

TIPS VENDOR AGREEMENT

Between Brock USA and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RCSP 190201 TRADES, LABOR AND MATERIALS (JOC)

General Information

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

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

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 to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

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 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 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

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas

exempts or does not impose a tax on similar sales of items to this state or a political subdivision county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit of this state. Texas Tax Code § 151.309. 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 can only be made to the awarded Vendor or authorized Assignee.

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is **for one (1) year with no option for renewal for additional years.**

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

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. 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

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. 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. 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 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to 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 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 for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

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.

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Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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 will assist 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.

Special Terms and Conditions

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 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, 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.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 190201 Trades, Labor and Materials (JOC)

Company Name Brock USA

Address 3090 Sterling Circle, Suite 102

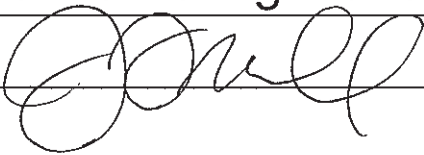
City Boulder State CO Zip 80301

Phone 303-544-5800 Fax _____

Email of Authorized Representative jtrull@brockusa.com

Name of Authorized Representative Julie Trull

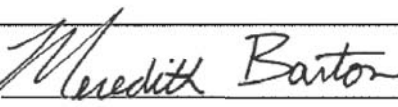
Title Assistant Sales and Marketing Manager

Signature of Authorized Representative 

Date 3/4/2019

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/12/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Jensen Mabe, Construction Program Manager	Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674			Building
Bid Number	190201 Addendum 1			Floor/Room
Title	Trades, Labor and Materials (JOC)	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	2/7/2019 08:01 AM (CT)			Email
Close Date	3/15/2019 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (903) 438-6237	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Brock USA
Address	3090 Sterling Circle Suite 102 Boulder, CO 80301
Contact	Julie Trull
Department	
Building	
Floor/Room	
Telephone	(303) 544-5800
Fax	
Email	jtrull@brockusa.com
Submitted	3/12/2019 12:17:43 PM (CT)
Total	\$0.00

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

Signature Julie Trull

Email jtrull@brockusa.com

Supplier Notes

The innovative leader in shock pads now revolutionizes infill technology for artificial turf athletic fields. By taking an athlete-first approach to research and development, Brock moves the industry towards creating the best, safest, and most sustainable playing environment for athletes at all levels of competition. Brock was the first manufacturer to earn Cradle-to-Cradle certification in the turf industry, and continues to set the standard for safety and performance. If we protect the player, we can protect the game.

Please contact our headquarters to be connected with one of our shock pad and infill experts from you region.

Bid Notes

If your company currently has a Job Order Contracting (181101) or Trades, Labor and Materials (170201 or 180205) contract, it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit. Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract(s) which include one or more of the following, Job Order Contracting (181101) or Trades, Labor and Materials (170201 or 180205), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term Indefinite Delivery/Indefinite Quantity. This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RFP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States? Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.	Yes
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.)

<http://www.brockusa.com/history>
Brock USA was founded in 1998 by Dan Sawyer with a focus of protecting athletes through the development of and innovative breathable impact absorbing body padding used in sports equipment. We are a US owned and operated company, including manufacturing, of which we are very proud. As our exposure to the athletic environment increased we were exposed to the shortcomings of the way traditional artificial turf was installed, and the degradation in safety that the surface demonstrates over time. So we elected to take a different approach and engineer a material that would improve the safety of the entire playing surface so that every athlete in every sport would benefit from our safety technology. Our original shock pad product was patented and known as Brock Performance Base. We applied that same approach to the research and development of BrockFILL, a 100% natural infill made from engineered wood particles which provides optimal performance, durability, and cools the temperature of the field without the requirement of irrigation.

Our first fields were successfully installed for the Boulder Valley school district in 2004. Those fields performed as promised and Boulder Valley schools never again built a field without a Brock shock pad. In 2006, The San Francisco 49ers were the first NFL team to use Brock in their practice field. Since that time we have continued to improve our products performance and have become the North American leader for shock pads for artificial turf. A great quality Natural turf field is still the preferred surface by athletes. Working with leading universities, Brock funded research that led to the understanding of how a quality NATURAL turf field performs, and how to design and construct an artificial turf surface that is as safe and stable as a great natural one. That research has resulted in a fundamental shift in how artificial turf is viewed and the fields are built. Our infill and shock pads are engineered to achieve this goal using virtually any brand of artificial turf. We are the only underlayment to have been used from the NFL and NCAA stadium levels, to hundreds of schools and parks across the nation. In 2016

alone we installed nearly 14 million square feet of our shock pad systems, which represents about 70% of all shock pads installed. All of it delivered on time.

Our history has been one of STABILITY (no turnover in our people), SERVICE (100% delivery on time record, Field Testing, Design Assistance), QUALITY (if it isn't the best product, it won't carry the Brock name), and EDUCATION. Brock is an accredited provider of the Continuing Education System (CES) for the American Society of Landscape Architects. We are also an educational partner of the Concussion Legacy Foundation, a non-profit organization.

6	Primary Contact Name	Primary Contact Name	Julie Trull
7	Primary Contact Title	Primary Contact Title	Assistant Sales and Marketing Manager
8	Primary Contact Email	Primary Contact Email	jtrull@brockusa.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3035445800
10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	8668509421
11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Dan Sawyer
13	Secondary Contact Title	Secondary Contact Title	Founder and CEO
14	Secondary Contact Email	Secondary Contact Email	dsawyer@brockusa.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3035445800
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8668509421
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Julie Teller
19	Admin Fee Contact Email	Admin Fee Contact Email	jteller@brockusa.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3033966188
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kristin Kopera
22	Purchase Order Contact Email	Purchase Order Contact Email	sales@brockusa.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3035445800

24	Company Website	Company Website (Format - www.company.com)	www.BrockUSA.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	84-1476385
26	Primary Address	Primary Address	3090 Sterling Circle, Suite 102
27	Primary Address City	Primary Address City	Boulder
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CO
29	Primary Address Zip	Primary Address Zip	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.)	artificial turf shock pad, artificial turf infill, shock pads, infill, PowerBase, YSR, PRO, Shocked Series, SP14, SP17, SP20, BrockFILL, PlayBase, playground shock pad, Brock USA
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>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Boulder
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Colorado
35	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 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.	(No Response Required)
36	Yes - No	Vendor agrees to remit to TIPS the required administration fee? 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.	Yes

37	Regular Hours Coefficient	<p>What is your regular hours coefficient for the RS Means Price Book?</p> <p>Example:</p> <p>A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.</p> <p>Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.</p>	1
38	After Hours Coefficient	<p>What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?</p> <p>Example:</p> <p>The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.</p> <p>Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.</p>	1.5
39	Non-Pre-Priced Markup	<p>If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?</p> <p>Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.</p>	30%
40	Yes - No	<p>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?</p>	Yes
41	Years Experience	<p>Company years experience in this category?</p>	15
42	Price coefficients and non-pre-priced markups are guaranteed for?	<p>Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?</p>	YES
43	Right of Refusal	<p>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?</p>	Yes
44	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)

- 45 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 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. may find the Blank CIQ form on the "Attachments" tab. No
- There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form.
- 46 Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RCSP as directed above?
- 47 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 48 Regulatory Standing Regulatory Standing explanation of no answer on previous question.
- 49 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. (No Response Required)

Instructions for Certification: 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. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

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. Yes
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.

52 Non-Discrimination Statement and Certification

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

Yes

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. 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) 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.

53 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

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.

54 2 CFR PART 200 Contracts

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

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

Does vendor agree?

55 2 CFR PART 200 Termination

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

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

Does vendor agree?

56 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?	
57	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to 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.</p>	Yes
		Does vendor agree?	
58	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
59	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	Yes

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

60 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

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. 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.

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

ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

(No Response Required)

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

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

YES

63	<p>If yes to the above 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?</p>	<p>If yes to the above 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?</p> <p>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.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p>	<p>YES</p>
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64 Davis-Bacon Act compliance.

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 5, "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. 3145), 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.

(No Response Required)

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 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.

(No Response Required)

By submitting a proposal to 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).

66 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."

Yes

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?

67 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.

Yes, I Agree

Do you agree to these terms?

68 Remedies Explanation of No Answer

69	Choice of Law	<p>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.</p> <p>THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		

74 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. Yes, I Agree

Do you agree to these terms?

75 Acts or Omissions Explanation of No Answer

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

77 Payment Terms and Funding Out Clause Payment Terms: Yes

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?

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.

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: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students 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. form in the next attribute to complete entitled: 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. certify that: (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. (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.

80	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.	(No Response Required)
81	Texas Government Code 2270 Verification Form	<p>Texas Government Code 2270 Verification Form</p> <p>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.</p> <p>The relevant section addressed by this form reads as follows:</p> <p>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)</p> <p>4845 Highway 271 North Pittsburg, TX 75686</p> <p>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.</p> <p>AND</p> <p>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</p> <p>I swear and affirm that the above is true and correct.</p>	YES
82	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

- 83 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.
- 84 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 85 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
North East Independent School District	Garrett Sullivan	gsulli@neisd.net	(210) 407-0438
City of San Francisco Department of Recreation and Parks	Dan Mauer	dan.mauer@sfgov.org	(415) 581-2542
Boulder Valley School District	Tom Blahak	tom.blahak@bvsd.com	(720) 561-5791
Los Angeles City Department of Recreation and Parks	Jimmy Newsom	jimmy.newsom@lacity.org	(213) 202-2678
Wilton Parks and recreation Department	Steve Pierce	steve.pierce@wiltonct.org	(203) 216 8389
Indian Creek School	Diana Ortiz	dortiz@indiancreekschool.org	(443) 343-1126

Insert TIPS RFP # 190201

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

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (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** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and **DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

Signature _____ Date _____

OR

If you **do not** claim any of your proposal to be confidential, complete the section below only.

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.

Mark Buckley CFO and VP of Administration
Printed Name authorized company officer Title of authorized company officer

3090 Sterling circle Boulder CO 80301 303-544-5800
Address City State ZIP Phone

Signature [Signature] Date 3/5/19



March 12, 2019

Brock USA, LLC is submitting for a JOC contract #190201 for trade labor and materials through TIPS in order to offer a labor solution for potential customers (municipalities in particular) acquiring product under our TIPS submission for contract #190201. Brock USA LLC is a material supplier engaging in sales, marketing, and distribution. As such, we're not a construction or installation firm, however, we have a nationwide network of contractor customers that do engage in product installation as their core competency. Our intent with acquiring the JOC contract is to assign our network of contractors to various projects based on size or complexity and the capability of the company selected to meet or exceed all requirements of the end client including required surety bonds. For our firm to be awarded the JOC contract and by assigning various certified installers we'll be able to offer a turn-key solution to our customers at a value price preventing the necessity for an additional bid process. With that said, Brock USA LLC won't be carrying the bond on these projects, but the assigned contractors will be required to do so accordingly, and all other necessary requirements dictated by the individual project contract.

Sincerely,

Mark Buckley

CFO & VP of Administration

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

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**

Lewis B Perkins

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™

ISSUE DATE

21 September 2017

CERTIFICATION #

3258

EXPIRATION DATE

20 September 2019

LEAD ASSESSMENT BODY:
MBDC



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 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.



**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 **FILL**

THE ENGINEERED INFILL FOR ATHLETES

Limited Product &
Performance Warranty

1 of 3
9-13-18

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, (3) maintain a vertical drainage rate that exceeds that of the artificial turf when tested alone according to test method ASTM 1551. (5) Not materially degrade as an infill defined as a minimum of 80% of the material will fall between sieve screens of .8mm-2mm when tested according to BS EN 933-1:2012; (6) 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").

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 Infill strictly in accordance with Brock's Installation Standards and Manufacturer's Standards. (2) improper handling, use or protection of Infill, 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 less than 20% of the original average particle size, determined by sieve analysis according to BS EN 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 Infill 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. (9) contamination of the infill with, dirt, or other substances; (10) failure to install and maintain the infill with a minimum depth of 18mm (5/8"); (collectively, the "Exclusions").



4. Remedy. As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties or Infill, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner new Infill to replace the non-conforming Infill at no charge. 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 Brock Infill.

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 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 INFILL, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING INFILL.

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 Infill, factored into the pricing of the Infill, 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 Infill; 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.