

## VENDOR CONTRACT

Between Bauer Sport Floors and  
(Company Name)

### THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Gym Floors

CONTRACT NUMBER 6111915

### General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

#### Definitions

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

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## **Terms and Conditions**

### **Freight**

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### **Warranty Conditions**

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. 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.)

### **Contracts**

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a 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.

### **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 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

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

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

### **Disclosures**

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

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract 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 contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## Indemnity

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

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

**Multiple Vendor Awards**

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

**State of Texas Franchise Tax**

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

**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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase 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 Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. 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.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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 contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

**Legal obligations**

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

**Audit rights**

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

**Force Majeure**

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



## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **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 contract 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) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". 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 inspect the work for acceptance under the scope and terms in the PO. 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.

## **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.

## Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders 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 Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)




We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

NONE

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Bauer Sport Floors  
Mailing Address: PO Box 41858  
City: Houston  
State: Tx  
Zip: 77241  
Telephone Number: 713-939-0157  
Fax Number: 713-939-9621  
Email Address: rebecca@bauerfloor.com  
Authorized Signature:   
Printed Name: J. Kirk Van Hook  
Position: President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McNat 11-19-2015  
TIPS Authorized Signature Date  
David Wayne Fitts 11-19-2015  
Approved by Region VIII ESC Date

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	(903) 575-2608			Department Building
Fax	(866) 929-4402			Floor/Room Telephone
Bid Number	6111915	Department Building		Fax
Title	Gym Floors			Email
Bid Type	RFP			
Issue Date	09/01/2015	Floor/Room		
Close Date	10/9/2015 3:00:00 PM CT	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Bauer Sport Floors, Inc.  
 Address PO Box 41858  
 Houston, TX 7241

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (713) 939-0157  
 Fax 1 (713) 939-9621  
 Email  
 Submitted 9/17/2015 8:50:39 AM CT  
 Total \$0.00

Signature rebecca kemp

Email rebecca@bauerfloor.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX, LA
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.)	Indoor wood & synthetic sport floor contractor--gym, stage, dance, aerobic, weight room, multipurpose, etc.
6	Primary Contact Name	Primary Contact Name	Rebecca Kemp
7	Primary Contact Title	Primary Contact Title	Executive Director
8	Primary Contact Email	Primary Contact Email	rebecca@bauerfloo.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7139390157
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7139399621
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7139390157
12	Secondary Contact Name	Secondary Contact Name	Kirk Van Hook
13	Secondary Contact Title	Secondary Contact Title	President
14	Secondary Contact Email	Secondary Contact Email	kirk@bauerfloor.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7139390157
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7139399621
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7139390157
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Rebecca Kemp
19	Admin Fee Contact Email	Admin Fee Contact Email	rebecca@bauerfloor.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7139390157
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Rebecca Kemp
22	Purchase Order Contact Email	Purchase Order Contact Email	rebecca@bauerfloor.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7139390157
24	Company Website	Company Website (Format - www.company.com)	www.bauerfloor.com

25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	76-0437539
26	Primary Address	Primary Address	PO Box 41858
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77241
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.)	wood, stage, gym, dance, multipurpose, polyurethane, robbins, action floors, aerobic, weight room, synthetic, pine, oak, maple, Masonite, connor, aacer,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes

42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	21
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(___ Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 year



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Line Items

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Response Total: \$0.00

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2 CFR PART 200 Contract Provisions

**Required Federal contract provisions of Federal Regulations for Contracts**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

**Appendix II to Part 200**

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

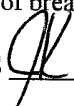
**2 CFR PART 200**

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.


**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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? YES  Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**


Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**


## 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES  Initial of Authorized Company Official


**Federal Rule (4) 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.**

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (5) 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.**

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.


Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a**

## 2 CFR PART 200 Contract Provisions


small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

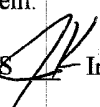
**Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, 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 Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES  Initial of Authorized Company Official

**Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES *JK* Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES *JK* Initial of Authorized Company Official

**Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES *JK* Initial of Authorized Company Official

**Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES *JK* Initial of Authorized Company Official

Company Name Bauer Sport Floors  
Print name of authorized representative J. Kirk Van Hook  
Signature of authorized representative *JK*  
Date 9/11/15

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.


Vendor Name: Bauer Sport Floors

Vendor Address: 10026 Talley Ln, Houston TX 77041

Vendor E-mail Address: rebecca@bauerfloor.com

Vendor Telephone: 713-939-0157

Authorized Company Official's Name: J. Kirk Van Hook

Signature of Company Official: 

Date: 9/11/15

BAUER SPORT FLOORS, INC.									
"SOME" PROJECTS COMPLETED BETWEEN 2011-2015									
PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	CONTRACT AMOUNT	FINISH DATE	OWNER	GENERAL CONTRACTOR	G.C. PHONE NUMBER	ARCHITECT	
<b>Annapolis Christian Academy</b>	3875 S. Staples Corpus Christi, TX 78411	gym replacement	\$89,225.00	8/23/15	Annapolis Christian Academy	NONE	NA	NONE	
<b>San Juan Middle School</b>	San Juan, TX 13403 Woods-Spilane Blvd	2 gyms, dance	\$150,696.00	8/16/15	PSJA ISD	Texas Descon, LP	956-682-7369	NONE	Gignac & Associates
<b>Spillane JR High School</b>	Cypress, TX 77429	gym	\$86,825.00	8/2/15	Cy-Fair ISD	Jamail & Smith	281-901-5886	NONE	
<b>St. Thomas Episcopal School</b>	Houston, TX	gym	\$59,000.00	7/28/15	St. Thomas Episcopal School	NONE	NA	NONE	
<b>Eisenhower Sr High School</b>	Houston, TX	dance	\$40,290.00	7/28/15	Aldine ISD	NONE	NA	NONE	
<b>Valley Oaks Elem. School renov.</b>	8390 Westview Drive Houston, TX	gym herculan RT, pavillion striping	\$28,000.00	7/24/15	Spring Branch ISD	Durotech LP	Shane Rowe 281-558-6892	NONE	Beck Architecture
<b>Life High School</b>	Waxahachie, TX	gym, theater	\$130,159.48	7/24/15	Waxahachie ISD	Beck Group	NA	NONE	Rehler, Vaughn, & Koone
<b>Reagan High School-Pkg III</b>	19000 Ronald reagan San Antonio, TX 78258	new gym, resand dance	\$126,095.00	7/24/15	North East ISD	Joeris General Contractors	210-494-1638	NONE	RWS
<b>El Campo ISD High School auditorium</b>	600 West Norris El Campo, TX 77437	stage	\$26,225.00	7/24/15	El Campo ISD	Polasek Construction	979-543-9708	NONE	Architects Hanhfeld, Hoffer, Stanford
<b>First United Methodist Church-Denton</b>	Denton, TX	stage	\$16,450.00	7/24/15	First UMC-Denton	FPI Builders Gilbane Building Company	817-336-1161 City of Jersey Village	NONE	Kirksey Architecture
<b>Towne Centre Theatre</b>	Houston, TX	theatre	\$108,500.00	7/12/15	Towne Centre				
<b>Alief ISD-Taylor High School</b>	7610 Synott Rd Houston, TX	resand 2 gyms	\$32,651.30	7/6/15	Alief ISD	NONE	NA	NONE	
<b>South Plaquemine Elementary School resand</b>	315 Civic Dr Port Sulphur, LA 70083	Resand Gym	\$16,650.00	6/19/15	South Plaquemines Parish	FH Paschen	Dewitt/Larry Van Zuidam 504-592-9296	NONE	PBK
<b>Oakcrest Int. School</b>	Tomball, TX	stage steps	\$12,500.00	6/9/15	Tomball ISD	Prime Contractors	281-999-0875	NONE	Architects Morris
<b>Cypresswood Point Elementary School</b>	Humble, TX	stage	\$22,500.00	6/5/15	Aldine ISD	Purcell Construction	281-548-1000	NONE	Architects
<b>Georgetown Elem. School #11</b>	Georgetown, TX 6190 West 1606	stage steps	\$13,000.00	6/4/15	Georgetown ISD	Bartlett Cocke Buford Thompson Company	512-326-4223	NONE	SHW Group Cadco Architects
<b>Ira ISD New K-12 School</b>	Ira, TX 79527	gym	\$73,110.00	5/10/15	Ira ISD		817-467-4981	NONE	
<b>City of Houston Parks &amp; Recreation</b>	Houston, TX	sc 5 gyms	\$13,656.16	5/8/15	City of Houston	NONE	NA	NONE	

PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	CONTRACT AMOUNT	FINISH DATE	OWNER	GENERAL CONTRACTOR	G.C. PHONE NUMBER	ARCHITECT
Copper Mill Elementary School	Zachary, LA	gym	\$69,500.00	4/28/15	Zachary Community School System	Stuart & Company	225-293-8650	Bani, Carville & Brown Architects
UTPA Fine Arts Complex	Edinburg, TX	several stages, lobby stairs	\$228,500.00	4/15/15	UTPA	SpawGlass	956-367-2374	Page Southerland
Barbers Hill ISD Fall Campus Improvements-Phase I & II	Mont Belvieu, TX 77580 1088 W. Bearkat Drive	stage	\$19,395.00	4/10/15	Barbers Hill ISD	Purcell Construction	281-548-1000	PBK Architects
Cushing ISD High School	Cushing, TX 75760	gym	\$62,290.00	4/2/15	Cushing ISD	Cox contractors	956-564-6500	Goodwin-Lasiter
Kingwood Park High School	Humble, TX	gym replacement	\$126,327.00	3/1/15	Humble ISD	NONE	NA	NONE
Boys & Girls Club-Richmond	Richmond, TX	gym	\$55,550.00	2/26/15	Rosenberg Boys & Girls Club	DE Harvey Builders	713-783-8710	Kirksey Architecture
Westbriar Middle School	Houston, TX	resand gym	\$14,068.00	2/15/15	Houston ISD	NONE	NA	NONE
UT Austin DKR East Basement	Austin, TX	gym	\$70,000	1/30/15	UT Austin	All Sports Enterprises	Joe Ferry 800-524-1158	NONE
Lumberton ISD Fine Arts	Lumberton, TX	stage	\$45,125	1/22/15	Lumberton ISD	Daniels Building & Construction	409-838-3006	Cutright Allen Architects
Berry Center stage renov.	Houston, TX	stage renovation	\$14,975	1/8/15	Berry Center	NONE	NA	NONE
La Joya ISD 2013-2014 wood floor refinishing	La Joya, TX	all wood floor refinishing	\$31,254	12/30/14	La Joya ISD Raul Valdez 956-323-2035	NONE	NA	NONE
Boren & Ponder Elementary Schools	Mansfield, TX	stage steps at both schools	\$11,000	12/15/14	Mansfield ISD	Lee Lewis Construction	972-818-0700	Huckabee & Associates
LA Fitness-Slidell, LA	Slidell, LA	gym, aerobic, 3 rq courts	\$70,000	12/13/14	Fitness International	Ordner Constrtuction	678-380-7400	Schroeder Architects
University of Houston-University Center Transformation	Houston, TX	stage, lobby, theaters	\$183,338	11/30/14	University of Houston	Tellepsen Construction	281-447-8100	WHR Architects
Woodridge Forest Middle School	4540 Woodridge Pkwy Porter, TX 77365	2 gyms	\$138,340	11/30/14	New Caney ISD	Gamma Construction	713-963-0086	Bay-IBI Group RWS
C.E. King High School	Houston, TX	gym, drill team	\$122,850	11/25/14	Sheldon ISD	Durotech LP	281-558-6892	Architects
Butler Stadium	Houston, TX	sc gym	\$3,008.40	10/1/14	HISD	NONE	NA	NONE
Austin High School	Houston, TX	gym repair	\$2,100.00	9/30/14	HISD	NONE	NA	NONE
Bastrop High School	Bastrop, TX	gym	\$56,100.00	8/24/14	Bastrop ISD	HCS Inc.	254-829-3200	Pfluger & Associates
Jubilee Academy/Athlos Academy	San Antonio, TX	gym	\$63,024.00	8/23/14	The Charter School Fund II	Hill & Wilkinson	512-287-6309	BRS Architects



PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	CONTRACT AMOUNT	FINISH DATE	OWNER	GENERAL CONTRACTOR	G.C. PHONE NUMBER	ARCHITECT
<b>Texas A&amp;M Central Academic Bldg</b>	One University Way San Antonio, TX 78224	stage	\$24,350.00	8/20/14	Texas A&M University	Bartlett Cocke	210-655-1031	Kell Munoz Architects
<b>Woodlawn Academy</b>	San Antonio, TX	stage	\$21,440.00	8/20/14	San Antonio ISD	Bartlett Cocke	210-655-1031	Grace PG Design Group
<b>Chapelwood United Methodist Church</b>	Houston, TX	gym resand	\$16,255.00	8/18/14	Chapelwood UMC	NONE	NA	NONE
<b>Patrick Henry Middle School</b>	Houston, TX	sc gym	\$2,184.00	8/6/14	HISD	NONE	NA	NONE
<b>Bellaire High School</b>	5100 Maple Houston TX 77401	sc 2 gyms	\$2,592.00	7/31/14	HISD	NONE	NA	NONE
<b>Barbers Hill ISD Intermediate School</b>	9600 Eagle Drive Mont Belvieu, TX 77580	gym resand	\$15,925.00	7/26/14	Barbers Hill ISD	Purcell Construction	Larry Purcell 281-548-1000	PBK Architects
<b>West University Elementary School</b>	Houston, TX	gym rpr & resand	\$58,210.30	7/25/14	HISD	NONE	NA	NONE
<b>Woodlands Christian Academy</b>	5800 Academy Way Woodlands, TX 77384	sc gym	\$2,085.00	7/25/14	Woodlands Christian Academy Charter School	NONE	NA	NONE
<b>International Leadership School of Texas-Garland</b>	Garland, TX	gym	\$60,117.00	7/23/14	Fund II, LLC	Hill & Wilkinson	214-299-4384	?
<b>Barbers Hill ISD SOUTH Elementary School</b>	Mont Belvieu, TX 77580	gym, water damaged gym added via PO	\$87,740.00	7/22/14	Barbers Hill ISD	Purcell Construction	Larry Purcell 281-548-1000	PBK Architects
<b>Dulles High School</b>	Houston, TX	new gym, resand comp. gym	\$88,632.00	7/21/14	HISD	Facilities Services (Dura Pier Facilities)	Rich Ryniak 713-337-5707	NONE
<b>Tolar ISD Elem. School</b>	Tolar, TX	gym	\$58,705.00	7/20/14	Tolar ISD	Harrison, Walker, & Harper	903-785-1653	Harper, Perkins Architects
<b>Odessa College</b>	201 W. University Blvd Odessa, TX 79764	sc gym	\$2,895.00	7/17/14	Odessa College	NONE	NA	NONE
<b>Mansfield High School</b>	Mansfield, TX	gym	\$58,320.00	7/16/14	Mansfield ISD	Lee Lewis Construction	972-818-0700	Huckabee & Associates
<b>Oakdale Middle School</b>	124 S. 13th Street Oakdale, LA 71463	gym	\$61,060.00	7/16/14	Allen Parish School Board	MD Descant	318-346-6657	Corne-Lemaire Group
<b>Summit High School</b>	Mansfield, TX	gym	\$60,792.00	7/15/14	Mansfield ISD	Lee Lewis Construction	972-818-0700	Huckabee & Associates
<b>East Chambers HS &amp; Jr HS</b>	1955 Hwy 124 Winnie, TX 77665	sc 2 gyms	\$2,940.00	7/11/14	East Chambers ISD	NONE	NA	NONE
<b>Blessing &amp; Markham Elementary Schools</b>	Tidehaven, TX	stage steps at each school	\$16,000.00	7/8/14	Tidehaven ISD	Drymalla Construction	979-732-5731	SHW Group
<b>Hastings High School</b>	Houston, TX	resand 2 gyms	\$36,928.00	7/7/14	Alief ISD	NONE	NA	NONE

PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	CONTRACT AMOUNT	FINISH DATE	OWNER	GENERAL CONTRACTOR	G.C. PHONE NUMBER	ARCHITECT
<b>Legacy Christian Academy</b>	8200 Hwy 105 Beaumont, TX 77713	resand old gym	\$16,500.00	7/7/14	Legacy Christian Academy	NONE	NA	NONE
<b>New Boston ISD High School &amp; Middle School</b>	600 N. McCoy Blvd New Boston, TX 75570	gym resand at HS, rpr at MS	\$14,200.00	7/7/14	New Boston ISD	NONE	NA	NONE
<b>Kennard ISD High School</b>	1400 W. Austin St Crockett, TX 75835	sc gym	\$2,075.00	7/6/14	Kennard ISD	Southern Management	Glenn Leaman 888-711-2772	NONE
<b>Chavez High School</b>	8501 Howard Houston, TX 77017	gym resand	\$19,588.00	7/1/14	HISD	NONE	NA	NONE
<b>Tuloso-Midway ISD High School &amp; Middle School</b>	2653 McKinzie Road Corpus Christi TX 78410	sc 3 gyms	\$7,425.00	6/11/14	Tuloso-Midway ISD	NONE	NA	NONE
<b>Pasadena ISD New Career &amp; Technology High School</b>	Houston, TX 77034	amptheater seating & stairs	\$38,500.00	6/8/14	Pasadena ISD	Dyad Construction	Bill Trahan 713-799-9380	Bay-IBI Group
<b>Willow Wood Jr. High School</b>	Tomball, TX	resand 2 gyms	\$18,375.00	6/8/14	Tomball ISD	NONE	NA	NONE
<b>Barbers Hill New Elementary School NORTH</b>	Mont Belvieu, TX 77580	2 gyms	\$106,000.00	6/8/14	Barbers Hill ISD	Purcell Construction	281-548-1000	PBK Architects
<b>First Presbyterian Church</b>	Houston, TX	gym replacement	\$126,000.00	6/8/14	First Presbyterian Church	WS Bellows Construction	713-680-2132	NONE
<b>Lyford CISD Gym resand Chisholm Trail Elem. School</b>	8204 Simon Gomez Rd. Lyford, TX 78569	2 gym resands	\$31,490.00	5/23/14	Lyford CISD	NONE	NA	NONE
<b>Burnett Elementary School</b>	Belton, TX	stage	\$20,000.00	4/9/14	Belton ISD	Baird Williams Construction	254-773-3499	SHW Group
<b>Lamar High School</b>	Galveston, TX	gym	\$39,475.00	4/8/14	Galveston ISD	JW Kelso	409-740-0266	PBK Architects
<b>Sugar Grove Academy</b>	Houston, TX	dance	\$3,400.00	3/19/14	HISD	NONE	NA	NONE
<b>Harlingen New 9th Grade Academy</b>	Houston, TX	stage repairs	\$2,400.00	3/17/14	HISD	Jamail & Smith	NA	NONE
<b>Gold's Gym-Fiesta Trails</b>	Harlingen, TX	gym	\$94,000	1/15/14	Harlingen CISD	Texas Descon, L.P. 1st Choice facilities	956-682-1225	ERO International LP
<b>James Taylor High School</b>	San Antonio, TX	gym replacement	\$41,000	12/30/13	Gold's Gym	Pepper Lawson Construction	NA	NONE
<b>Angleton Recreation Center</b>	20700 Kingsland Blvd Katy, TX 77450	gym, gym resand, stage	\$112,577	12/29/13	Katy ISD	Pepper Lawson Construction	281-578-0285	Bay-IBI Group
<b>Gold's Gym-Westlake</b>	1601 N. Valderas Angleton, TX 77515	herculan activity floor	\$27,500	12/28/13	Angleton Rec Ctr	NONE	NA	NONE
<b>Anadarko Woodloch Tower</b>	701 Capital of Texas Hwy West Lake Hills, TX 78746	GGX room	\$22,500	12/25/13	Gold's Gym	Rand Construction	703-553-5511	GFF Interiors
	Woodlands, TX	gym	\$48,200	11/25/13	Anadarko Realty-Woodloch Tower	Harvey Builders	713-783-8710	Gensler

PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	CONTRACT AMOUNT	FINISH DATE	OWNER	GENERAL CONTRACTOR	G.C. PHONE NUMBER	ARCHITECT
<b>University of Houston-University Center Transformation</b>	Houston, TX	stage, lobby, several more	\$42,000	11/22/13	University of Houston	Tellepsen Builders	281-447-8100	WHR Architects
<b>Annapolis Christian Academy</b>	3875 S. Staples Corpus Christi, TX 78411	gym	\$64,010	11/13/13	Annapolis Christian Academy	NONE	NA	NONE
<b>South Plaquemines H.S.</b>	South Plaquemine, LA	2 gyms	\$132,000	10/24/13	South Plaquemines Parish	FH Paschen	504-592-9298	Verges Rome Architects
<b>Veterans Memorial Sports Complex</b>	Pasadena, TX 3215 Cypress Street	water dmg gym rpr	\$44,985	10/20/13	Pasadena ISD City of West Monroe	Division One Construction	713-688-7330	Cre8 Architects
<b>Monroe Wellness Center</b>	West Monroe, LA 71291	aerobics	\$32,000	10/17/13	Gold's Gym	Breck Construction 1st Choice facilities	318-387-3300	?
<b>Gold's Gym-College Station</b>	College Station, TX	GGX room	\$29,000	10/12/13	Gold's Gym	Buford Thompson Company	NA	NONE
<b>Eastlake High School</b>	Socorro, TX	gym, stage, dance	\$118,350	9/30/13	Socorro ISD	Huseman Builders	817-467-4981	Mijares-Mora Architects
<b>Friena ISD High School</b>	Friena, TX	gym	\$55,825	9/15/13	Friena ISD	Joeris General Contractors	806-557-4088	Stephen L. Butler Architects
<b>Scotlandville Middle School</b>	Baton rouge, LA	gym	\$83,850	8/25/13	EBR Parish	Arkel Constructors	225-344-1023	Fusion Architecture
<b>SSAISD 2010 Bond program New Classroom Facility</b>	2515 Navajo Lane San Antonio, TX 78224	gym	\$77,000	8/25/13	SSAISD	Joeris General Contractors	210-494-1638	Garza Bomberger & Associates
<b>Green Oaks High School</b>	2550 Thomas E Howard Dr Shreveport, LA 71107	aerobic floor	\$12,750	8/21/13	Caddo Parish School Board	KAN Contracting	318-752-0980	The Larson group
<b>Episcopal High School</b>	4800 Bissonnet Houston, TX 77401	theater flr replacement	\$58,170	8/14/13	Episcopal High School	NONE	NA	NONE
<b>Carthage Jr. High School</b>	Carthage, TX	gym replacement	\$55,875	8/4/13	Carthage ISD	JE Kingham Construction	936-564-3329	Goodwin-Lasiter
<b>Lee High School Swing Space</b>	4510 Baywell Street Baton Rouge, LA 70808	granwood gym floor	\$11,554	7/25/13	East Baton Rouge Parish	J. Reed Contractors	225-201-8826	Coleman Partners Inc
<b>Collin County Community College-Spring Creek campus</b>	2800 E. Spring Creek Pkwy Plano, TX 75074	gym replacement	\$163,000	7/25/13	Collin County college	NONE	NA	NONE
<b>North Area Middle School #471 (John Folks M.S.)</b>	9885 Swayback Ranch San Antonio, TX 78254	2 gyms, stage	\$116,265	6/30/13	NISD	Joeris General Contractors	210-494-1638	Marmon Mok Architects
<b>Sidney ISD Gym Floor</b>	Sidney, TX	gym	\$51,600	6/15/13	Sidney ISD	NONE	NA	NONE

PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	CONTRACT AMOUNT	FINISH DATE	OWNER	GENERAL CONTRACTOR	G.C. PHONE NUMBER	ARCHITECT
<b>Thomas Jefferson Early College High School</b>	713 East Business 83 Pharr, TX	gym	\$49,750	5/26/13	PSJA ISD	Texas Descon, L.P.	956-682-1225	ERO International LP
<b>St. Joseph Church Add.</b>	122 W Fay St Edinburg, TX 78539	gym	\$40,000	5/22/13	Catholic Diocese of brownsville	Highmark Construction	956-451-3274	EGV Architects
<b>Sunray ISD Gym Expansion</b>	400 E. seventh st sunray, tx 79086	gym	\$57,348	5/22/13	Sunray ISD	Huseman Builders	806-557-4088	A&E Design Group RWS
<b>Edna High School</b>	Edna, TX	Gym	\$64,500	5/21/13	Edna ISD	Polasek Construction	979-543-9708	Architects Brinkley Sargeant Architects
<b>Richardson Heights Recreation Center</b>	711 W Arapaho Richardson, TX 75080	gym & aerobic	\$76,500	5/18/13	City of Richardson Lafayette Consolidated Government	Hill & Wilkinson	214-299-4300	NONE
<b>Lafayette Tennis Facility Improvements</b>	Lafayette, LA	tennis courts	\$79,975	5/16/13	Wylie ISD	NONE	NA	NONE
<b>Wylie ISD New Middle School</b>	4010 Beltway South Abilene, TX 79606	gym	\$77,500	4/15/13	Wylie ISD	WB Kibler Construction	214-358-4601	Cadco Architects
<b>Hitchcock High School</b>	6625 FM 2004 Rd Hitchcock, TX 77563	gym	\$97,000	3/28/13	Hitchcock ISD	Durotech LP	281-558-6892	Joiner Partnership
<b>Carlisle ISD ADD/Renov.</b>	8960 FM 13 W Henderson, TX 75654	gym	\$40,000	3/27/13	Carlisle ISD	WRL General Contractors	903-894-7768	NA
<b>Edcouch-Elsa ISD High School</b>	Edcouch, TX	gym replacement	\$96,425	3/20/13	Edcouch-Elsa ISD	NONE	NA	NONE
<b>Johnson Bayou Recreation Center</b>	5332 Gulf Beach Hwy Cameron, LA 70631	wood floor gym replacement	\$38,250	1/15/13	Cameron Parish Police Jury	Priola Construction	337-855-9043	Lonnie G Harper Architects
<b>Kahla Middle School</b>	Houston, TX	gym replacement	\$91,300.00	1/10/13	Cy-Fair ISD	NONE	NA	NONE
<b>St. Michael Catholic School</b>	1833 Sage Houston, TX 77056	gym	\$51,703.00	12/27/12	St. Michael Catholic School	Satterfield & Pontikes	713-996-1300	Hermes Architects
<b>Katy ISD Jr. High School #13</b>	Katy, TX 77494	2 gyms	\$110,476.00	12/20/12	Katy ISD	Drymalla Construction	979-732-5731	PBK Architects
<b>Lacoste Elementary School</b>	1625 Missouri St Chalmette, LA 77043	gym, stage	\$73,437.00	12/15/12	St. Bernard Parish	FHP Tectonics, Corp	504-206-3005	Lachin-Oubre & Assoc. APC
<b>Monte Alto High School</b>	25149 1st St Monte Alto, TX 78538	gym, stage	\$81,902.00	11/22/12	Monte Alto ISD	Texas Descon, L.P.	956-682-1225	Rike Ogden Figueroa Architects
<b>Stratford High School replacement</b>	Houston, TX	gym replacement	\$114,500	10/27/12	HISD	Durotech LP	281-558-6892	NONE
<b>Premier Athletic Complex</b>	8220 N 183 A Toll Rd Leander, TX 78641	gym	\$213,700.00	10/26/12	Premier Athletic Complex	All Sports Enterprises	800-524-1158	NONE

PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	CONTRACT AMOUNT	FINISH DATE	OWNER	GENERAL CONTRACTOR	G.C. PHONE NUMBER	ARCHITECT
<b>Abilene Christian School Memorial Middle School-Harlingen</b>	Abilene, TX	gym	\$89,982.00	9/27/12	Abilene Christian School	NONE	NA	Parkhill, Smith & Cooper
<b>UTPB Wagner Noel Perf Arts repairs</b>	Harlingen, TX	gym	\$79,710.00	9/21/12	Harlingen CISD	Texas Descon, L.P.	956-682-1225	Gignac & Associates
<b>Wortham Theater</b>	Permian basin, TX	repair stage & resand wagon	\$28,175.00	8/30/12	UTPB	NONE	NA	NONE
<b>Tuloso-Midway ISD Gym Replacement</b>	Houston, TX	resand stage wagon	\$7,150.00	8/20/12	Wortham Theater	NONE	NA	NONE
<b>Anthony Aguirre Junior High School</b>	9760 LaBranch Corpus Christi, TX 78410	comp. gym	\$199,092.00	8/13/12	TMISD	NONE	NA	NONE
<b>Christ the King Parish Community Center</b>	15726 Wallisville Road Houston, TX 77049	2 gyms, stage double gym & exercise room	\$117,500.00	6/15/12	Channelview ISD	Division One Construction	713-688-7330	Bay Architects
<b>Santa Fe High School Auditorium</b>	8017 Preston Road Dallas, TX 75225	double gym & exercise room	\$103,475.00	5/4/12	Christ the King Catholic Church	Lee Lewis Construction	225-201-8826	Smith Group/F&S PBK
<b>Trinity Episcopal School</b>	Santa Fe, TX	stage	\$20,500.00	12/27/11	Santa Fe ISD	ICI Construction	281-355-5151	Architects Page
<b>La Joya ISD Gym Floor Replacement</b>	Houston, TX	stage	\$25,000.00	12/10/11	Trinity Episcopal School	Flynn Construction	512-440-0705	Southerland
<b>Elkhart High School</b>	La Joya, TX	gym replacement	\$69,500.00	10/14/11	La Joya ISD 956-580-8868	NONE	NA	NONE
<b>Long Middle School gym replacement</b>	Crockett Road Elkhart, TX 75839	gym, stage	\$75,500.00	9/25/11	Elkhart ISD 903-764-5161	JE Kingham Construction	936-564-3329	Claycomb Associates 972-233-
<b>Weslaco East High School</b>	6501 Bellaire Blvd Houston, TX 77074	gym replacement	\$75,876.20	8/30/11	HISD	NONE	NA	NONE
<b>Edinburg Middle School #6</b>	Weslaco, TX 78596	gym repair & resand	\$46,000.00	8/18/11	Weslaco ISD Oscar Riojas 956-969-6894	NONE	NA	NONE
<b>Round Rock High School</b>	Carmen Avila road Edinburg, TX 78539	Gym	\$56,899.00	8/2/11	Edinburg ISD	D. Wilson Construction	956-686-9573	Architects 713-965-
<b>Asia House Museum</b>	300 N. Lake Creek Dr. Round Rock, TX 78681	2 gyms, dance, black box	\$210,995.00	7/30/11	Round Rock ISD	Bartlett Cocke	210-655-1031	PBK Architects 713-965-
<b>Dyess Air Force Base</b>	1370 Southmore Blvd. Houston, TX 77004	Several wood floors	\$145,625.00	6/25/11	Asia Society of Texas	WS Bellows Construction	713-680-2132	Taniguchi & Associates
<b>Victoria Fine Arts Center</b>	710 Third Street Dyess AFB, TX 79607	gym replacement	\$143,365.00	6/18/11	Dyess AFB	Fitness Flooring	NA	NONE
<b>Odessa College</b>	1110 Sam Houston Drive Victoria, TX 77901	stage	\$40,000.00	1/18/11	Victoria ISD	VCC Construction	956-587-3058	SHW Group 713-877-
	201 w. university blvd odessa, tx	gym replacement	\$135,031.00	1/1/11	Odessa College Sherri Dalton 432-335-6400	NONE	NA	NONE

# Bauer Sport Floors Qualification Statement

Company Name: **Bauer Sport Floors, Inc.**  
Mailing Address: **P.O. Box 41858** **Houston, Texas 77241**  
Physical Address: **10026 Talley Lane** **Houston, Texas 77041**  
**Office: 713-939-0157** **Fax: 713-939-9621**  
Website: **www.bauerfloor.com**  
Federal Tax ID Number: **76-0437539** DUNS Number: **849315890**

TRADES: **All indoor sport flooring products and installation. Such as: Wood gym, stage, dance, and aerobic flooring; Wood floor refinishing & maintenance; Wood floor replacement and repairs. Rubber Flooring, Poured Polyurethane sport and multi-purpose flooring, Track flooring, Vinyl wood design flooring, and Gym athletic equipment (volleyball equipment, wall pads). Outdoor Tennis Court surfaces.**

## COMPANY CONTACTS:

Kirk Van Hook	President	kirk@bauerfloor.com
Rebecca Kemp	Executive Director	rebecca@bauerfloor.com
Clay Parsley	Operations Manager	clay@bauerfloor.com

## **A. ORGANIZATION**

1. How many years has your organization been in business as a contractor? **21 years.**
2. How many years has your organization been in business under its present business name? **21 years.**
  - a. Under what other or former names has your organization operated? **NA**
3. Please indicate the organizational structure of your company: **Corporation.**
4. If your organization is a corporation, answer the following:
  - a. Date of Incorporation: **6/1/1994**
  - b. State of Incorporation: **Texas**

## **B. LICENSING**

1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. **Trades above in TX and LA (LA License #52885).**
2. List jurisdictions in which your organization's partnership or trade name is filed. **Texas & Louisiana.**

## **C. EXPERIENCE**

1. List the categories of work that your organization normally performs with its own forces.  
**All work done with own forces.**
2. Claims and Suits.
  - a. Has your organization ever failed to complete any work awarded to it? **NO.**
  - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? **NO.**
  - c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? **NO.**
3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? **NO.**
4. On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date.  
**Available upon request.**
  - a. State total worth of work in progress and under contract: **\$4,200,000.00**
5. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, and contract amount, date of completion and percentage of the cost of the work performed with your own forces.  
**Available upon request (all work completed with own forces).**

a. State average annual amount of construction work performed during the past five years:  
2015 4.2 M 2014 3.2 M 2013 2.8 M 2012 3.1 M 2011 3.2 M

b. Largest jobs in the past three years:  
2015 \$293,375.00 2014 \$289,499.00 2013 \$225,250.00

6. On a separate sheet, list the construction experience of the key individuals of your organization.

<b>Kirk Van Hook</b>	<b>President</b>	<b>38 years exp.</b>	<b>Athletic Flooring</b>
<b>Rebecca Kemp</b>	<b>Executive Director</b>	<b>8 years exp.</b>	<b>Athletic Flooring</b>
<b>Clay Parsley</b>	<b>Operations</b>	<b>34 years exp.</b>	<b>Athletic Flooring</b>

7. List your company's Experience Modification Rate (EMR) for the past three years.

2015 .87 2014 .85 2013 .83 2012 .82 2011 .81

8. Does your company have a written safety program? **YES.**

9. Does your company have an orientation program for new hires? **YES.**

#### D. REFERENCES

1. Trade References:

<b>a. Action Floors</b>	<b>Ron Fenhaus</b>	<b>800-746-3512</b>
<b>b. Simon Signs</b>	<b>Allen Simon</b>	<b>800-359-0024</b>
<b>c. 84 Lumber</b>	<b>Bob Villareal</b>	<b>806-698-8885</b>
<b>d. PoloPlaz</b>	<b>Chad Baker</b>	<b>800-421-7319</b>

2. General Contractor References:

<b>a. Purcell Construction</b>	<b>Larry Purcell</b>	<b>281-548-1000</b>
<b>b. Joeris G.C.</b>	<b>Dan Byrom</b>	<b>210-494-1638</b>
<b>c. Gamma Construction</b>	<b>Jason Pierce</b>	<b>713-963-0086</b>
<b>d. Drymalla Construction</b>	<b>Jason Labay</b>	<b>979-732-5731</b>
<b>g. Division One</b>	<b>Todd Hamby</b>	<b>713-688-7330</b>
<b>h. Huseman Builders</b>	<b>Len Schmidt</b>	<b>806-557-4088</b>
<b>b. J.E. Kingham Construction</b>	<b>Robert Hileman</b>	<b>936-564-3329</b>

3. School District References:

<b>a. Barbers Hill ISD</b>	<b>Becky Johnson</b>	<b>281-576-2221</b>
<b>b. Weslaco ISD</b>	<b>Coach Rojas</b>	<b>956-969-6894</b>
<b>c. Houston ISD</b>	<b>Frank Hodges</b>	<b>713-676-9612</b>
<b>d. Tuloso-Midway ISD</b>	<b>Patrick Hernandez</b>	<b>210-860-2490</b>
<b>e. Nederland ISD</b>	<b>Ronnie Trahan</b>	<b>409-724-2391</b>
<b>f. Alief ISD</b>	<b>Wrandy Webb</b>	<b>281-498-8110</b>
<b>g. Cy Fair ISD</b>	<b>Russell Rucker</b>	<b>281-897-4057</b>
<b>h. La Joya ISD</b>	<b>Jorge Garcia</b>	<b>956-580-5465</b>
<b>i. Apple Springs ISD</b>	<b>Cody Moree</b>	<b>936-831-3344</b>

4. Bank Reference:

a. Bank Name:	<b>Bank of America</b>	
b. Address:	<b>2223 Gessner Drive</b>	<b>Houston, TX 77080</b>
c. Contact & phone:	<b>Rita Oldani</b>	<b>888-852-5000</b>

5. Surety:

a. Bonding company:	<b>Contract Bond Agency-Diane Brown</b>
b. Address:	<b>2525 Ridgmar Boulevard, Suite 320, Fort Worth, TX 76116</b>
b. Phone of agent:	<b>817-731-2568 office 817-731-3117 fax</b>
c. Bonding Limit:	<b>1.0 Million per project/4.0 Million aggregate</b>
d. Years with bonding company:	<b>21 years</b>

6. Insurance: **Sample certificate is available upon request.**

a. Agent:	<b>Victory Insurance--Brian Putnum</b>	<b>Phone: 281-485-7500</b>
b. Worker's Comp Policy Number:	<b>TSF1275921 with Texas Mutual</b>	