

TIPS VENDOR AGREEMENT (JOC)

Between Brock USA and
(Company Name)

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

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

General Information

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

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

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

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

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

Freight

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

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

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

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act

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

Other Wage Rates

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

Tax exempt status

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

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements

The Agreement with TIPS is for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

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

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

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

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

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

Participation Fees and Reporting of Sales to TIPS by Vendor

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

Reporting of Sales to TIPS by Vendor

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

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as

ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

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

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

Form of Agreement and Reporting

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

amount of the contract and any change orders.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Smoking

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

Marketing

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

by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

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

Bonding

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

Professional Engineering and Architect's Services

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

Scope of Services

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

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Status of TIPS Members as Related to This Agreement

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

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

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region

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

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

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

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

TIPS Vendor Agreement Signature Form

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

Company Name Brock USA

Address 3090 Sterling Circle, Suite 102

City Boulder State CO Zip 80301

Phone 303-544-5800 Fax NA

Email of Authorized Representative jtrull@brockusa.com

Name of Authorized Representative Julie Trull

Title Marketing Manager

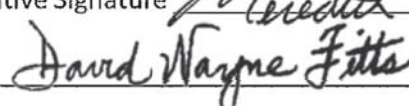
Signature of Authorized Representative 

Date 2/13/2020

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 Brock USA 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

Brock USA Information

Contact: Julie Trull
Address: 3090 Sterling Circle
Suite 102
Boulder, CO 80301
Phone: (303) 544-5800
Email: jtrull@brockusa.com

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

Julie Trull
Signature

jtrull@brockusa.com
Email

Submitted at 2/27/2020 1:31:56 PM

Requested Attachments

Vendor Agreement part 1

200205_Vendor_Agreement_PART_ONE_ONLY.pdf

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

Agreement Signature Form part 1

200205_Agreement_Signature_Form__PART_ONE_ONLY.pdf

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

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

Vendor Agreement Part 2

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

200205_Agreement_Signature_Form__PART_2_ONLY.pdf

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

Part 1 Pricing Spreadsheet #1

200205_Pricing_form_1_PART_ONE_ONLY.xlsx

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

Part 1 Pricing Spreadsheet #2

200205_Pricing_form_2_PART_ONE_ONLY.xlsx

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

Part 2 Pricing Sheet JOC

200205_PART_2__JOC_RS_MEANS__pricing_form.pdf

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

DO NOT UPLOAD encrypted or password protected files.

References

Reference_Form_-_JOC_Part_2.xlsx

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 and Services.pdf

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

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

Reseller_Dealers_Sheet.xlsx

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

D/M/WBE Certification OPTIONAL

No response

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

DO NOT UPLOAD encrypted or password protected files.

Warranty

Brock Product Warranties.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary.pdf

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

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

Brock PowerBase C2C Certificate 2017-2019.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Brock-Logo-2019.jpg

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

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

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	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <input data-bbox="110 149 1555 191" type="text" value="Rocky Mountain Region Vice President & Marketing Manager"/>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <input data-bbox="110 306 1555 348" type="text" value="jtrull@brockusa.com"/>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input data-bbox="110 501 1555 543" type="text" value="303-544-5800"/>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input data-bbox="110 699 1555 741" type="text" value="No response"/>
11	<p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input data-bbox="110 896 1555 938" type="text" value="No response"/>
12	<p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <input data-bbox="110 1052 1555 1094" type="text" value="Dan Sawyer"/>
13	<p>Secondary Contact Title</p> <p>Secondary Contact Title</p> <input data-bbox="110 1207 1555 1249" type="text" value="Founder and CEO"/>
14	<p>Secondary Contact Email</p> <p>Secondary Contact Email</p> <input data-bbox="110 1365 1555 1407" type="text" value="dsawyer@brockusa.com"/>
15	<p>Secondary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input data-bbox="110 1560 1555 1602" type="text" value="303-544-5800"/>
16	<p>Secondary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input data-bbox="110 1757 1555 1799" type="text" value="No response"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Dan Santino"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="dsantino@brockusa.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="303-544-5800"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Julie Teller"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="jteller@brockusa.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="303-544-5800"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.BrockUSA.com"/>
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25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="3090 Sterling Circle, Suite 102"/>
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27	Primary Address City Primary Address City <input type="text" value="Boulder"/>
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28	Primary Address State
	Primary Address State (2 Digit Abbreviation)
<input type="text" value="CO"/>	

29	Primary Address Zip
	Primary Address Zip
<input type="text" value="80301"/>	

30	Search Words:
	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)
<input type="text" value="shock pads, infill, YSR, SP14, SP17, SP20, PRO, PowerBase, BrockFILL, wood infill, Brock USA, synthetic turf"/>	

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

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

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

3 4	Company Residence (State) Vendor's principal place of business is in the state of? <input type="text" value="Colorado"/>
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3 5	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. <input type="text" value="0%"/>
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3 6	TIPS administration fee By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.
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3 7	Yes - No Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. <input type="text" value="Agreed"/>
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3 8	Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? <input type="text" value="Yes"/>
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3 9	Years experience in this category of goods or services. Company years experience in this category of goods or services? <input type="text" value="22"/>
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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**

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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 **2 CFR PART 200 Contract Provisions Explanation**

1

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 CFR PART 200 Contracts**

2

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 **2 CFR PART 200 Termination**

3

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

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

Does vendor agree?

5 4 2 CFR PART 200 Clean Air Act

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

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

Does vendor agree?

5 5 2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

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

Does vendor agree?

5 6 2 CFR PART 200 Federal Rule

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

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

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

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

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

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

5 **Certification Regarding Lobbying**

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

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

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

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

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

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

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

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

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

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

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

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

67 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?

68 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?

69 Alternative Dispute Resolution Explanation of No Answer

70 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?

71 Infringement(s) Explanation of No Answer

72 Acts or Omissions

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

Do you agree to these terms?

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

7
4 **Contract Governance**

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

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

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

7 Insurance and Fingerprint Requirements Information

6 Insurance

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

Fingerprint

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

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

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

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

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

None

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

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

7 **Texas Government Code 2270 Verification Form**

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

The relevant section addressed by this form reads as follows:

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

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686

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

AND

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

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

YES

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).

No response

8 8 Required Confidentiality Claim Form

Required Confidentiality Claim Form

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

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

rick.powell@tips-usa.com

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.

TIPS RFP # _____

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.

Brock USA

Name of company

Mark Buckley, CFO and VP of Administration

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

3090 Sterling Circle, Suite 102 Boulder CO 80301 303-544-5800

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

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

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

Signature _____ Date _____

OR -----

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

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

Signature Mark Buckley Date 2/21/20



February 20, 2020

Re: Brock USA, Boulder, CO
Bonding Prequalification

To Whom It May Concern:

We represent Brock USA on matters involving surety bonding. Throughout our relationship with the company and its principals, they have earned a well-deserved reputation for successful completion of projects in a very workmanlike manner.

North American Specialty Insurance Company (Swiss Re), an A+ rated, U.S. Treasury listed Surety Company is willing to support bonds for Brock USA in the \$2,500,000 single range with an aggregate of \$8,000,000. Should the appropriate opportunity arise, we would also gladly consider larger requests.

Keep in mind that formal approval of any bond is conditioned upon factors specific to the project, contract, financial position of the company at the time of need and other underwriting conditions, so this letter should not be construed as a formal commitment to provide bonds at this time.

We hold Brock USA and its principals in the highest regard and urge you to extend every possible consideration to their proposal. I would gladly respond to any further inquiry you may have.

Sincerely,

North American Specialty Insurance Company

A handwritten signature in blue ink, appearing to read 'Jessica Jean Rini'.

Jessica Jean Rini

Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, TERRI L. REESE, VICKIE GOLBIC, ROBERT CHARLES TORRES, CHRISTINA L TOWNSEND, ASHLEY K. ANDERSON, MARY ANN EURICH, JENNIFER J. WALKER, BARBARA J. ARNOLD, RUTH ANNE LINDSAY, JESSICA JEAN RINI, NIKKI M. MOSBRUCKER, AND LYNN CHRISTINE BOSMAN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation
By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2ND day of JANUARY, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook
On this 2ND day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of February, 2020.

LICENSED MARKS:



Cradle to Cradle Certified™ Bronze

THE LICENSED MARKS IDENTIFIED ABOVE MAY BE LICENSED TO:

Brock International

FOR THE BELOW LISTED CERTIFIED PRODUCTS ASSOCIATED WITH THE NAME:

PowerBase™ and PowerBase YSR™ Expanded Polypropylene Underlayment Panels

Cradle to Cradle Products Innovation Institute

Only the following products are considered Certified Product(s) within the scope of this certification and the associated Trademark License Agreement:

PowerBase™, PowerBase YSR™

CERTIFICATION #	3258
ISSUE DATE	21 September 2017
EXPIRATION DATE	20 September 2019

LEAD ASSESSMENT BODY:
MBDC

CRADLE TO CRADLE
PRODUCTS
I N N O V A T I O N
I N S T I T U T E

Certified under Version 3.1 of the Cradle to Cradle Certified™ Product Standard
Use of Licensed Marks is subject to terms and conditions of the C2CPII Trademark License Agreement and Trademark Use Guidelines.
Cradle to Cradle Certified™ is a certification mark licensed by the Cradle to Cradle Products Innovation Institute



**Brock PowerBase PLAY Limited
Product and Performance
Warranty**

1. Limited Warranties. Subject to the terms and conditions of this Limited Warranty, Brock International LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which Brock PowerBase PLAY panels (previously called PLAYBASE) ("Panels") have been installed that, for a period of ten (10) years from date of purchase (the "Warranty Period"), the Panels shall: (1) be comprised of an expanded polypropylene composite material with a minimum 30 grams per liter density; (2) be free from defects in materials and workmanship; (3) not materially degrade under normal use as an underlayment for playground surfaces; and (4) be part of a turf system that will maintain the original critical fall height as established according to ASTM1292. (collectively, the "Limited Warranties").

2. Warranty Claim Process. In the event the Panels fail to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after its first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Panels (in place as originally installed) prior to modifying or altering the Panels in any manner.

3. Exclusions. Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover, (for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the Panels strictly in accordance with Brock's Installation Standards and Manufacturer's Standards. (2) improper handling, use or protection of Panels, including, but not limited to, imposition of excessive static loads (in excess of 25 PSI for a period greater than 30 minutes) or dynamic loads (impact in excess of 80 PSI) or breaking or improper cutting of Panels; (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors and other drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any permanent depression of the surface of the Panels which is less than 6 mm in depth; (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the Panels are installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system, including any infill; (9) cumulative exposure of the Panels to sunlight or other source of Ultraviolet light for more than ten (10) calendar days; (10) contamination of the infill with sand, dirt, or other substances; (11) failure to install and maintain the Panels with a minimum depth of 17mm (5/8") of infill including a minimum 50% by weight of a resilient material in the turf system ; (collectively, the "Exclusions").

4. Remedy. As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties or Panels, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner new Panels to replace the non-conforming Panels. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative can be present as the time of the turf replacement to inspect Brock panels.

5. Limitation of Liability. OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY PANELS OR THIS LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE PANELS, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING PANELS.

The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for the Panels, factored into the pricing of the panels, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

6. Disclaimer of Warranties. THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

7. General Terms. This Limited Warranty: (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in a writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the Panels; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.





**Brock PowerBase PRO
Limited Product and Performance
Warranty**

1. Limited Warranties. Subject to the terms and conditions of this Limited Warranty, Brock International LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which Brock PowerBasePRO panels ("Panels") have been installed that, for a period of twenty five (25) years from date of purchase (the "Warranty Period"), the Panels shall: (1) be comprised of an expanded polypropylene composite material with a minimum 48 grams per liter density; (2) be free from defects in materials and workmanship; (3) not materially degrade under normal use as an underlayment for artificial turf sports surfaces; and (4) be part of a turf system that will not exceed a field average GMax of 120 G's (the "GMax Warranty") as tested according to the ASTM 1936 Protocol using the F-335-A Missile with test conditions above 40° F with field free of any frost or contaminants, provided the original turf initially installed over the Panels has never been replaced (collectively, the "Limited Warranties").

2. Warranty Claim Process. In the event the Panels fail to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after its first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Panels (in place as originally installed) prior to modifying or altering the Panels in any manner.

3. Exclusions. Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover, (for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the Panels strictly in accordance with Brock's Installation Standards and Manufacturer's Standards, (2) improper handling, use or protection of Panels, including, but not limited to, imposition of excessive static loads (in excess of 35 PSI for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 PSI) or breaking or improper cutting of Panels; (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors and other drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any permanent depression of the surface of the Panels which is less than 6 mm in depth; (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the Panels are installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system, including any infill; (9) cumulative exposure of the Panels to sunlight or other source of Ultraviolet light for more than ten (10) calendar days; (10) contamination of the infill with sand, dirt, or other substances; (11) failure to install and maintain the Panels with a minimum depth of 17mm (5/8") of infill in the turf system; and (12) as to the GMax Warranty, any Claim occurring after the original turf that was initially installed over the Panels has been replaced (collectively, the "Exclusions").

4. Remedy. As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties or Panels, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner and install new Panels to replace the non-conforming Panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area. Brock shall have discretion as to whether to repair or make replacement of the artificial turf and infill. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative can be present as the time of the turf replacement to inspect Brock panels.

5. Limitation of Liability. OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY PANELS OR THIS LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE PANELS, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING PANELS. The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for the Panels, factored into the pricing of the panels, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

6. Disclaimer of Warranties. THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

7. General Terms. This Limited Warranty: (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in a writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the Panels; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.



**Brock PowerBase YSR
Limited Product and Performance
Warranty**

1. Limited Warranties. Subject to the terms and conditions of this Limited Warranty, Brock International LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which Brock PowerBase YSR panels ("Panels") have been installed that, for a period of twenty five (25) years from date of purchase (the "Warranty Period"), the Panels shall: (1) be comprised of an expanded polypropylene composite material with a minimum 43 grams per liter density; (2) be free from defects in materials and workmanship; (3) not materially degrade under normal use as an underlayment for artificial turf sports surfaces; (4) be part of a turf system that will not exceed a field average GMax of 120 G's as tested according to the ASTM 1936 Standard Specification using the F-335-A Missile with test conditions above 40° F with field free of any frost or contaminants, provided the original turf initially installed over the Panels has never been replaced (the "GMax Guarantee"); (5) be part of an artificial turf surface system that upon initial installation will not exceed a field average Head Injury Criterion result of 700 from a 1.3 meter drop height as tested according to the ASTM F355-16 standard missile E. The field average is defined as the overall average of the prescribed field test locations according to the ASTM F1936-10 specification with test conditions above 40° F with field free of any frost or contaminants, provided the original turf initially installed over the Panels has never been replaced (The "HIC Guarantee") ; collectively, the "Limited Warranties").

2. Warranty Claim Process. In the event the Panels fail to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after it first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Panels (in place as originally installed) prior to modifying or altering the Panels in any manner.

3. Exclusions. Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover,(for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the Panels strictly in accordance with Brock's Installation Standards and Manufacturer's Standards. (2) improper handling, use or protection of Panels, including, but not limited to, imposition of excessive static loads (in excess of 35 PSI for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 PSI) or breaking or improper cutting of Panels; (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors and other drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any permanent depression of the surface of the Panels which is less than 6 mm in depth; (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the Panels are installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system, including any infill; (9) exposure of the Panels to sunlight or other source of Ultraviolet light for more than seven consecutive calendar days; or more than 21 cumulative days over the life of the Panels; (10) contamination of the infill with sand, dirt, or other substances; (11) As to the GMax Guarantee, failure to install and maintain the Panels with a minimum depth of 17mm (5/8") of infill in the turf system; (12) as to the HIC Guarantee, failure to install and maintain a minimum infill depth of 25.4mm (1") of infill; (13) As to the GMax and HIC Guarantees, any Claim occurring after the original turf that was initially installed after the panels has been replaced, except that prior to each turf/infill replacement during the warranty period, if the owner requests prior to turf/infill replacement in writing and allows for Brock to inspect the panels and approve the replacement turf /infill system, Brock may, at Brock's sole discretion, agree in writing to extend the Gmax and HIC guarantees for the replacement turf/infill life cycle but in any case no longer than the original warranty term; collectively, the "Exclusions").

4. Remedy. As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties or Panels, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner and install new Panels to replace the non-conforming Panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area. Brock shall have discretion as to whether to repair or make replacement of the artificial turf and infill. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative can be present as the time of the turf replacement to inspect Brock panels.

5. Limitation of Liability. OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY PANELS OR THIS LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE PANELS, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING PANELS. The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for the Panels, factored into the pricing of the panels, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

6. Disclaimer of Warranties. THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

7. General Terms. This Limited Warranty: (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in a writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the Panels; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.



**Brock Shock Pad Series
Limited Product and Performance
Warranty**

1. Limited Warranties. Subject to the terms and conditions of this Limited Warranty, Brock International LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which Brock Shock Pad Series panels, (SP products \geq 14mm in thickness), ("Panels") have been installed that, for a period of sixteen (16) years from date of purchase (the "Warranty Period"), the Panels shall: (1) be comprised of an expanded polypropylene/polyurethane composite material with a minimum 48 grams per liter density; (2) be free from defects in materials and workmanship; (3) not materially degrade under normal use as an underlayment for artificial turf sports surfaces, (4) be part of a turf system that will not exceed a field average GMax of 135 G's (the "GMax Warranty") as tested according to the ASTM 1936 Protocol using the F-335-A Missile with test conditions above 40° F with field free of any frost or contaminants, provided the original turf initially installed over the Panels has never been replaced (collectively, the "Limited Warranties").

2. Warranty Claim Process. In the event the Panels fail to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after its first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Panels (in place as originally installed) prior to modifying or altering the Panels in any manner.

3. Exclusions. Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover, (for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the Panels strictly in accordance with Brock's Installation Standards and Manufacturer's Standards; (2) improper handling, use or protection of Panels, including, but not limited to, imposition of excessive static loads (in excess of 35 PSI for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 PSI) or breaking or improper cutting of Panels; (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any permanent depression of the surface of the Panels which is less than 7 mm in depth; (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the Panels are installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system, including any infill; (9) cumulative exposure of the Panels to sunlight or other source of Ultraviolet light for more than ten (10) calendar days; (10) contamination of the infill with sand, dirt, or other substances; and (11) failure to install and maintain the Panels with a minimum depth of 25 mm of infill in the turf system; and (12) as to the GMax Warranty, any Claim occurring after the original turf that was initially installed over the Panels has been replaced (collectively, the "Exclusions")

4. **Remedy.** As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties or Panels, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner and install new Panels to replace the non-conforming Panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area. Brock shall have discretion as to whether to repair or make replacement of the artificial turf and infill. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative can be present as the time of the turf replacement to inspect Brock panels.

5. **Limitation of Liability.** OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY PANELS OR THIS LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE PANELS, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING PANELS. The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for the Panels, factored into the pricing of the panels, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

6. **Disclaimer of Warranties.** THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

7. **General Terms.** This Limited Warranty: (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in a writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the Panels; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.



Limited Product & Performance Warranty



1. Limited Warranties. Subject to the terms and conditions of this Limited Warranty, Brock USA LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which BrockFill® ("Infill") has been installed that, for a period of ten (10) years from date of purchase (the "Warranty Period"), the BrockFill® material shall: (1) be comprised of virgin natural pine wood grown and manufactured in the USA; (2) Be free of pesticides and heavy metals, and processed in a way that destroys all mold, mildew, bacteria, insects and fungus and naturally inhibits the growth of new mold, mildew, bacteria, insects and fungus on the surface. (3) maintain a vertical drainage rate that exceeds that of the artificial turf when tested alone according to test method ASTM 1551. (4) Not materially degrade as an infill such that a maximum of 20% of the material will pass through a .5mm screen when tested according to BS EN 933-1:2012; (5) if used over PowerBase YSR be part of a turf system that will meet the critical fall heights and G-Max guarantee defined in the PowerBase YSR warranty. (collectively, the "Limited Warranties").(6) if used over Series SP17 or SP20 be part of a turf system that will meet the G-Max guarantee defined in the Series SP warranty. (collectively, the "Limited Warranties").

If the Brock System including BrockFill® and a Brock Shock pad (PowerBase YSR or Shock pad series SP17 or SP20) is installed under artificial turf with a minimum pile height of 40mm (1.5") and complies with BrockFILL infill guidelines, Brock USA guarantees the field will meet One Turf Concept field average performance parameters for existing fields for Shock Absorption, Vertical Deformation, Head Injury Criteria, and Rotational Resistance (collectively the "Standard") at the time of installation. If the test measurements fall outside the Standard within 60 days of field completion, Brock hereby guarantees to bring the field into compliance including materials and labor required to do so.

2. Warranty Claim Process. In the event the Infill fails to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after it first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Infill (in place as originally installed) prior to modifying or altering the Infill in any manner.

3. Exclusions. Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover, (for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the BrockFill® strictly in accordance with Brock's Installation Standards and Manufacturer's Standards. (2) improper handling, use or protection of BrockFill®, including, but not limited to, exposure to open flame or imposition of hazardous chemicals, (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors and other drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any size degradation such that less than 20% of the original average particle size passes a .5mm screen, determined by sieve analysis according to BSEN 933-1:2012, (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the BrockFill® is installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system. (9) contamination of the BrockFill® with, dirt, or other substances; (10) failure to install the BrockFill® according to Brock guidelines and maintain your field according to turf manufacturers instructions; (collectively, the "Exclusions").

4. Remedy. As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties for BrockFill®, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner new BrockFill® to replace the non-conforming BrockFill® at no charge and pay costs directly incurred for new BrockFill® installation. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative has the option to be present as the time of the turf replacement to inspect BrockFill®.

5. Limitation of Liability. OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY INFILL OR LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING

WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE BROCKFILL®, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING BROCKFILL®.

The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for BrockFill®, factored into the pricing of the BrockFill®, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

6. Disclaimer of Warranties. THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

7. General Terms. This Limited Warranty: (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the BrockFill®; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.

Proposed Goods and Services

Brock Shock Pad Products Overview

With increased awareness and frequency of sports-related head injuries, the safety of all athletes from children to the pros has become a priority for field designers, owners, and especially parents and coaches. Brock has engineered each of their shock absorbing system solutions specifically to reduce the impact force when a player strikes the field surface. That same engineering also produces a stiff surface for running. Helping protect the brain from impact injury and lessening soft tissue joint injuries is crucial, and that protection starts at the turf level. The solution to this combination of objectives is well known as the “Play Hard, Land Soft” Brock concept.

We have engineered and manufacture two underlayment product lines for artificial turf athletic fields; Brock PowerBase and the Brock Shock Pad Series. Each of these patented technologies offer the most advanced impact profile of any other material or product in the artificial turf industry. All Brock raw materials and products are manufactured (and closed-loop recycled) in the U.S.A. in a vertically-integrated ISO-certified facility.

All Brock systems consist of interlocking panel systems that install quickly, precisely, and without the need for tapes, glues or other assembly procedures. Brock systems are installed directly beneath artificial turf to create safe, firm playing surfaces that mimic natural turf. We have enclosed research data that substantiate this claim.

PowerBase YSR (Youth Safety Research)

PowerBase YSR is based on the concept of scaling the surface properties to athlete body size. As compared to the PowerBase PRO system, PowerBase YSR has been tuned for youth athletes to maximize safety, but at the same time maintain surface stiffens for a specific body weight range. Based on research provided by Biomechanica, the force deflection curve of the YSR has been engineered through a combination of geometrical design, material thickness and material density to achieve optimal safety and stiffness for youth athletes. This "adjustment" to the system allows us to create a surface that is of

equal stiffness and safety for a young athlete as compared to a system with the PowerBase PRO for a large adult athlete.

For young adults reducing impact forces associated with head injuries is especially important, since the human brain is not fully developed until age 25. Young brains lack the myelination that strengthens the nerve cells and helps protect against mild traumatic brain injuries. Combined with weaker necks, a lower skill level, and the cumulative effect of sub concussive head impacts, protecting the young brain from surface impacts is even more important than doing so in adults.

PowerBase PRO

The Biomechanica study also showed that an increase in density and more robust geometry with same material would provide an optimal combination of stiffness and safety for large adult athletes such as NCAA Division I and the NFL. Every detail of Brock PowerBase PRO is engineered for the players that impact it. The geometry, thickness, and density have been precisely tuned for elite level athletes who put greater stresses on the field than their smaller lighter counterparts. Fields built with PowerBase PRO reduce the ground forces for ankles and knees as well as heads without making the field soft.

We therefore offer the PowerBase YSR system that is scaled specifically for youth athletes and the PowerBase PRO systems that are scaled for large collegiate and professional athletes.

Upon request we are happy to share the Biomechanica feasibility study that was used as the basis of our research and product development.

PowerBase Systems:

Material: molded ARPRO™ EPP

Format: Interlocking panels

Thickness: 25mm

Coverage: 24.15 sq. ft.

Warranty: 25 Years

Shock Pad Series

Using the same expanded polypropylene (EPP) material used to form the PowerBase system panels, Brock developed and patented a porous foam technology to create a high performance shock pad material. The Brock Shock Pad Series is available in several thicknesses, from 14mm to 20mm, allowing the field engineer to tune a turf/pad surface system for optimal safety and performance. The Brock Shock Pad Series out-performs any other shock pad product on the market at comparable thicknesses. In fact, the Brock Shock Pad Series out-performs other shock pad materials and products at greater thicknesses thanks to the unique ability of our technology to absorb impact energy while providing a firm running surface.

Shock Pad Series:

Material: ARPRO™ EPP Composite

Format: Interlocking panels

Thickness: 14-20mm

Coverage: 21 sq. ft.

Warranty: 16 Years

PlayBase

In 2009 Brock introduced PlayBase, the only complete base system for artificial turf that has been designed and engineered specifically to maximize safety for artificial turf playgrounds. Each PlayBase panel is individually manufactured and inspected for quality. Each feature of PlayBase panel optimizes function for predictable safety, drainage, turf stability and precise fit. PlayBase out-performs all other shock absorbing products on the market at comparable thicknesses. A single layer of PlayBase can produce artificial turf surface systems with critical fall heights up to 8'. A two-layer system of PlayBase with artificial turf can produce a surface with up to a 13' critical fall height. Play Base is multi-functional component of the base design incorporating a complete vertical and lateral drainage system and insulates from frost penetration. Play Base can be installed on permeable or impermeable base constructions.

PlayBase:

Material: Molded ARPRO™ EPP

Format: Interlocking panels

Thickness: 50mm

Coverage: 16.88 sq. ft.

Warranty: 10 Years

Brock Infill Product Overview

As an innovative leader in shock pads, Brock USA has now revolutionized infill technology for artificial turf athletic fields in the creation of BrockFILL. By taking an athlete-first approach to research and development, Brock moves the industry towards creating the highest performing, safest, and most sustainable playing environment for athletes at all levels of competition. BrockFILL passes durability, traction, splash, abrasion, and player safety testing with flying colors and not to mention it cools the temperature of the field without the requirement of irrigation. This 100% natural infill will never see a landfill. If we protect the player, we can protect the game.... And our environment.

BrockFILL:

Material: Southeastern Pine Wood Particles

Coverage: 1-1.2 lbs per square foot

Warranty: 10 Years

Product Related Information

Please see enclosed:

MARKETING MATERIALS

- Brochure – PowerBase YSR
- Brochure – PowerBase PRO
- Brochure – Shock Pad Series
- Brochure – PlayBase
- Brochure - BrockFILL

Related Services

Project oversight – Brock will provide an installation supervisor upon request by the purchasing entity. There is no charge for this service.

Field Testing and Assessment – Brock will provide Field Assessment services upon request by the purchasing entity. All testing is conducted by independently certified technicians using standardized testing equipment and procedures, according to ASTM and EN criteria. The typical commercial value of a Field Assessment is between \$1,200 and \$2,500. However, Brock is dedicated to the goal of compiling the industry's largest database of field impact performance, so we do not charge for this service. All data is confidential and only used for the benefit of the facility owner.

Ordering Capabilities

Brock USA does not have retail stores. All pricing is generated out of our corporate office in Boulder, CO.

Depending on the region, a 4-10% surcharge will be placed on orders placed outside the continental U.S. to cover additional freight and insurance.

Product / Price Updates

Brock USA has maintained stable pricing or price reductions throughout our 12+ year history. Brock USA will comply with all submittal procedures for any new product introductions in a timely manner.

Elite Protection

for Elite Athletes.



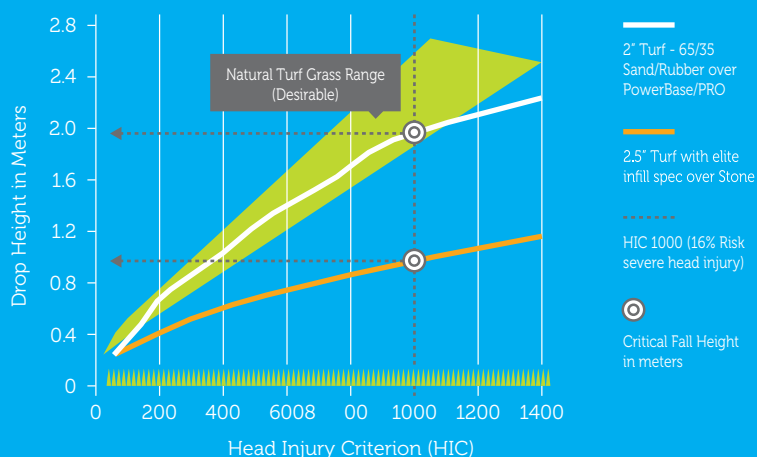
POWERBASE / **PRO**
BY BROCK

“We wanted the best. We wanted to do what we could to ensure the safety of our student-athletes. That’s our number one priority.”

Source – Jason DePaepe, Associate Athletic Director - CU Boulder

Quality Natural Grass: The Benchmark for Safety

A great artificial turf field should mimic a great natural one, and when it comes to head injury, that’s even more critical. Head Injury Criterion (HIC) is the internationally recognized test standard for head injury. You want your field to have the highest Critical Fall Height (CFH) possible. When PowerBase/PRO is used under a quality infilled turf system, CFH can replicate the finest natural grass fields – the benchmark for safety. Installing infilled turf directly over stone base results in a much lower CFH, which increases both the likelihood and severity of head trauma. No other shock pad technology can achieve the CFH of Brock systems while providing a firm running surface.



... and softness.



The "Future of Football" is shock pads under turf.

Source – NFL Advertising Campaign, 2016

1 in 5

1 in 5 concussions involves the head hitting the surface.

Source – Concussion Legacy Foundation

24%

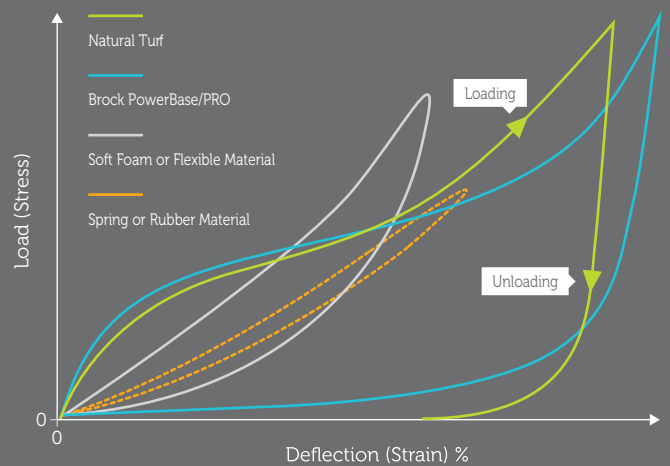
Head to surface impacts were the primary exposure for 24% of diagnosed concussions.

Source – NFL Study of 2015 Season

PowerBase/PRO shock pads are highly engineered in shape, thickness, and density to provide a consistent, firm surface for running (which elite athletes demand), but a forgiving surface during falls and tackles. This unique quality is why Brock PowerBase/PRO is the premier manufactured shock pad technology installed at the pro and collegiate levels.

An impact with PowerBase/PRO produces a dynamic response closely resembling natural sports turf. The load-deflection curve shown here illustrates the similarity between the response and recovery of the PowerBase/PRO (blue) as compared to natural turf (green). Underlayments with polyethylene foam (gray) and rubber (orange) produce a deflection curve very different from natural turf, which results in an unnatural response to athletic impact force.

Energy absorption and recovery

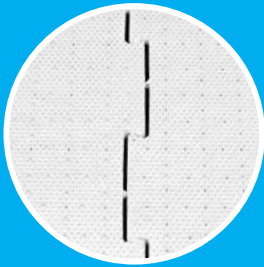


The right balance of stiffness . . .



Your brain and body are too important

An elite athlete's brain and body are of paramount importance for their health and career. Every detail of Brock PowerBase/PRO is engineered for elite level athletes. The system has been precisely tuned for athletes who put greater stresses on the field than their smaller, lighter counterparts. Fields built with PowerBase/PRO reduce the ground impact forces for ankles, knees, and head, without compromising surface stiffness.



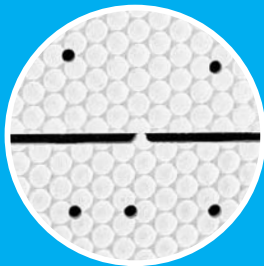
PRECISE

Precise interlocking system provides stability.



RESPONSIVE

Micro-pistons efficiently absorb and dissipate impact force



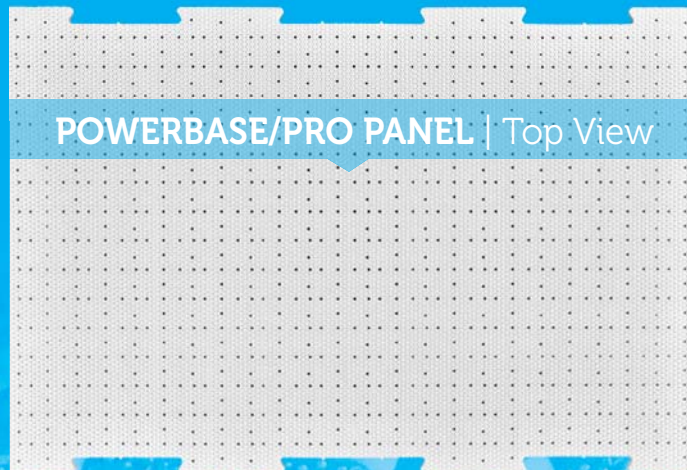
SMART

Engineered controlled tolerance for easy installation.



EFFICIENT

Bidirectional drainage channels transmit water to nearest collector.



POWERBASE/PRO PANEL | Top View

The Test



HIC (Simulated Head Impacts)

ASTM F355 E Missile

HIC is the internationally recognized test standard to estimate the risk and severity of potential head injury outcomes. The test drops a 10 lb hemispherical head form surrogate from increasing heights to determine Critical Fall Height (CFH). This test is used for playgrounds, automotive crashes, wall padding, pole vault, and the World Rugby standard for artificial turf. The higher the CFH, the more protective the surface is for head injuries.



G-MAX (Body Impacts)

ASTM F355 A Missile

Developed in the 1970's, this test method has been used to measure impact performance of artificial turf athletic fields. The A missile G-Max is a repeatable, predictable test that can be used to generically compare surface hardness between natural and artificial playing surfaces, but it does not correlate to head injury. It drops a 20 lb flat missile from 24". G-Max is a useful measurement when used in conjunction with HIC above, but as a stand alone test is not a total measure of field safety.



VERTICAL DEFORMATION

(Firmness Under Foot)

EN14809 Vertical Deformation

This test simulates the foot strike of an average adult running athlete. The test measures the vertical compression under a foot impact to determine surface firmness during play. A quality natural sports turf field produces the "sweet spot" of an optimal narrow range for surface firmness while at the same time having very low G-Max and very high Critical Fall Height. This is why quality natural grass is the benchmark for quality artificial turf.

Perfect Natural Turf: The Benchmark

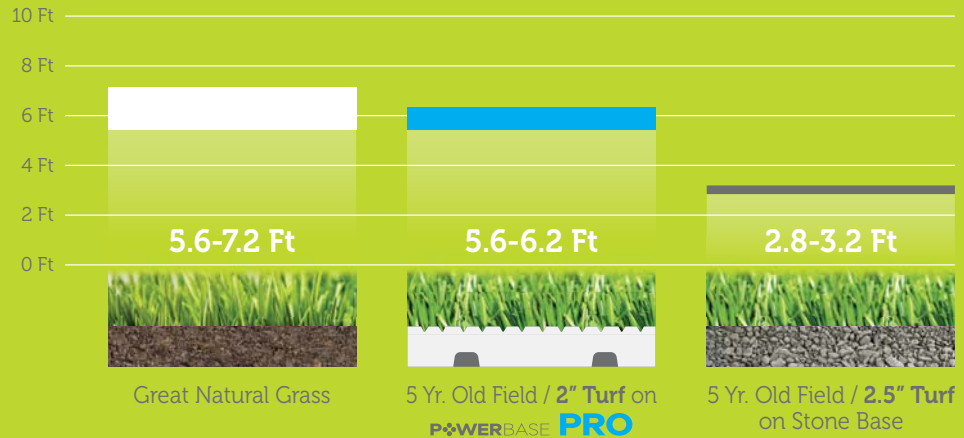
An artificial turf system should be as safe as great natural grass. So how do they compare?

The Testing Device

1



Critical Fall Height (Higher Is Better)



2



G-Max (Lower is Better)

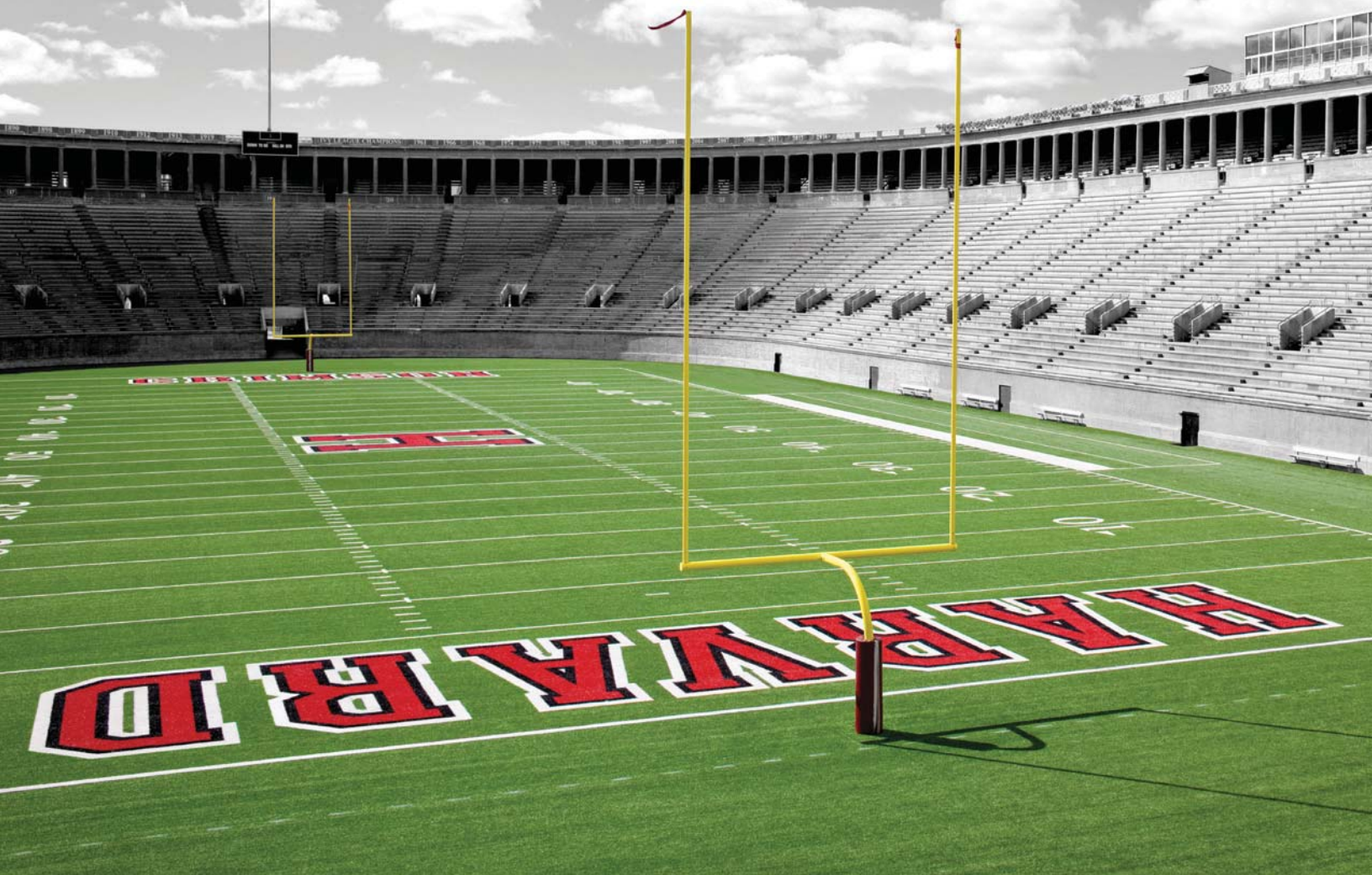


3



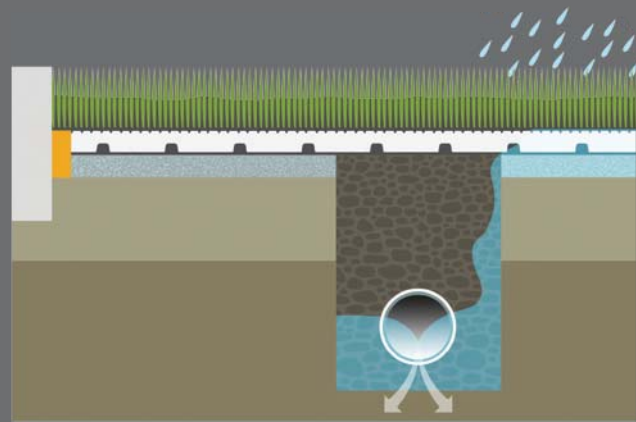
Vertical Deformation ("Sweet Spot" for Speed and Agility)



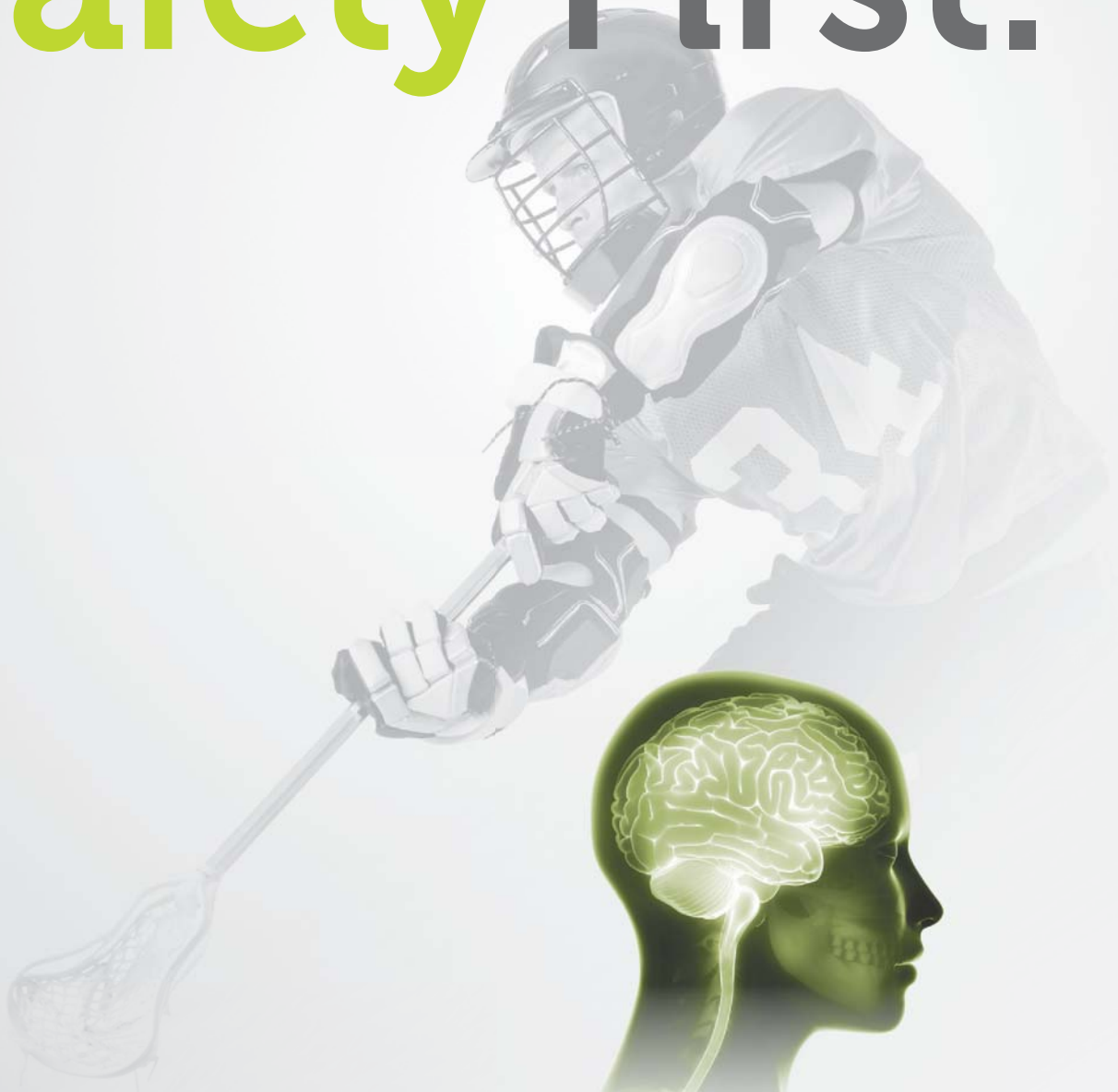


Proven, fast drainage

At 700" / hr, Brock PowerBase/PRO has a much higher vertical drainage rate than the artificial turf, and large lateral channels that help transport water to the collector system along the edge of the field. PowerBase/PRO enhances field drainage with a predictable, proven system.



Safety First.



SHOCKPAD / **SERIES**
BY BROCK

Benchmarking natural turf.

3 | There are three measurements used to characterize safety and performance of a surface:

The Test



HIC (Head Impacts)

ASTM F355 E Missile

HIC is the internationally recognized test standard for head injuries. It drops a 10 lb hemispherical impactor from increasing heights to determine Critical Fall Height. It's the same test used in playgrounds, automotive crashes, wall padding, pole vault, and the WR Reg22 standard for artificial turf. The higher the Critical Fall Height, the more protective the surface is for head injuries.

The Testing Device

1



The Goal

1.7-2.3 m
(5'7" -7'6" ft)

CRITICAL
FALL HEIGHT



GMAX (Body Impacts)

ASTM F355 A Missile

This test method covers the measurement of certain shock-absorbing characteristics, like during body impacts. It's applicable to natural and artificial playing surface systems. It does not correlate to head injury. It drops a 20 lb flat missile from 24". GMax is a good measurement when used in conjunction with HIC above, but as a stand alone test is not a total measure of field safety.

2



71-115 G's
GMAX



VERTICAL DEFORMATION (Firmness Under Foot)

EN14809 Vertical Deformation

This test simulates the heel strike of an adult running athlete in stride. This is the softness or hardness under foot during play. A great natural grass field hits the "sweet spot" of being firm under foot while producing very low gmax and high Critical Fall Height. Which is why quality natural turf is the benchmark for quality artificial turf.

3

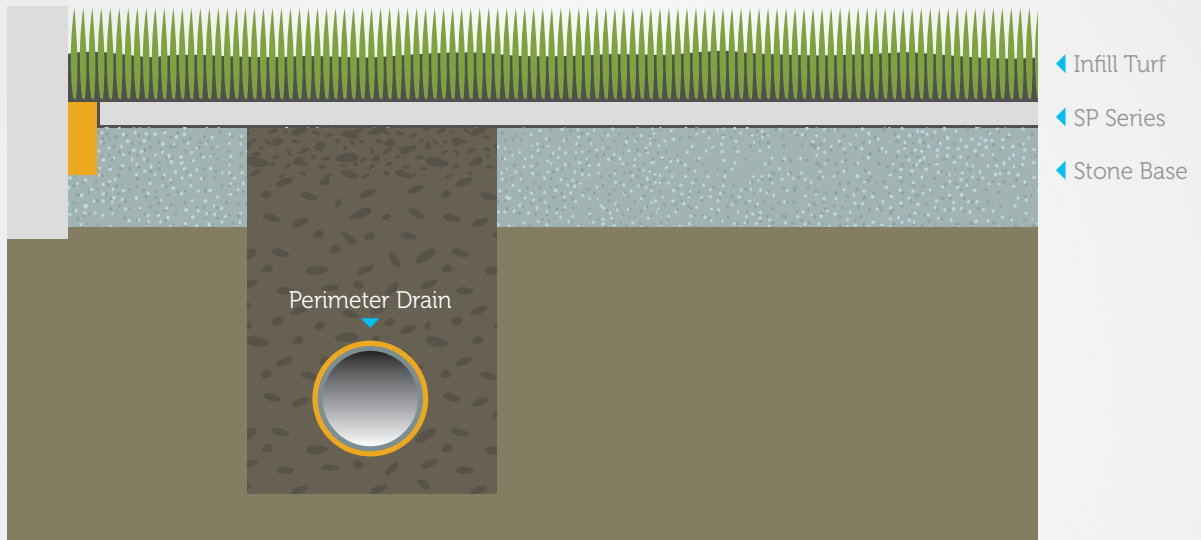


6-11 mm
VERTICAL
DEFORMATION

The goal of any artificial turf surface is to mimic a high quality natural grass playing field. Achieving this requires a more sophisticated approach than laying "rug over rock". Think of Brock's SP Series as the "intel inside" of your field.

Brock SP comes in several thicknesses, from 14mm to 20mm,

depending on the turf you select, always keeping the performance of the overall system in mind. Fields that utilize an SP shock pad demonstrate the safety, speed and impact performance that replicates a quality natural turf surface, plus they drain fast, and they last longer.



SP SERIES, SYNTHETIC TURF AND STONE BASE FOR STABLE SOILS – Cross Section

A shock pad for every turf.

SHOCKPAD/14

For use with 1.75- 2" or taller pile height with resilient infill

14 mm



SHOCKPAD/17

For use with 1.5-2.0" turf with resilient, organic or alternative infills

17 mm



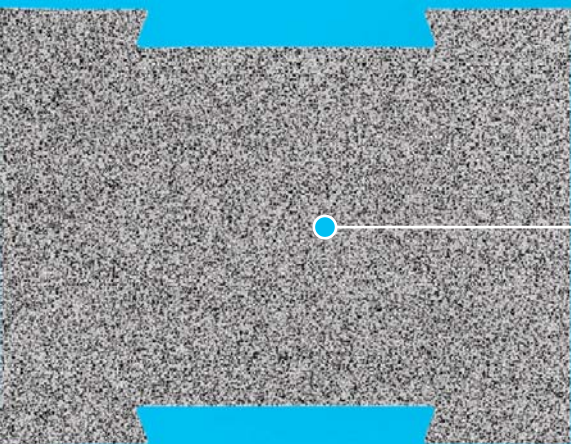
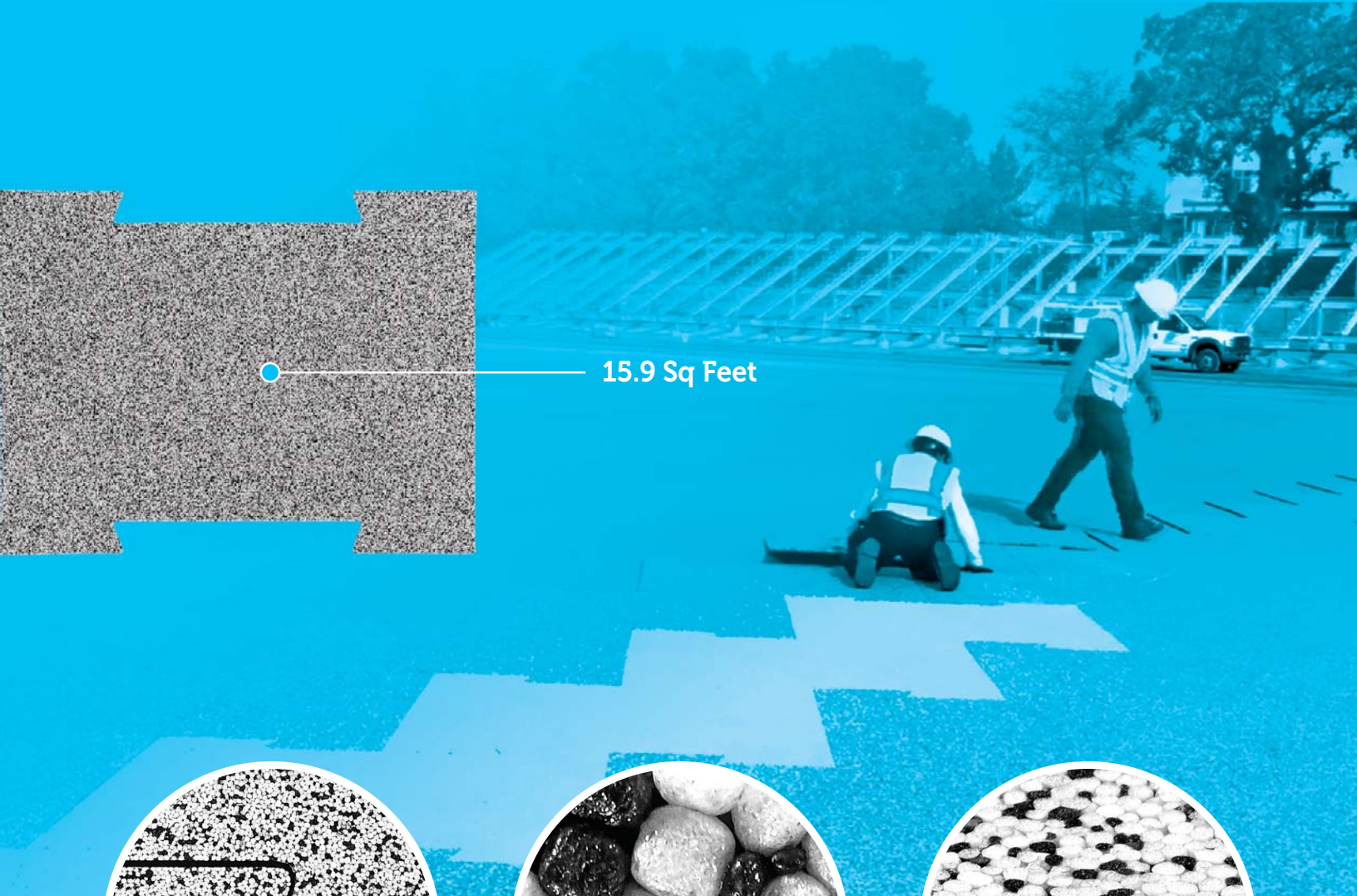
SHOCKPAD/20

For use with 1.25-1.75" turf with organic or alternative infills

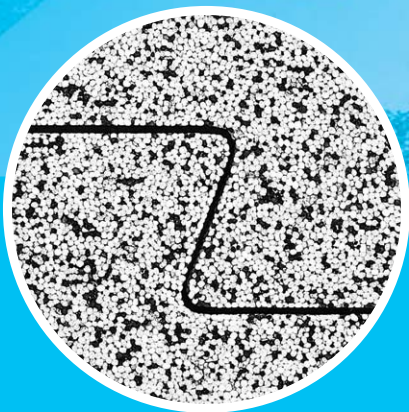
20 mm



The most proven Shock Pad on the market.



15.9 Sq Feet



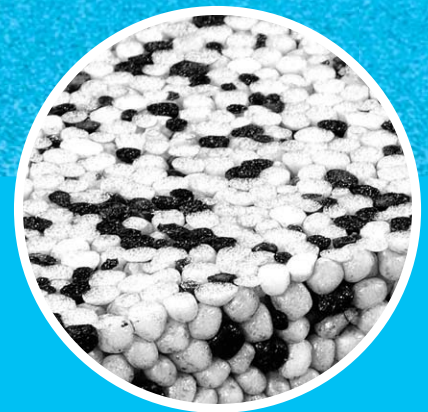
STABLE

Large robust dovetail interlock makes installation fast and easy.



POROUS

Open pore structure allows water to pass vertically through material.



DYNAMIC

Interaction of particles keeps field stiff for running, soft for impacts.

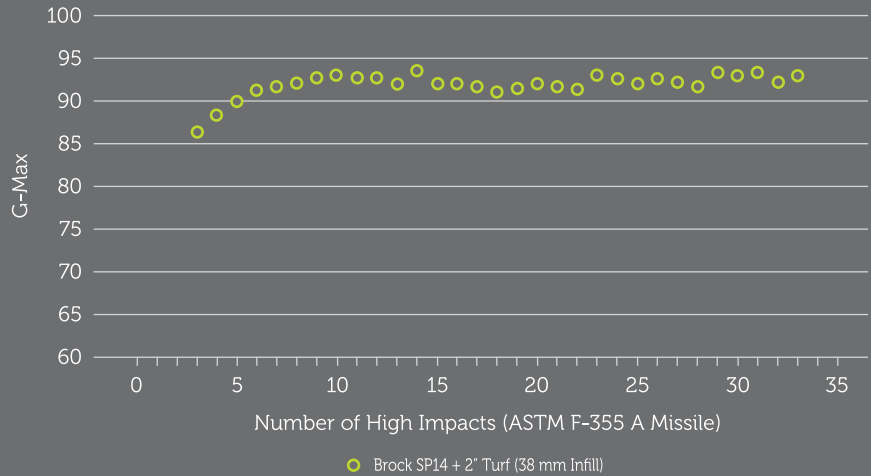
Low GMax for the life of your field.

Our goal was simple: A pristine natural grass field will produce a GMax of around 90-100 Gs and be firm and fast to play on. A synthetic turf field over Brock SP will do the same thing. And maintain it for the life of the field. Testing shows how even after years of high impacts *in the same location* the GMax is low and consistent.

16 YEAR WARRANTY

When you replace your turf, the Shock Pad is reused for the next turf life.

Brock SP14 Long Term GMax Study ASTM F-355 2" Turf



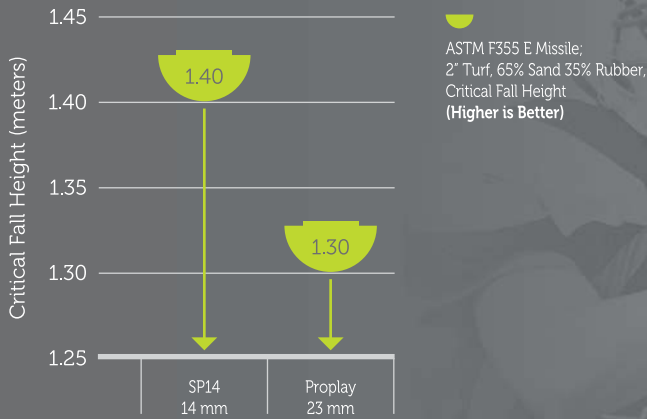
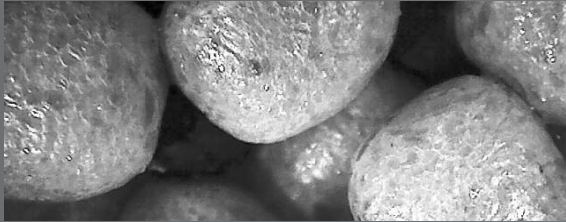
Use Brock SP Series when:

- 1 Replacing an old, hard synthetic turf field. Using a shorter turf and SP results in better play and greater safety, doesn't change the field profile, and offsets some of the cost of the pad.
- 2 New synthetic fields designed with a draining stone base, where long term safety is required. Again, we recommend a slightly shorter turf over SP. The thickness of the SP is determined by the turf you select. The shorter pile turf, the thicker the SP should be in order to attain the highest safety levels possible.



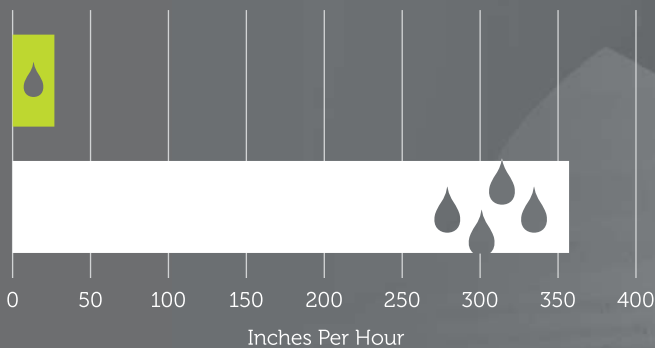
It's a work horse.

Brock's SP series will outperform other "shock pads" nearly twice as thick. That's because it's engineered for artificial turf and the impact it will experience during play. A patented material using polypropylene with a microcoating binder produces a material with an open pore structure for fast drainage and a unique impact profile ideal for artificial turf.



Fast drainage.

Vertical permeability of Brock SP is far greater than the turf itself, so as long as the stone base below and the turf above allows water to pass, Brock SP will only enhance drainage.



www.brockusa.com / 877-276-2587

US Patents: 8,236,392, 8,353,640 and D637318 and other patents pending.



Smarter Fields.

Safer Sports.



POWERBASE / **YSR**
BY BROCK

Understanding surface impacts:

3 | Three unique parts of the body produce different impact levels when contacting the surface, so 3 different test devices are used, each designed for a specific impact quality.



HIC (Head Impacts)

ASTM F355 E Missile

HIC is the only internationally recognized test standard for head injuries. It drops a 10 lb hemispherical impactor from increasing heights to determine Critical Fall Height. It's the same test used in playgrounds, automotive crashes, wall padding, pole vault, and the WR Reg22 standard for artificial turf. The higher the Critical Fall Height, the more protective the surface is for head injuries.

Testing Units	Impact Areas: Head / Body / Foot
---------------	-------------------------------------

1



2



3



GMAX (Body Impacts)

ASTM F355 A Missile

This test method covers the measurement of certain shock-absorbing characteristics, like during body impacts. It's applicable to natural and artificial playing surface systems. It does not correlate to head injury. It drops a 20 lb flat missile from 24". GMax is a good measurement when used in conjunction with HIC above, but as a stand alone test is not a total measure of field safety.



VERTICAL DEFORMATION (Firmness Under Foot)

EN14809 Vertical Deformation

This test simulates the heel strike of an adult running athlete in stride. This is the softness or hardness under foot during play. A great natural grass field hits the "sweet spot" of being firm under foot while producing very low gmax and high Critical Fall Height. Which is why quality natural turf is the benchmark for quality artificial turf.



Let's start with the brain.

1 in 5

concussions involves the head hitting the surface.

Source – Concussion Legacy Foundation

The brain is more susceptible to injury until

Age 25

Source – Dr Robert Cantu, Neurosurgeon, Boston University School of Medicine

80 G's

Point at which concussions occur in *pro* athletes

Source – Journal of Neurosurgery, 2006

2 Years

The length of time it can take a youth brain to recover from concussion.

Source – York University, 2016



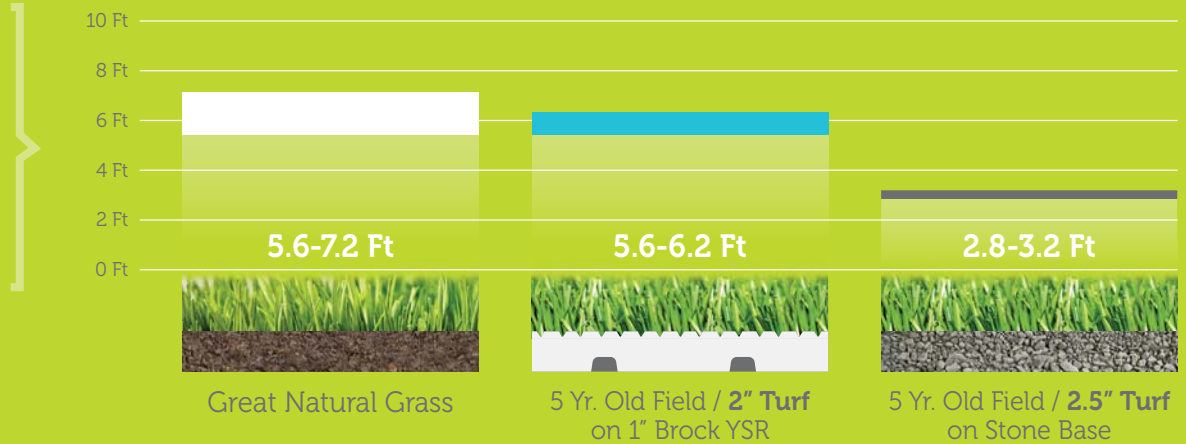
"Knowing what we do now about concussions in sports we have an increased responsibility to build the safest environment we can for these kids."

– A.R., Director of Facilities

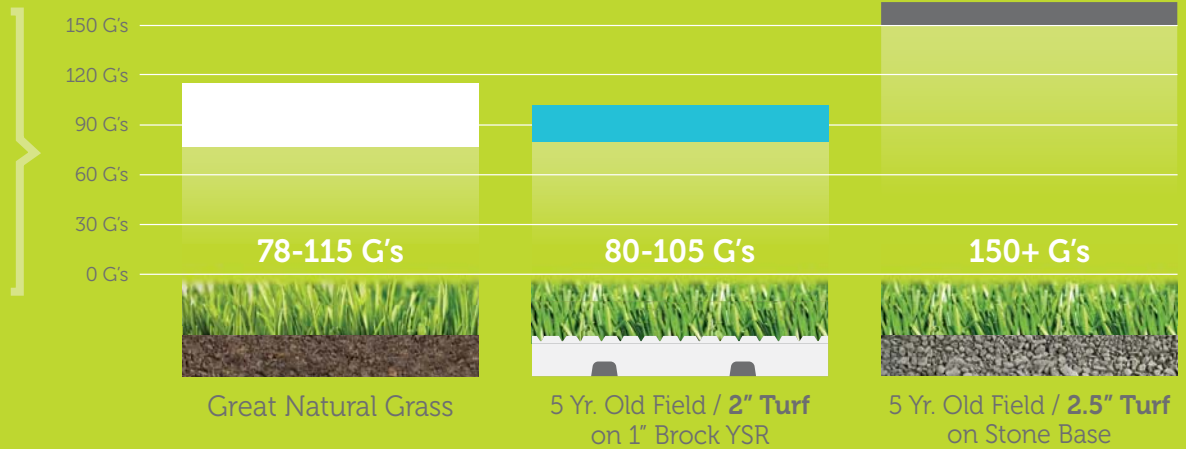
Perfect natural turf: The benchmark

An artificial turf system should be as safe as great natural grass. So how do they compare?

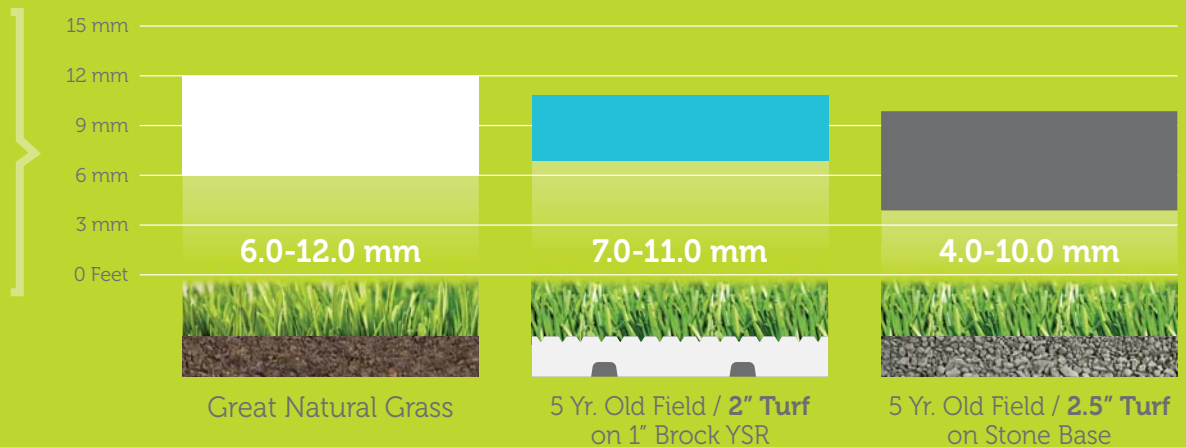
Critical Fall Height (**Higher Is Better**)



GMax (**Lower is Better**)



Vertical Deformation (**"Sweet Spot" for Speed and Agility**)



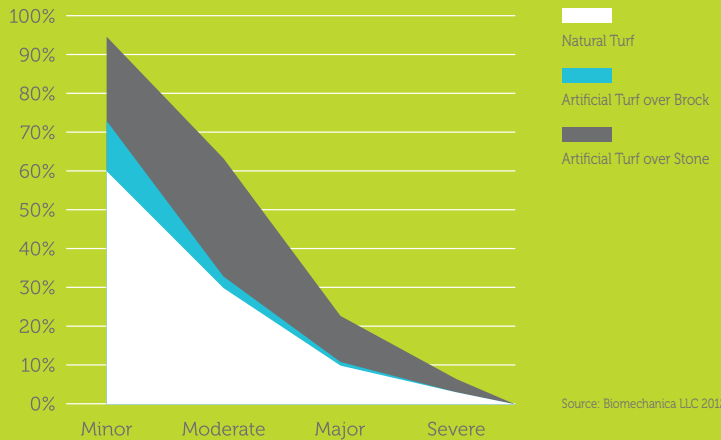
Head Injuries are serious business.

Only by understanding impacts to the brain and body could we engineer the highest safety and performance shock layer available. You wouldn't buy a used helmet with a recycled foam liner to protect a kid's brain, and the same applies to your shock pad.

Head Injury Criteria (HIC) is the internationally recognized standard for head injury. You want your field to have the highest Critical Fall Height possible, like that of a high quality natural grass. When PowerBase YSR is used under a proper infilled turf system, Critical Fall Height, GMax and Vertical Deformation all mimic that of a quality natural grass and significantly improve the safety of the field. Turf over stone simply does not.

HIC: Turf over Rock / Turf over Brock / Natural Turf What does this mean for head injuries?

23-50% reduction in the relative risk of common head injuries from a fall height of just 1 meter.



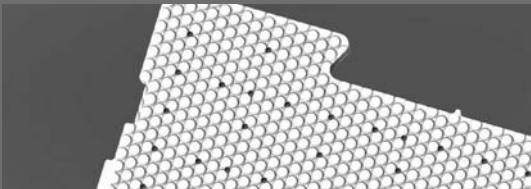
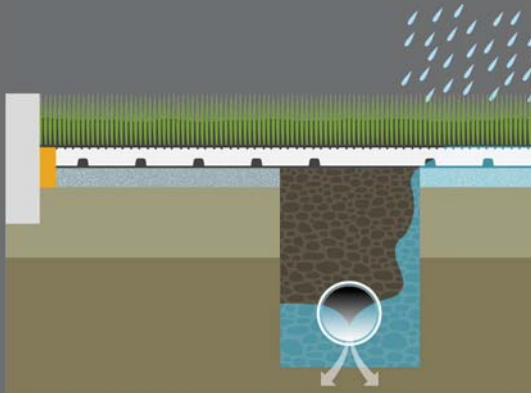
"Estimates for 5-year old surfaces showed a somewhat larger effect of the underlayment, directly attributable to the faster deterioration of impact attenuation performance of surfaces without underlayment."

- Biomechanica, 2009

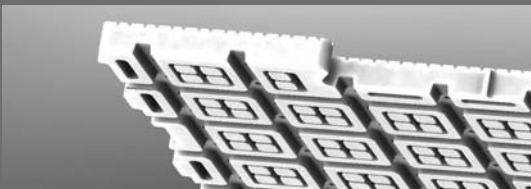


Proven, fast drainage.

Brock PowerBase YSR has large lateral channels that help transport water to the collector system along the edge. ASTM D3885 Dual-ring infiltrometer testing on fields that use the Brock cross section have shown field drainage rates of greater than 70" per hour. EN12616 drainage test produces vertical drainage of the panel alone greater than 100" per hour.



Shock absorbing pistons, dovetail interlock, turf support edges, and 2 million drain holes on a typical field.



Large drainage channels, shock absorbing structures, and 25mm thickness provide both player safety and effective drainage.



STABLE INTERLOCKING SYSTEM No cutting, no gluing, no taping, no shadowing through turf. Consistent feel and safety across every inch of your field. Larger panels speed up installation, can be installed in both directions



 **BROCK**[®]
FIRMER. FASTER. SAFER.





Cradle to Cradle™. The design concept that loves nature.

Brock uses an eco-effective approach to design that allows manufacturers and customers to celebrate the quality of materials used in a product. The central idea behind this concept is that a product must be created in such a way that it becomes an asset, not a liability, following its initial use and never goes to a landfill.

PowerBase/Play™ is manufactured as an interlocking panel system with the highest quality expanded polypropylene, well known for its longevity and environmental safety. After decades of use, the panels can be easily removed, cleaned and reused in their next life as a quality, durable material with minimal use of additional energy or waste. Alternatively, as a pure mono-component material, the panels can be easily recycled and remade into other quality products, eliminating the demand for new fossil fuels. Most manufactured and poured-in-place materials are hybrids which are mixtures of components that are difficult or impossible to salvage.

These materials are simply more expensive to recycle than to dispose of, which means that they inevitably end up being burned or in a landfill. PowerBase/Play™ is instead a pure non-toxic product that can be used for closed-loop recycling over and over again.

IMAGINE A WORLD IN WHICH ALL PRODUCTS ARE DESIGNED ACCORDING TO THE CRADLE TO CRADLE CONCEPT

- 100% closed loop Recyclable
- 100% non-toxic and lead free
- 100% pure polypropylene
- Material recovery and re-use
- No landfill costs or environmental consequences



BROCK
FIRMER. FASTER. SAFER.

www.brockusa.com / 877-276-2587



US Patents: 6,256,392, 6,353,640 and D667,738 and other patents pending.

Sustainable Safety for Playgrounds.



POWERBASE/PLAY
BY BROCK

The most advanced base system for artificial turf playgrounds.



SAFETY: PowerBase/Play™ is designed to create a surface with an elevated degree of safety year after year, in any climatic condition.



ENVIRONMENT: PowerBase/Play™ is made from a 100% recyclable material and is certified to the world's most stringent environmental standards.



DRAINAGE: The vertical and lateral drainage capability of PowerBase/Play™ results in a reliable, efficiently draining play area, while also addressing water storage for storm water management.



DESIGN: PowerBase/Play™ is a thermal insulation and drainage layer that can be installed over both permeable or impermeable bases, greatly reducing the risk of frost heave and the need for costly drainage systems.



INSTALLATION: PowerBase/Play™ panels install with maximum precision using a unique patented interlocking system, thus eliminating the need for glues or tapes. PowerBase/Play™ has been engineered as a dimensionally stable system that can be installed in virtually any climatic condition. A typical playground installs in less than a day.



20-YEAR WARRANTY: The quality and performance of PowerBase/Play™ doesn't change with time, so years of reliable safety are guaranteed. That's serious peace of mind for the installer and owner.



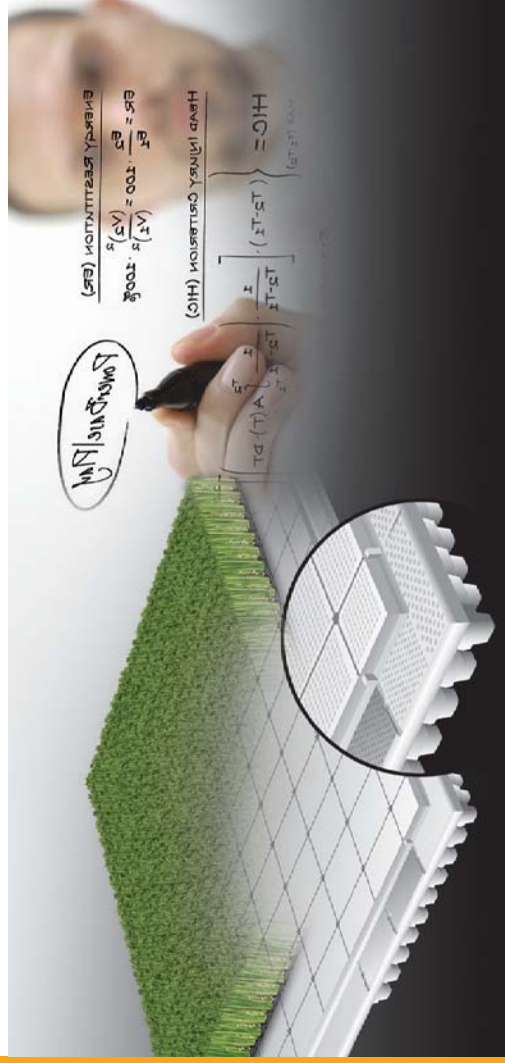
QUALITY ASSURANCE: PowerBase/Play™ is manufactured in an ISO-certified facility, will not decay or degrade over time, and is resistant to bacteria, fungi, and chemicals.

Our Commitment to the quality and safety of play:

Established in 1998 to serve the athletic equipment and artificial turf field markets, Brock has developed a variety of products that enhance athletic performance, safety and the quality of play. Our broad line of technologies for artificial turf has been used successfully from NFL and NCAA levels to children's leagues and at the local park. Our systems have produced fields that last longer, are safer to play on and reduce environmental impact. With the proliferation of PowerBase/Play™ Brock has now committed its technology and engineering know-how to improving children's playgrounds and play areas.



Engineered for predictable long-term safety.



Head Injury Criteria is the international safety standard for playgrounds (EN1177 / ASTM F1292). This test determines the risk of a head injury as a result of an impact with a surface. Understanding the H.I.C. of a playground surface is to accurately predict the likelihood of a moderate, severe, or catastrophic head injury. Brock's patented design of Impact-absorbing pistons on the bottom of each PowerBase/Play™ panel, together with a unique overlapping joint system have been specifically engineered to provide optimal and consistent H.I.C. test results.

Quality that every playground needs.

PowerBase/Play™ by Brock is the only complete base system that has been designed and engineered specifically for artificial turf playgrounds. Each PowerBase/Play™ panel is individually manufactured and inspected for quality. Each feature of PowerBase/Play™ panel optimizes function for predictable safety, drainage, turf stability and precise fit.

PowerBase/Play™ is produced from 100% pure high-grade expanded polypropylene. This non-toxic and highly durable material will not decay or degrade. PowerBase/Play™ is resistant to bacteria, fungi, and chemicals, is 100% recyclable and complies with the most stringent environmental standards.



The Natural

Next Step.



BR**CKFILL**TM
THE ENGINEERED INFILL FOR ATHLETES

It's Sourced from Softwood Tree Farming: An Abundant, Renewable U.S. Resource.



BROCKFILL RECIPE: 1 lb BrockFILL, 4 lbs Sand, in a 2" Slit Film or Blended Turf over Brock ShockPad



Finally, a true replacement for crumb rubber infill.

Since 2004, Brock has led the industry in research about athlete safety and the environmental impacts of artificial turf.

We were the first ones to achieve Cradle to Cradle environmental certification for our base systems, the first to offer a 25-year warranty, the first to hold national educational forums for designers and scientists, and the first (and still only) to achieve the higher head protection safety levels of pristine natural turf.

It has been proven in many player studies that athletes prefer natural turf to artificial. Those same studies show that artificial turf fields that use shock pads are universally preferred over those that do not – *so the least preferred system by athletes is artificial turf directly over stone*. Additionally, 1-in-5 concussions happen when the head hits the surface and lower leg injuries are higher on conventional artificial turf than on natural grass. All this has led to a paradigm shift in thinking about artificial turf safety and why it is essential that it mimics well-groomed natural turf. It's what athletes want!

The challenge is to create a system that feels like natural turf and that means changing the one component athletes hate most: crumb rubber infill. It's too hot, it smells, it's too abrasive, it's unstable under foot and its end of life is an environmental tragedy. As global warming continues, climate change will make these surfaces literally too hot to play on.

Starting in 2015, the Brock team worked with a specialized group of universities, sports testing labs, PhD scientists, engineers, horticulturists, and several sports science experts to develop a solution to these problems. True to Brock form, we left no research question unanswered.

Now another first: A durable, cool, affordable, best-performance infill engineered for athletes. And it's organic. In a world that is getting too hot, it's time to cool off.

"It is a wonderful example of Man and Nature working together."

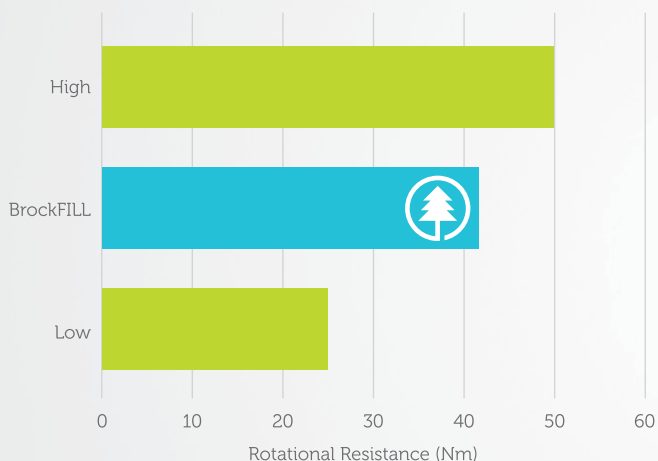


Tested for... everything.



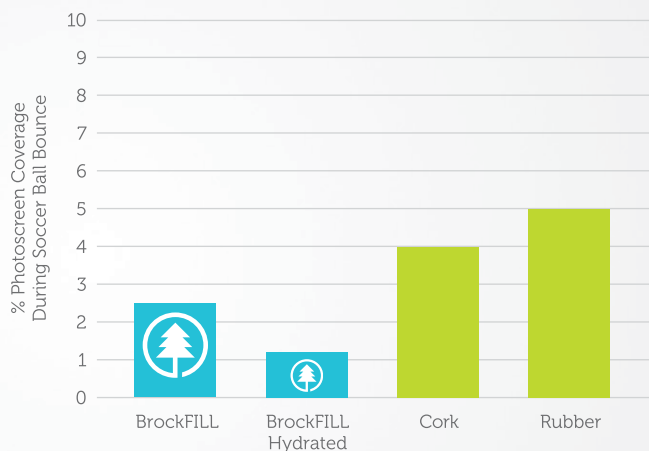
Traction

Humans evolved running on natural surfaces, not a rubberized bouncy turf that changes consistency across the field. BrockFILL feels like natural turf under foot and falls within the optimal traction range (FIFA 2-STAR) without the variability in energy restitution ("bounce") of crumb rubber.



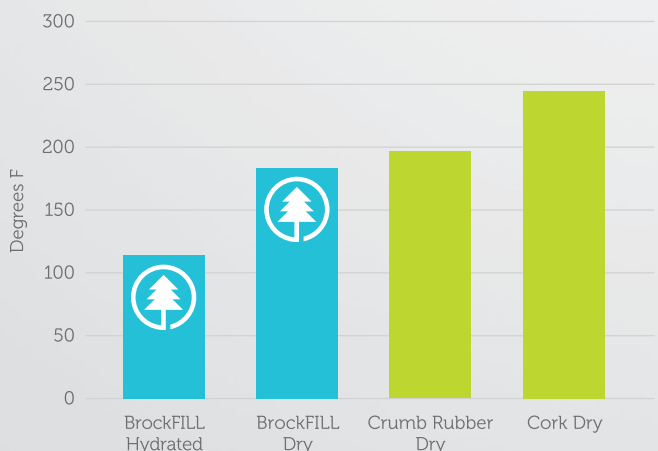
Splash

Keeping infill in the turf is key, so the lower the splash the better. BrockFILL achieves the lowest splash when dry compared to other infills and is even better when damp.



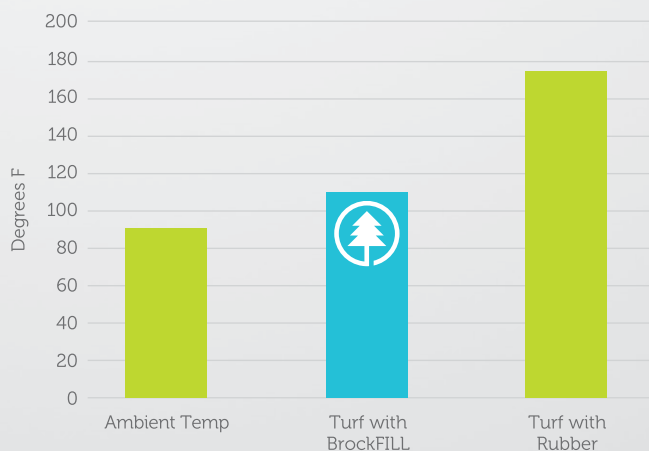
Abrasion

Besides field temperature, abrasion is the most common complaint from athletes about artificial turf. Independent testing from Labosport measures heat generated as a device slides across the turf sample using a mass and speed representative of a sliding athlete. BrockFILL generated the lowest heat score, therefore the lowest abrasion, of any infill, even crumb rubber. Better yet, abrasion is even lower when BrockFILL is damp.



Cooling

BrockFILL is a significantly cooler infill than crumb rubber and does not require watering. Each BrockFILL particle is naturally hydrophilic, so they absorb natural rainwater and condensation into their core, not just on the surface. Moisture is then released slowly for extended cooling. Plus BrockFILL gains weight when wet, so it doesn't float or migrate like cork.





Durability

BrockFILL is an extremely durable organic material. After 20,000 Lisport cycles, the particle dimensions remain virtually unchanged. Additionally, the particles improve over time! They get smoother, further lowering skin abrasion without breaking down.



BrockFILL before Lisport test.



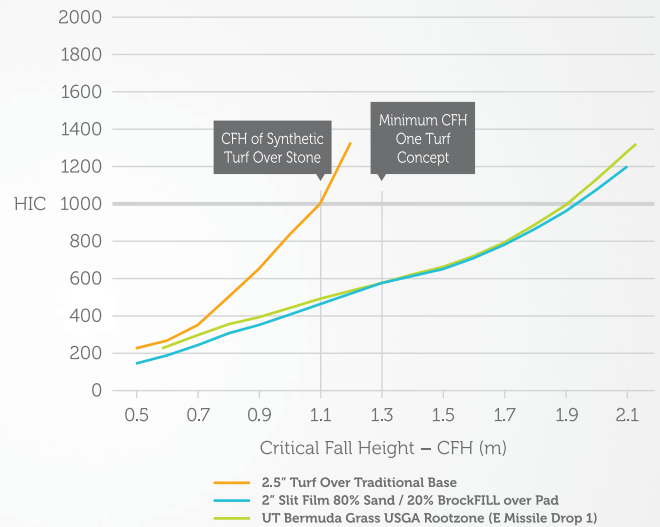
BrockFILL after 20,000 Lisport cycles.

* BrockFILL at 120x magnification.



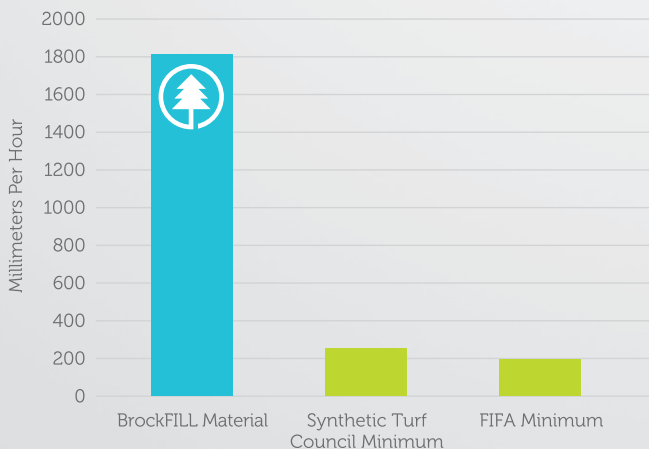
Player Safety

The BrockFILL system utilizes Brock shock pads to provide the optimal energy absorption and head injury protection, while remaining firm for running: something a rubber and sand field over stone cannot achieve.



Drainage

Like all Brock products, BrockFILL has higher permeability than the turf itself. When tested in turf, the system drains over 50" per hour. Even after 8 years of simulated use with zero maintenance, the field still meets the requirements of International drainage standard. (But you should still maintain your field!)



... and we mean everything.

- Head Impact Criteria
- Gmax Test
- Permeability in the System
- Shock Absorption
- Energy Restitution
- Rotational Resistance
- Vertical Deformation
- Ball Rebound / Angled Ball Rebound
- Ball Roll
- Flammability
- Ball Splash
- Temperature Testing
- Durability
- Density at Different Moisture Content Levels
- Permeability (material only)
- Total Pesticides
- Total Herbicides
- Leachable Pesticides
- Leachable Metals
- Total Metals
- Hexavalent Chromium
- Mold Growth
- Bacteria Growth
- Freeze-Thaw Cycle
- Insect Resistance
- UV Exposure
- Flotation
- Abrasion

* All test reports available.

The science is undeniable.

When infilled sand and crumb rubber systems were first introduced in the late 1990s they were a significant leap forward for artificial turf sports systems when compared to the original nylon turf. These systems have been used prolifically, but the shortcomings in the design, performance, environmental impact, and safety cannot be overlooked any longer. These systems, long touted as shock-pad free, do not provide the safe surface athletes deserve. They create foul smelling and dangerously hot environments leading to burns, blisters and heat exhaustion, and rubber can create an unnatural, "bouncy" feel which results in the instability that contributes to fatigue, joint stress and lower extremity injuries. The waste and disposal of crumb rubber has reached alarming levels. A typical athletic field is equivalent in size to a 500 car parking lot, and can reach temperatures of 175+ degrees. With the effects of global warming, **this has to stop.**

Years of research, testing, and studies have led to a superior playing surface. Twenty five years from its introduction, It's time for the crumb-rubber, turf-over-stone system to take its place in history and clear a path for the next generation system for athletes. One that is cooler, firmer, safer, and leaves no scars on the athlete, or the environment.

A typical athletic field is equivalent in size to a 500-car parking lot, and can reach temperatures of 175+ degrees.

The US Consumer Products Safety Commission suggests the use of WOOD and other materials rather than crumb rubber to create a shock-absorbing surface under public play areas.

There are plenty of better uses for waste tires, including road asphalt, Speed bumps, railway vibration absorption and more.

