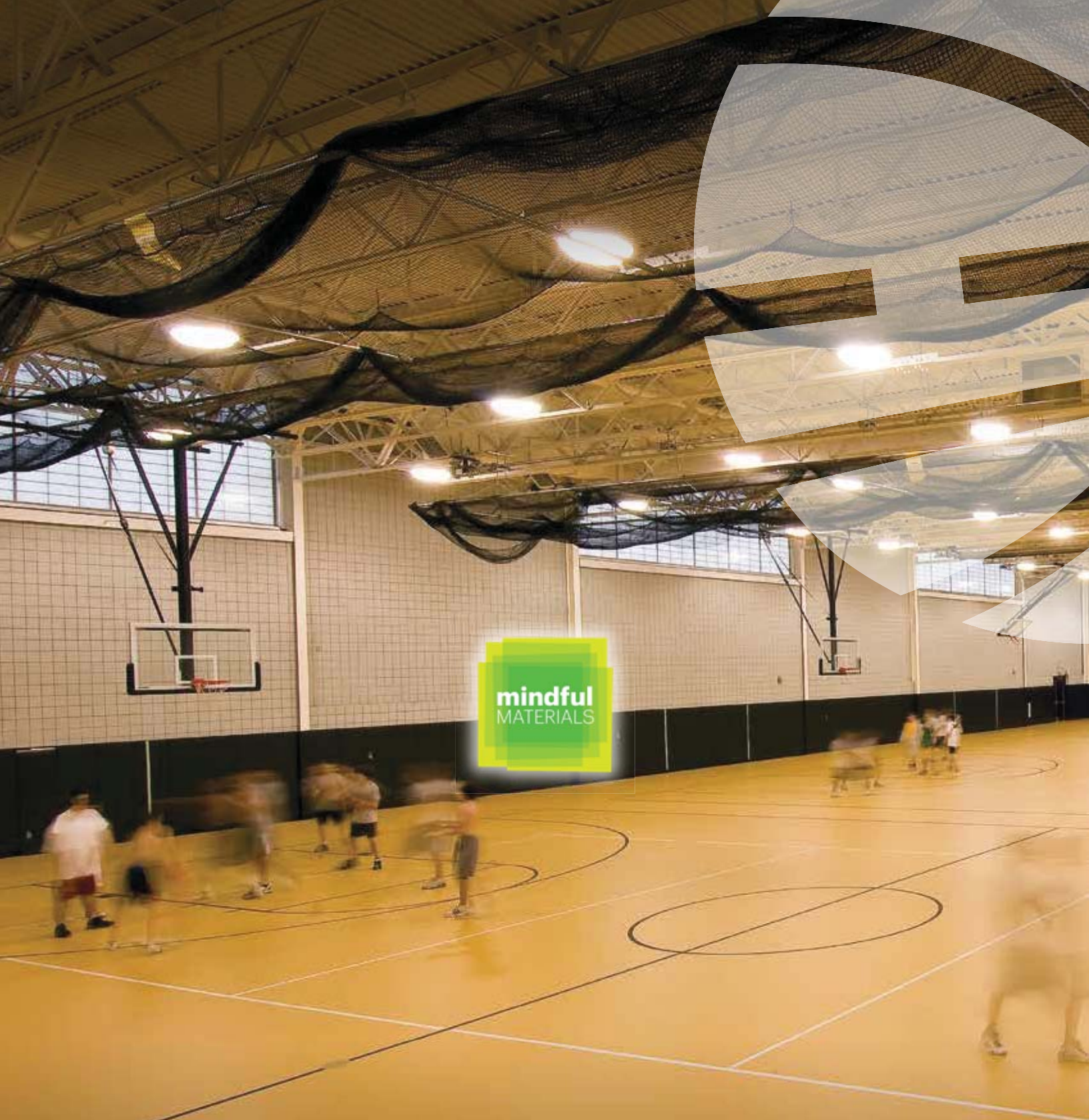


**LAKE HEALTH MENTOR HEALTH AND WELLNESS CENTER**  
St. Mentor, OH  
Installed 2017



**TEAM UP WITH  
POLYTURF PLUS  
PAD & POUR  
TO BRING  
YOUR GAME  
TO ANOTHER  
LEVEL**





mindful  
MATERIALS

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING

 **Tarkett**SPORTS

 **FieldTurf**<sup>®</sup>  
A Tarkett Sports Company

 **BEYNON**<sup>®</sup>  
A Tarkett Sports Company

 **renner**<sup>®</sup>  
A Beynon Sports Company

 **GRASSMASTER**  
By Tarkett Sports

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# DROPZONE

.....  
**SUPERIOR SURFACE STRENGTH**

**ATHLETES  
COMMIT TO  
THE GAME...  
CHOOSE THE  
FLOOR THAT  
COMMITTS TO  
THE ATHLETE**



#### **AN INDUSTRY LEADER**

Tarkett Sports is a division of the Tarkett Group, which was established in 1886. The knowledge and expertise accrued by Tarkett over 130 years has made it one of the largest flooring manufacturers in the world.

With over \$2.5 Billion in annual sales and an average of 13 million square feet of flooring produced per day, Tarkett is a global leader in commercial, residential, and sports solutions.





# BUILT STRONGER, TOGETHER

Tarkett Sports does it all. We offer a full range of surfacing products. From our line of commercial, residential and athletic artificial turf, sports tracks, and indoor flooring, we have the right solution to fit your needs. Tarkett Sports is built stronger, together.



# WHY TARKETT SPORTS



## TARKETT SPORTS BRAND

Tarkett Sports is a world leader in athletic surfacing, offering a comprehensive portfolio of sports flooring solutions through its brands: FieldTurf, Beynon Sports, Renner Sports, EasyTurf, Desso, GrassMaster, PlayMaster and Tarkett Sports Indoor.



## DESIGN & CONSTRUCTION EXPERTS

Tarkett Sports and our partners are some of the most experienced and knowledgeable teams in the industry. When it comes to the design and construction of your sports surface, we are the experts.



## FINANCIALLY STABLE

The Tarkett Group is a worldwide leader of innovative flooring and sports surface solutions. Tarkett Sports Indoor is backed by unprecedented financial support and stability. You can rest easy.



## LEADING DURABILITY

Manufactured and installed with the highest attention to detail, Tarkett Sports Indoor's systems showcase proven durability.



## EXPERIENCE

With over 5,000 installations in North America in the last 10 years, Tarkett Sports Indoor has the knowledge and expertise to make your sports facility a success.



## TRUSTED

For indoor facilities, Tarkett Sports Indoor offers the most trusted sports flooring for various style facilities in North America.



## ENDLESS PURSUIT OF INNOVATION

From the Dropzone rubber, PolyTurf Pad and Pour system, Omnisports vinyl sports flooring, ClutchCourt wood, and EcoPure linoleum, our innovation and versatility extend beyond just sports. We're there to support your team.



## SERVICE

We are as committed to your program as you are, and we're with you for the long term. When you buy from Tarkett Sports, you're buying from a company that knows how to take care of you.

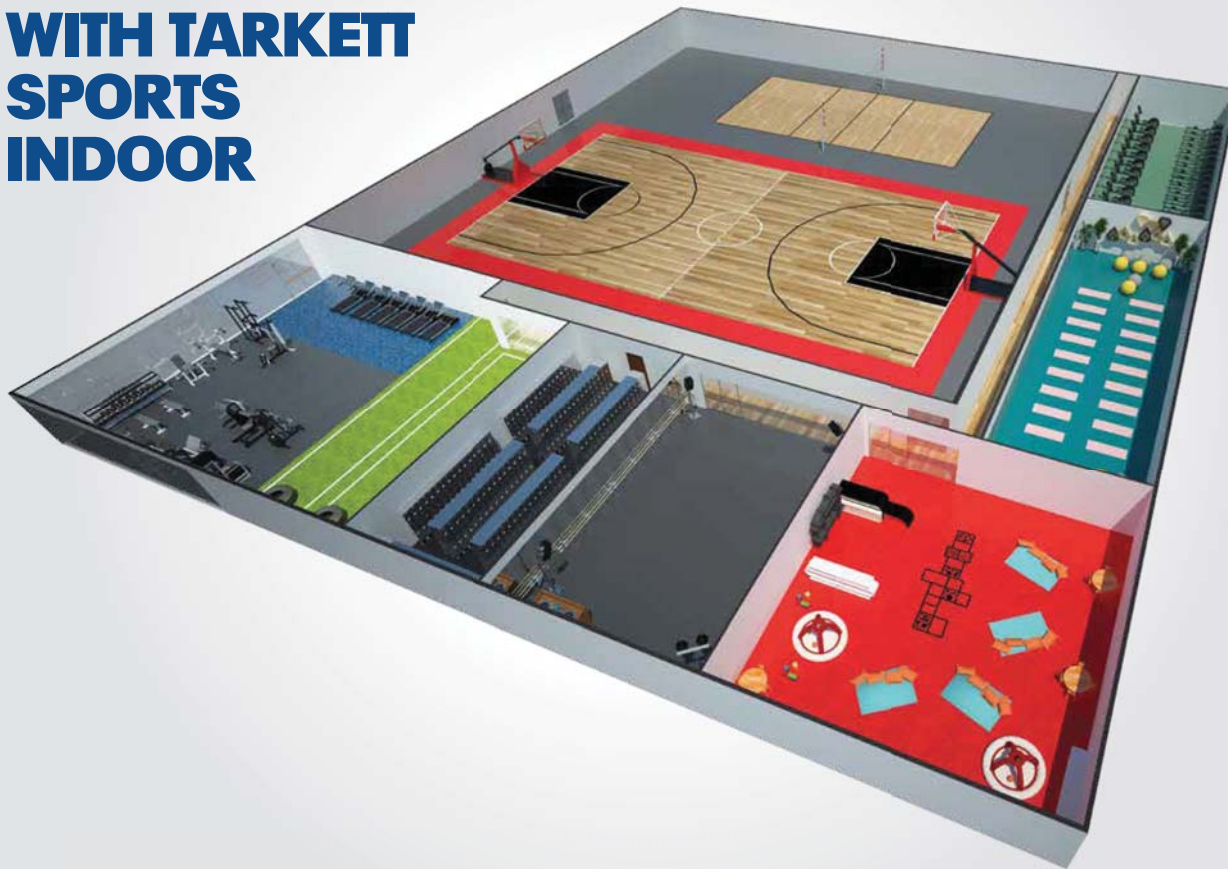


*"We went with the Droptile because the environment we're in, the abuse it takes with weights being dropped on the floor either accidentally or through some of the Olympic lifts, we wanted something that was going to hold up over time and look as good ten years from now as it did the day we installed it."*

**MIKE LAWRENCE**  
STRENGTH AND CONDITIONING COACH  
JOPLIN HIGH SCHOOL, JOPLIN, MO

# A TURNKEY SOLUTION

## WITH TARKETT SPORTS INDOOR



### OMNISPORTS

The Game-Changing versatility of Omnisports

**Applications:** Gymnasium • Daycare • Multi-Purpose Rooms • Cafetorium • Yoga • Martial Arts



### DROPZONE

The surface strength of Dropzone rubber flooring

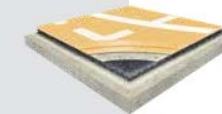
**Applications:** Weight Rooms • Strength & Cardio Equipment • Spinning • Training Turf • Functional & Extreme Training • Ice Rinks



### CLUTHCOURT

Inspiring tradition of ClutchCourt Northern Maple

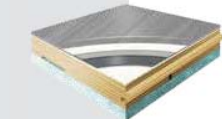
**Applications:** Gymnasium (Basketball & Volleyball) • Aerobics • Racquetball



### POLYTURF PLUS PAD & POUR

The durable playing surface of PolyTurf Plus Pad & Pour

**Applications:** Multi-Purpose Rooms • Cafetorium • Gymnasium • Inline Skating



### LUMAFLEX

The pinnacle of sports performance with Lumaflex

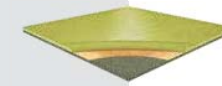
**Applications:** Gymnasium • Multi-Purpose Rooms • Inline Skating • Aerobic and Fitness



### DANCEFLOOR

Perform at your best with Dancefloor

**Applications:** Dance Studio • Dance Stage



### ECOPURE

The natural sustainability of EcoPure Linoleum

**Applications:** Multi-Purpose Rooms • Gymnasium • Daycare

# RECYCLING FROM START TO FINISH

Environmental responsibility in fitness flooring is about understanding a product's complete life cycle – where it came from and where it will end up. That is why recycling is such a key concern. Dropzone Speckle is one of those unique floors that begins and ends its life with recycling. It incorporates from 70% to 90% total recycled content depending on color, most of which is post-consumer material such as old automobile tires.

Droptile and Dropzone Comfort contain, on average, approximately 62% of post-consumer recycled content. Most importantly, Tarkett's Dropzone flooring can be recycled at the end of its life, diverting waste from landfills and creating new material for the manufacture of other products. (Post-Consumer recycled content will vary depending upon the construction of the product).



## HEALTH AND THE ENVIRONMENT

Dropzone embodies four categories of Tarkett's sustainability, providing not only superior performance, but stewardship of the environment and care for individual health.



## FLOORSCORE CERTIFIED

With FloorScore® certification for indoor air quality and low VOC emissions, Dropzone also helps create a healthier workout environment.

## LOW VOCs AND BETTER INDOOR AIR QUALITY

A healthy indoor environment begins with low levels of volatile organic compounds (VOCs).

### ▶ VOC EMISSIONS LESS THAN 10 MICROGRAMS PER CUBIC METER\*

A lower VOC emission rate than most other resilient sports floors

\*VOCs after 28 days (ISO 16000)

### ▶ COMPLIES WITH CALIFORNIA SECTION 01350, THE MOST STRINGENT AIR QUALITY REGULATION IN THE U.S.



The **mindful MATERIALS** Library is a searchable database where users can find architectural building products that have various transparency and sustainability attributes. You can now find numerous Tarkett Sports' products in the **mindful MATERIALS** Library.



# MANUFACTURED IN AMERICA

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All aspects of the manufacturing chain are performed in America. This allows us to create the right product with the highest quality for your facility. We proudly stand behind our products and take special care throughout the entire manufacturing process.



## DESIGN

We design products that are built strong and to last long. The variety and design of the Dropzone products are created to facilitate the needs of our customers.



## FORMULATION

Our philosophy on materials selection is simple: use only the best environmentally friendly, bio-based raw materials because we understand that the material choices we make today will affect your athletes for years to come.



## MANUFACTURING

Dropzone is manufactured in the United States. We ensure the highest level of quality and consistency in production.

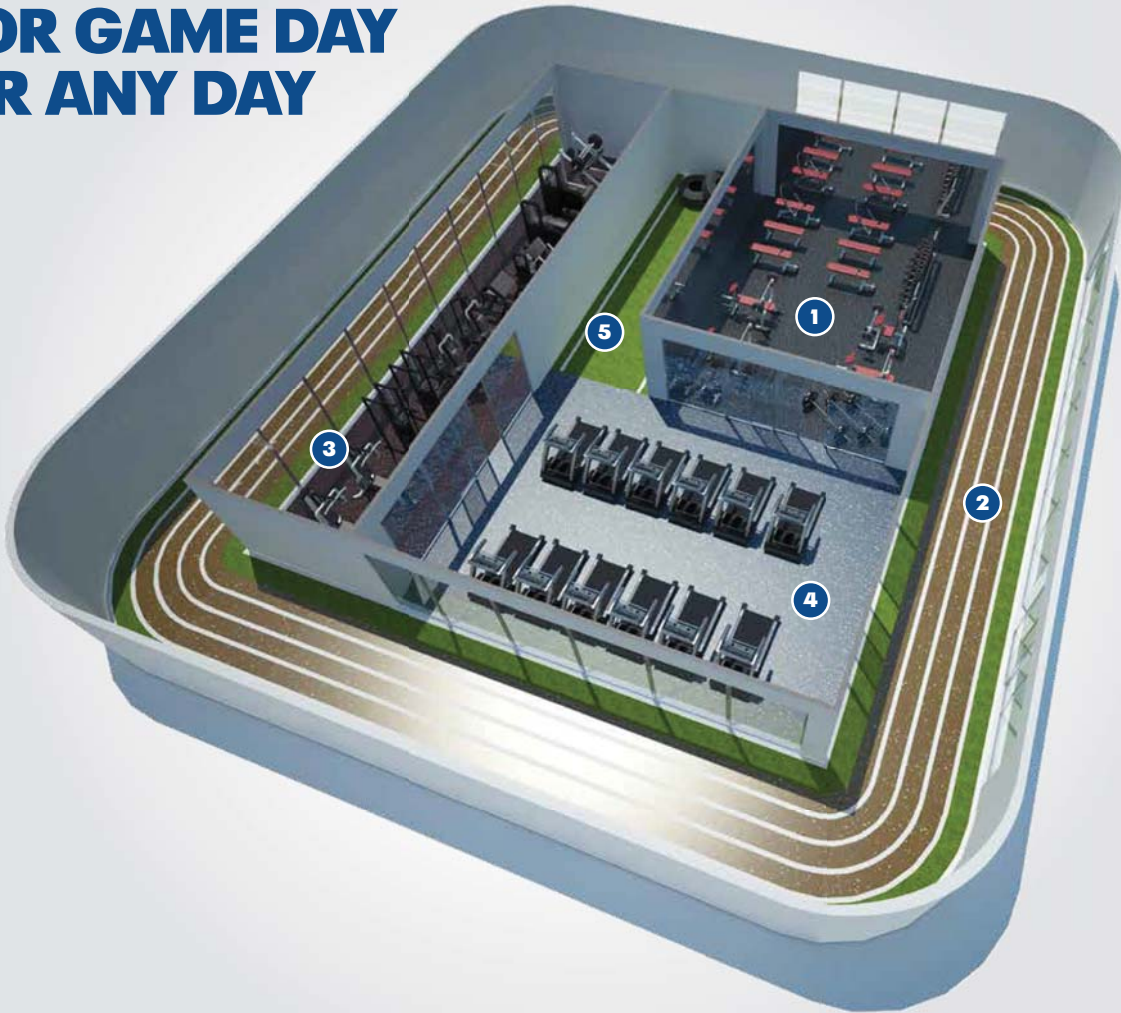


## INSTALLATION

Dropzone products are offered in various format options and can be installed and ready to use in a relatively short time frame.

# DROPZONE

FOR GAME DAY  
OR ANY DAY



1

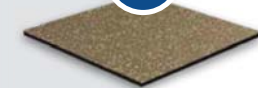


## FREE WEIGHT ROOM

DROPTILE (PAGE 24-25)

Alternatives: Dropzone Flex, Dropzone Impact, Dropzone, Dropzone Speckle, Dropzone Comfort, Dropzone Elite, DropTile Max

2



## WALKING OR JOGGING TRACK

DROPZONE COMFORT (PAGE 28-29)

Alternatives: Dropzone Elite

3



## FUNCTIONAL & EXTREME TRAINING

DROPZONE ELITE (PAGE 30-31)

Alternatives: Dropzone Flex, Dropzone Impact, Dropzone Elite, Dropzone Comfort, DropTile Max, DropTurf

4



## CARDIO EQUIPMENT

DROPZONE SPECKLE (PAGE 26-27)

Alternatives: Dropzone, Dropzone Comfort, Dropzone Elite, DropTile, DropTile Max

5



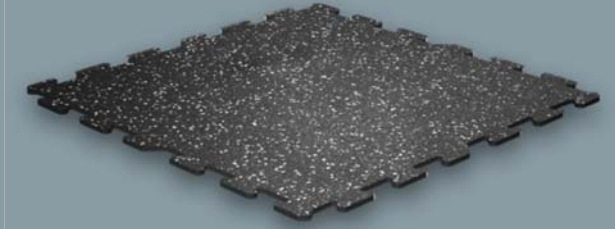
## TRAINING TURF APPLICATIONS

DROPTURF (PAGE 36-37)

# VULCANIZED CALENDERED RUBBER

## DROPZONE IMPACT

(PAGE 18-19)



## DROPZONE FLEX

(PAGE 20-21)



.....

Whatever you're looking to accomplish in a floor, rubber has a solution. Safe, comfortable, sustainable—and full of possibility—Tarkett Sports Indoor's Vulcanized Calendered Rubber offers an unmatched variety of colors, patterns and textures, and no need for dye lots. With natural slip resistance, shock absorption, and comfortable acoustics, rubber just seems to check all the boxes.

# DROPZONE IMPACT



**8 YEAR**  
PRODUCT WARRANTY

**DROPZONE IMPACT** is constructed of vulcanized rubber with a speckled surface design, which is built tough, flexible and performance-ready. This floor is engineered to hold up under constant traffic, sports activities and heavy sporting equipment. Made of 10 mm thick rubber, Dropzone Impact absorbs noise and resists impact, shock, spikes and skates.

## FORMAT OPTIONS



**STRAIGHT EDGE TILES**  
24" (61cm) x 24" (61cm)



**INTERLOCKING RUBBER**  
23" (58cm) x 23" (58cm)

## APPLICATIONS



CARDIO



LIGHT  
WEIGHTS



MODERATE  
WEIGHTS



EXTREME  
FUNCTIONAL  
TRAINING



STRENGTH  
EQUIPMENT



ICE RINKS

## BENEFITS

### ENHANCED DURABILITY AND FLEXIBILITY

Dropzone Impact rubber flooring brings enhanced durability, flexibility, safety and performance to the forefront in gyms, ice rinks and more.

### ENGINEERED TO PERFORM

Dropzone Impact is engineered to perform under the most brutal conditions. This spike- and skate-resistant rubber tile can withstand extreme sporting activities, constant foot traffic and heavy rolling and static loads.

### CONSISTENT COLOR

Dropzone Impact comes with a high tolerance for color consistency and has no dye lots.

## COLOR SELECTION

Dropzone Impact comes with **12 color options**, which makes it easy to create unique gym floors or match the colors of a school or team.





# DROPZONE FLEX



**8 YEAR**  
PRODUCT WARRANTY

**DROPZONE FLEX** is constructed of vulcanized rubber with a marbled surface design, which is built tough, flexible and performance-ready. This floor is engineered to hold up under constant traffic, sports activities and heavy sporting equipment. Made of 10 mm thick rubber, Dropzone Flex absorbs noise and resists impact, shock, spikes and skates.

## FORMAT OPTIONS



**STRAIGHT EDGE TILES**  
24" (61cm) x 24" (61cm)



**INTERLOCKING RUBBER**  
23" (58cm) x 23" (58cm)

## APPLICATIONS



CARDIO



LIGHT  
WEIGHTS



MODERATE  
WEIGHTS



EXTREME  
FUNCTIONAL  
TRAINING



STRENGTH  
EQUIPMENT



ICE RINKS

## BENEFITS

### ENHANCED DURABILITY AND FLEXIBILITY

Dropzone Flex rubber flooring brings enhanced durability, flexibility, safety and performance to the forefront in gyms, ice rinks and more.

### ENGINEERED TO PERFORM

Dropzone Flex is engineered to perform under the most brutal conditions. This spike- and skate-resistant rubber tile can withstand extreme sporting activities, constant foot traffic and heavy rolling and static loads.

### CONSISTENT COLOR

Dropzone Flex comes with a high tolerance for color consistency and has no dye lots.

## COLOR SELECTION

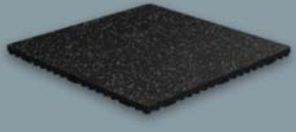
Dropzone Flex comes with **8 color options**, which makes it easy to create unique gym floors or match the colors of a school or team.



# VULCANIZED COMPOSITION RUBBER

## DROPTILE

(PAGE 24-25)



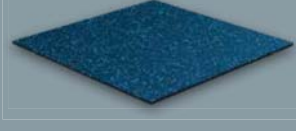
## DROPZONE SPECKLE

(PAGE 26-27)



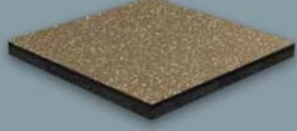
## DROPZONE COMFORT

(PAGE 28-29)



## DROPZONE ELITE

(PAGE 30-31)



## DROPTILE MAX

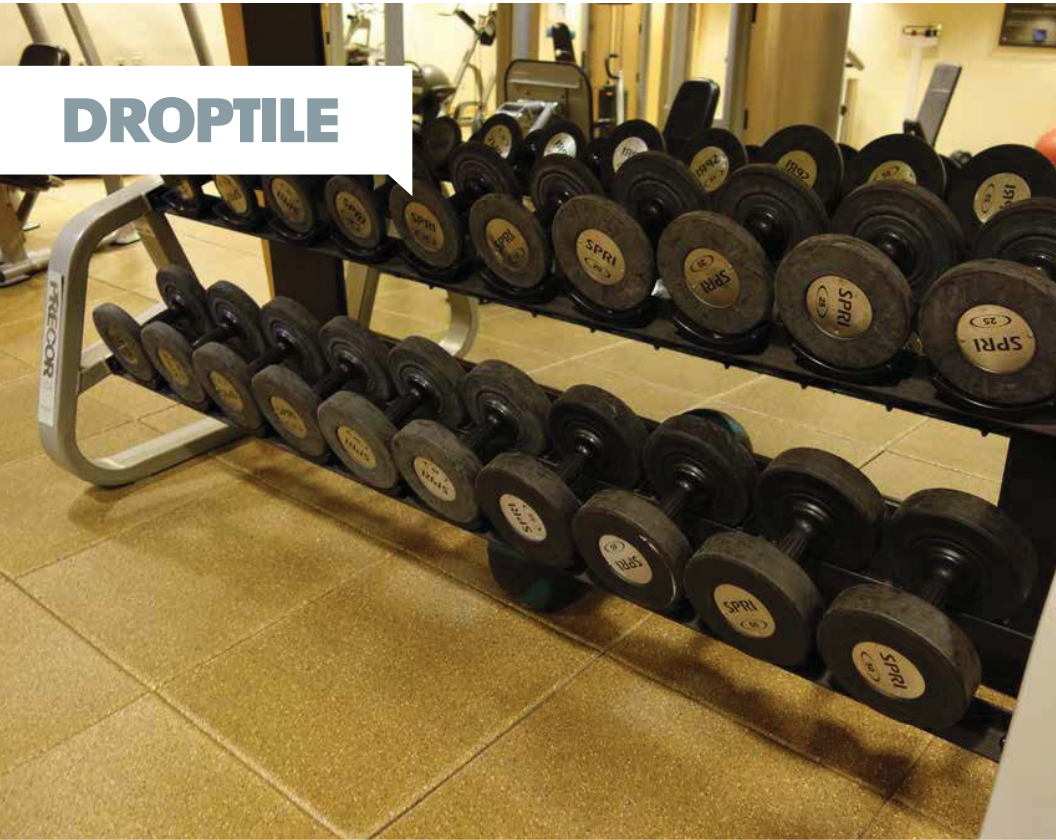
(PAGE 32-33)



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We pride ourselves on transforming reclaimed materials into unique performance surfacing. Tarkett Sports knows how to make recycled rubber perform better and adapt it for new uses. With the Vulcanized Composition Rubber, Tarkett Sports Indoor creates a whole new flooring category of truly sustainable products.

# DROPTILE



**15 YEAR**  
PRODUCT WARRANTY

**DROPTILE** is a one-inch thick tile that provides supreme durability and maximum vibration absorption. It provides the perfect level of support for weights and equipment without showing signs of wear. The elevated profile of Droptile's subsurface allows wires and cables to be fully integrated beneath the surface, preventing cable clutter. These 24" x 24" x 1" rubber floor tiles lock together using our Quad Blok system.

## FORMAT OPTIONS



**STRAIGHT EDGE TILES**  
1" x 24" (61cm) x 24" (61cm)

## APPLICATIONS



STRENGTH  
EQUIPMENT



LIGHT  
WEIGHTS



MODERATE  
WEIGHTS



EXTREME  
WEIGHTS

## COLOR SELECTION

Droptile comes with **16 color options**, which makes it easy to create unique gym flooring or match the colors of a school or team.

## BENEFITS

### HEALTHIER INDOOR AIR QUALITY

Droptile is FloorScore® certified by SCS Global Services. This certification indicates exceptionally low VOC emissions.

### NO "CABLE CLUTTER"

The elevated subsurface of Droptile rubber floor tiles allows cables and wires to be incorporated underneath the surface, reducing tripping hazards and "cable clutter."

### ADDED COMFORT AND REDUCED VIBRATION

Droptile's one-inch thick surface reduces vibrations caused by the impact of weights while improving comfort under foot.

### QUAD BLOK CONNECTOR SYSTEM

Each Droptile is connected using a Quad Blok connector system, fastening each tile together. Since Droptile has a 1" thickness, reducers are used on the edges of the installation to transition to lower profile areas. Glue is used to provide adhesion from the Blok to the tile.

### TARKETT SPORTS WARRANTY PROTECTION

The quality and performance of Droptile is protected by Tarkett Sports with a comprehensive 15-year warranty.

# DROPZONE SPECKLE



**3 YEAR**  
PRODUCT WARRANTY

**DROPZONE SPECKLE** offers the same weight room flooring protection as Tarkett Sports' Dropzone with the addition of color. Blending recycled rubber with colored EPDM rubber chips, Dropzone Speckle offers a wide variety of color options. No matter the format you choose, the surface appearance of Dropzone Speckle hides seams, creating the look of continuous rubber flooring.

## FORMAT OPTIONS

Roll goods are available in 6mm and 8 mm thicknesses. Straight edge tiles and interlocking tiles are available in an 8 mm thickness.



### ROLLS

6mm x 48" (1.2m)  
8mm x 48" (1.2m)



### STRAIGHT EDGE TILES

8mm x 24" (61cm) x 24" (61cm)

*\*Must be purchased in full cylinder increments.*



### INTERLOCKING TILES

8mm x 23" (58cm) x 23" (58cm)

## APPLICATIONS



CARDIO



LIGHT WEIGHTS



ICE RINKS



STRENGTH EQUIPMENT

## BENEFITS

### SPORTS PERFORMANCE

Dropzone embodies the characteristics that make quality weight room flooring:

- Excellent tensile strength (200 psi – ASTM D412)
- Static load tolerance (400 psi – ASTM F970) impact insulation (54 – ASTM E492)
- Sound transmission (54 – ASTM E413).

### HEALTHIER INDOOR AIR QUALITY

Dropzone Speckle is FloorScore® certified by SCS Global Services. This certification indicate exceptionally low VOC emissions.

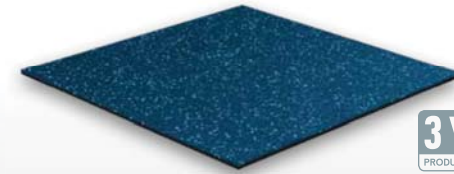
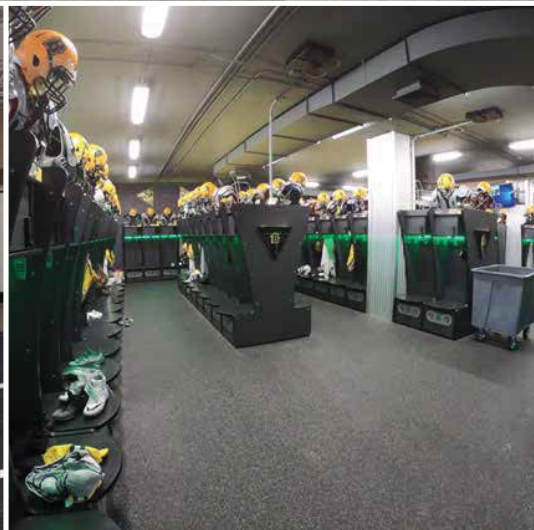
### TARKETT SPORTS WARRANTY PROTECTION

Tarkett Sports guarantees the quality and performance of Dropzone Speckle with a comprehensive 3-year warranty.

## COLOR SELECTION

Dropzone Speckle comes with **23 color options**, which makes it easy to create unique gym flooring or match the colors of a school or team.

# DROPZONE COMFORT



**3 YEAR**  
PRODUCT WARRANTY

**DROPZONE COMFORT** is a premium fitness flooring option with performance characteristics that are ideal for exercise areas, noncompetitive walking/jogging tracks, and weight rooms. It has shock absorption properties that are uncommon among flooring designed for fitness and weight room applications. This helps reduce strain on lower extremities and increases the level of comfort for the user. Dropzone Comfort also has excellent resistance to color fading and wear, making it a durable surface that can withstand heavy traffic.

## FORMAT OPTIONS



**ROLLS**  
14.5mm (2.5mm+12mm) x 48" (1.2m)  
10.5mm (2.5mm+8mm) x 48" (1.2m)

## APPLICATIONS 14.5mm



CARDIO



LIGHT WEIGHTS



MODERATE WEIGHTS



EXTREME FUNCTIONAL TRAINING



TRACK



STRENGTH EQUIPMENT



FUNCTIONAL TRAINING

## APPLICATIONS 10.5mm



CARDIO



LIGHT WEIGHTS



MODERATE WEIGHTS



EXTREME WEIGHTS

## BENEFITS

### SPORTS PERFORMANCE

Dropzone Comfort has some unique performance properties compared to other recycled rubber floors. It has shock absorption values that provides excellent comfort and reduces strain on lower extremities.

### RECYCLED CONTENT

Dropzone Comfort contains between 67% and 90% recycled content depending on color, most of which is post-consumer materials such as used automobile tires.

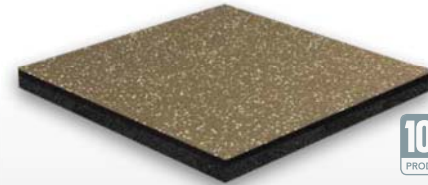
### TARKETT SPORTS WARRANTY PROTECTION

Tarkett Sports guarantees the quality and performance of Dropzone Comfort with a comprehensive 3-year warranty.

## COLOR SELECTION

Dropzone Comfort comes with **13 color options**, which makes it easy to create unique gym flooring or match the colors of a school or team.

# DROPZONE ELITE



**10 YEAR**  
PRODUCT WARRANTY

**DROPZONE ELITE** is an optimal weight room flooring option that provides extreme comfort and safety. This system features a 10.5mm Dropzone Comfort field united to a 12 mm cushion. The resulting double durometer system combines the durability and firm footing desired in strength training with the ergonomic demands of aggressive functional training in one surface.

## FORMAT OPTIONS



**ROLLS**  
22.5mm x 48" (1.2m)

## APPLICATIONS



CARDIO



LIGHT  
WEIGHTS



MODERATE  
WEIGHTS



EXTREME  
WEIGHTS



STRENGTH  
EQUIPMENT



FUNCTIONAL  
TRAINING



EXTREME  
FUNCTIONAL  
TRAINING

## BENEFITS

### SPORTS PERFORMANCE

Dropzone Elite has some unique performance properties compared to other recycled rubber floors. It has shock absorption values that provides excellent comfort and reduces strain on lower extremities but also combines the durability and firm footing desired in strength training with the ergonomic demands of aggressive functional training in one surface.

### RECYCLED CONTENT

Dropzone Comfort contains between 82% and 90% recycled content depending on color, most of which is post-consumer materials such as used automobile tires.

### TARKETT SPORTS WARRANTY PROTECTION

Tarkett Sports guarantees the quality and performance of Dropzone Elite with a comprehensive 3-year warranty.

## COLOR SELECTION

Dropzone Comfort comes with **13 color options**, which makes it easy to create unique gym flooring or match the colors of a school or team.

# DROPTILE MAX



**5 YEAR**  
PRODUCT WARRANTY

**DROPTILE MAX** is a unique rubber floor that is perfect for accommodating heavy exercise equipment and weights. These 2-foot by 2-foot by 2.5-inch molded tiles lock together using our Quad Blok system. Droptile Max's unique elevated subsurface also provides space for wiring and cables, which helps prevent a cluttered exercise environment.

## FORMAT OPTIONS



**STRAIGHT EDGE TILES**  
2.5" x 24" (61cm) x 24" (61cm)

## APPLICATIONS



STRENGTH  
EQUIPMENT



LIGHT  
WEIGHTS



MODERATE  
WEIGHTS



EXTREME  
WEIGHTS

## COLOR SELECTION

Droptile Max comes with **17 color options**, which makes it easy to create unique gym flooring or match the colors of a school or team.

## BENEFITS

### HEALTHIER INDOOR AIR QUALITY

Droptile Max is FloorScore® certified by SCS Global Services. This certification indicates exceptionally low VOC emissions.

### NO "CABLE CLUTTER"

The elevated subsurface of Droptile Max rubber floor tiles allows cables and wires to be incorporated underneath the surface, reducing tripping hazards and "cable clutter."

### ADDED COMFORT AND REDUCED VIBRATION

Droptile Max's 2.5 inch thick surface mitigates the shock and sound resulting from weights being released onto its surface by absorbing impact.

### QUAD BLOK CONNECTOR SYSTEM

Each Droptile Max is connected using a Quad Blok connector system, fastening each tile together. Since Droptile Max has a 2.5" thickness, reducers are used on the edges of the installation to transition to lower profile areas. Glue is used to provide adhesion from the Blok to the tile.

### TARKETT SPORTS WARRANTY PROTECTION

The quality and performance of Droptile Max is protected by Tarkett Sports with a comprehensive 15-year warranty.

# TURF DROPZONE PRODUCT



## DROPTURF

(PAGE 36-37)



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DropTurf is a durable product that has been designed and engineered in the USA for indoor use. Applications include: CrossFit, functional training and extreme functional training and much more.



# DROPTURF



**DROPTURF** features a 40 oz. textured polyethylene that offers excellent ball roll. DropTurf provides a much less abrasive surface than nylon or polypropylene and provides superior wear resistance. DropTurf is 19 mm thick, combining the 14 mm polyethylene turf with a 5 mm foam backing, providing superior safety and performance. Thicker backing options are available via custom order.

## FORMAT OPTIONS



**ROLLS**  
15' wide, custom length

## APPLICATIONS



TURF/FIELDS



FUNCTIONAL TRAINING



EXTREME FUNCTIONAL TRAINING



## BENEFITS

### IDEAL FOR VARIOUS APPLICATIONS

DropTurf is ideal for indoor soccer, specialty sports training facilities, CrossFit centers, and more.

### ACCOMMODATES A LARGER NUMBER OF SPORTS AND ACTIVITIES

It comes standard in a blend color, in 15 foot widths and a 5mm foam backing

### CUSTOM DESIGN POSSIBILITIES

Our exclusive water jet cutting system smoothly cuts some of the world's most sophisticated and beautiful turf designs. The end result is unrivaled detail, large color palettes, and the capability to create complex projects.

### TARKETT SPORTS WARRANTY PROTECTION

The quality and performance of DropTurf is protected by Tarkett Sports with a comprehensive 8-year warranty.

## COLOR SELECTION

DropTurf comes with **12 color options**, which makes it easy to create unique indoor designs or match the colors of a school or team. Other colors are available via custom order.



**TEAM UP WITH  
DROPZONE  
TO BRING  
YOUR GAME  
TO ANOTHER  
LEVEL**



mindful  
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## Proposed Goods

Sports and Multipurpose flooring (indoor+outdoor)

All products available by each link below to include: vinyl, rubber, hardwood, linoleum, pad&

[www.zochellc.net](http://www.zochellc.net)

[www.tarkettsportsindoor.com](http://www.tarkettsportsindoor.com)

[www.usrubber.com](http://www.usrubber.com)

[www.dinoflex.com](http://www.dinoflex.com)