

# TIPS VENDOR AGREEMENT

Between Sports Floors, Inc and  
(Company Name)

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

**RFP 180903 Gym Floors, Repairs, Replacements and Services PART 1**

## 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

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 unless otherwise specifically agreed in writing by the parties.

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 addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## 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”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

## 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 all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

## Customer Support

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

## Agreements

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

## Tax exempt status

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

## Assignments of Agreements

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

## Disclosures

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

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 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 three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

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

### **Shipments**

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

### **Invoices**

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

## Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

## Pricing

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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. 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 and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## Indemnity

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

### **State of Texas Franchise Tax**

By signature hereon, the 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 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 and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

### **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 goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

## **Novation**

If awarded vendor sells or transfers all assets 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. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

## **Site Requirements (only 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 the TIPS Member's or local smoking statutes, codes or policies.

## **Marketing**

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

### **Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement 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 unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

### **Survival Clause**

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

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in 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 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 time, format and at the location acceptable to 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.

### **Project Delivery Order Procedures**

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

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

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

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

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

### **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 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 related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.



**Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, 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.**

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

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

You certify that your company is not listed on and 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 if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

**Insurance Requirements**

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

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits
<b>Umbrella Liability</b>	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

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

## Special Terms and Conditions

- **Agreements:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
  - **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging entities to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Order Confirmation:** All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
  - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.
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Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 180903 Gym Floors, Repairs, Replacements and Services - PART 1 only

Company Name Sports Floors Inc.

Address 6651 Reese Road

City Memphis State TN Zip 38133

Phone 901-452-9492 Fax 901-452-9250

Email of Authorized Representative bruce@sportsfloorsinc.com

Name of Authorized Representative Bruce Gleneck

Title President

Signature of Authorized Representative 

Date 10/04/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 11/14/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x	Department Building		Department Building
Fax		Floor/Room		Floor/Room
Bid Number	180903	Telephone	+1 (866) 839-8477 x	Telephone
Title	Gym Floors, Repairs, Replacements and Services (2 Part) with JOC Section	Fax	+1 (866) 839-8472 x	Fax
Bid Type	RFP	Email	bids@tips-usa.com	Email
Issue Date	9/6/2018 08:03 AM (CT)			
Close Date	10/19/2018 03:00:00 PM (CT)			

## Supplier Information

Company Sports Floors, Inc.  
 Address 6651 Reese Road  
 Memphis, TN 38133

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (901) 452-9492  
 Fax  
 Email

Submitted 10/4/2018 11:23:57 AM (CT)  
 Total \$0.00

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

Signature Clayton Chaney

Email clayton@sportsfloorsinc.com

## Supplier Notes

## Bid Notes

This is a two part solicitation. Part 1 is for (INSERT INFORMATION)non construction services and Part 2 is for the construction related installations.

## 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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> 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?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AL, AR, LA, MS & TN
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.)	Sports Floors, Inc. installs, repairs and maintains wood and synthetic athletic floor systems.
6	Primary Contact Name	Primary Contact Name	Clayton Chaney
7	Primary Contact Title	Primary Contact Title	Project Specialist/Estimator
8	Primary Contact Email	Primary Contact Email	clayton@sportsfloorsinc.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	901-452-9492
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	901452-9250
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Bruce Gleneck
13	Secondary Contact Title	Secondary Contact Title	President
14	Secondary Contact Email	Secondary Contact Email	bruce@sportsfloorsinc.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	901-452-9492
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	901-331-7578
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Becky Hopper

19	Admin Fee Contact Email	Admin Fee Contact Email	becky@sportsfloorsinc.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	901-452-9492
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Clayton Chaney
22	Purchase Order Contact Email	Purchase Order Contact Email	clayton@sportsfloorsinc.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	901-452-9492
24	Company Website	Company Website (Format - www.company.com)	www.sportsfloorsinc.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	62-1622043
26	Primary Address	Primary Address	6651 Reese Road
27	Primary Address City	Primary Address City	Memphis
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TN
29	Primary Address Zip	Primary Address Zip	38133
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Sports Floors, Inc., Wood Athletic Flooring, Sport Flooring, Resilient Athletic Floor, Synthetic Athletic Flooring, Rubber Flooring, Screen & Recoat, Gym Floor, Sand & Refinish
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?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Memphis
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TN

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT	0%
	<p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.</p> <p>What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p>	
36 TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor 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)
37 Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38 Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39 Years Experience	Company years experience in this category?	24
40 Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(If yes, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
41 Price discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42 Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No

43 NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
	<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. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	
44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO</p> <p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a> There is an optional upload for this form provided if you have a conflict and must file the form.</p>	No
45 Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	
46 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
47 Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	
48 Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(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;</p> <p>(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. &amp; Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(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.</p>	(No Response Required)



## Instructions for Certification:

(No Response Required)

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

transaction originated may pursue available remedies, including suspension and / or debarment.

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

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

51 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. 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](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

52 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:

(No Response Required)

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

The ESC Region 8 and TIPS Members 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.

53 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?

Yes

54 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?

Yes

55	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to 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.</p> <p>Does vendor agree?</p>	Yes
56	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> <p>Does vendor agree?</p>	Yes
57	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

<p>58 2 CFR PART 200 Procurement of Recovered Materials</p>	<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> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	<p>Yes</p>
<p>59 Certification Regarding Lobbying</p>	<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>I HAVE NOT Lobbied per above</p>
<p>60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"</p>	<p>ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.</p>	<p>(No Response Required)</p>

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES
- 62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. YES
- (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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

(No Response Required)

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 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. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

(No Response Required)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C.

3701-3708).

65 Indemnification

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

Yes

66 Remedies

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

Yes, I Agree

67 Remedies Explanation of No Answer



68	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. 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
69	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
70	Alternative Dispute Resolution Explanation of No Answer		
71	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
72	Infringement(s) Explanation of No Answer		

73 Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?</p>	Yes, I Agree
74 Acts or Omissions Explanation of No Answer		
75 Contract Governance	<p>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.</p>	Yes
76 Payment Terms and Funding Out Clause	<p>Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>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?</p>	Yes
77 Insurance and Fingerprint Requirements Information	<p>Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</p> <p>Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <a href="http://www.statutes.legis.state.tx.us/">http://www.statutes.legis.state.tx.us/</a> If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at <a href="mailto:NCJU@txdps.state.tx.us">NCJU@txdps.state.tx.us</a> and you should send an email identifying you as a contractor to a Texas Independent</p>	(No Response Required)

School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

- 79 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)
- 80 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES  
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.  
The relevant section addressed by this form reads as follows:  
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg,TX,75686  
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.  
AND  
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
- I swear and affirm that the above is true and correct.

81	Logos and other company marks	Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred	(No Response Required)
		<p>Potential uses of company logo:</p> <ul style="list-style-type: none"> <li>* Your Vendor Profile Page of TIPS website</li> <li>* Potentially on TIPS website scroll bar for Top Performing Vendors</li> <li>* TIPS Quarterly eNewsletter sent to TIPS Members</li> <li>* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)</li> </ul>	
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	<p>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.</p> <p>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.</p> <p>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.</p>	
84	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
85	Agreement Exceptions/Deviations Explanation	<p>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.</p>	
86	Long Term Cost Evaluation Criterion # 4 on PART 1 EVALUATION ONLY	<p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".</p> <p>Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by</p>	price increases will be < 5% annually per question

supporting documentation, receive 0 points.

---

Line Items

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Response Total: \$0.00

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CERTIFICATION BY CORPORATE OFFERER

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

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

OFFERER: Sports Floors, Inc.  
(Name of Corporation)

Bruce Gleneck <sup>President</sup> certify that I am the ~~Secretary~~ <sup>President</sup> of the Corporation  
I, (Name of Corporate Secretary) President

named as OFFERER herein above; that

Bruce Gleneck  
(Name of person who completed proposal document)

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

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

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



CORPORATE SEAL if available

Bruce A. Gleneck  
SIGNATURE

10/04/18  
DATE

Insert TIPS RFP# 180903

**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.**

Sports Floors, Inc.

Name of company claiming confidential status of material

Bruce Gleneck, President

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

6651 Reese Road Memphis TN 38133 901-452-9402

Address City State ZIP Phone

ATTACHED ARE COPIES OF 9 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature *Bruce A. Gleneck* Date 10/04/18

**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.

Printed Name authorized company officer Title of authorized company officer

Address City State ZIP Phone

Signature Date

STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 52814  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SPORTS FLOORS INC/ DBA SPORTS FLOORS OF THE SOUTHEAST INC

MEMPHIS, TN 38133

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

REP: RECIPROCITY STATE OF TENNESSEE, SC: INSTALLATION OF ATHELETIC FLOORING

until June 30, 2019

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of June, 2018

142393

SECRETARY-TREASURER

CHAIRMAN

*State of Arkansas*  
**Commercial Contractors Licensing Board**

SPORTS FLOORS, INC.  
6651 REESE RD  
MEMPHIS, TN 38133

SPORTS FLOORS, INC.

**This is to Certify That**

~~is duly licensed under the provisions of Ark. Code Ann. § 17-25-101-et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:~~

**SPECIALTY**

Floors, Floor Covering

Special Coatings or Applications, Caulking, Waterproofing

~~This contractor has an unlimited suggested bid limit.~~

from March 30, 2018 until April 30, 2019 when this Certificate expires.

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



*Ray [Signature]*

CHAIRMAN

*Mark [Signature]*

SECRETARY

March 30, 2018 - sh

State of  Louisiana

State Licensing Board for Contractors

This is to Certify that:

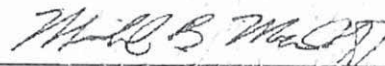
SPORTS FLOORS, INC.  
6651 Reese Road  
Memphis, TN 38133


is duly licensed and entitled to practice the following classifications

SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 22nd day of June 2016

  
Director

  
Chairman

Expiration Date: June 21, 2019

License No: 47861

This License Is Not Transferrable

  
Treasurer

# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

SPORTS FLOORS, INC.  
6651 REESE ROAD  
MEMPHIS, TN 38133

is duly registered and entitled to perform

1) BLEACHERS AND GRANDSTANDS 2) FLOOR COVERING



*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 25 day of Aug., 2018*

CERTIFICATE OF RESPONSIBILITY

No. 11744-SC

Expires Aug. 25, 2019

*Jael A. Canell*

CHAIRMAN OF THE BOARD

# State of Tennessee

335356 10617142

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

SPORTS FLOORS, INC.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 38777  
LIC STATUS: ACTIVE  
EXPIRATION DATE: August 31, 2019  
AGLM "\$1,106,590.00; S-Sports Arena



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



**Installer Warranty of Sports Floors, Inc.**

- This is the warranty for the installation of the sports flooring installed at your facility. Please have a representative of the owner sign and date the copies.  
Please return one executed copy to:  
*Sports Floors, Inc.*  
*6651 Reese Road*  
*Memphis, TN 38133*  
Keep one copy for your files.

**Warranty Certificates of Connor Sports Flooring Corporation (Manufacturer & Installer)**

- This is the warranty for the maple and sub-floor components installed at your facility. Please have a representative of the owner sign and date the copies.  
Please return one executed copy to:  
*Connor Sports Flooring*  
*251 Industrial Park Road*  
*Amasa, MI 49903*  
Keep one copy of each for your files.

**Sports Floors, Inc. & Connor Sports Flooring Care and Maintenance Guides**

- Please post in office of superintendent, maintenance engineer, or custodian.
- Temporary Game Lines

**MFMA Statements - Additional Information**

- |                           |                    |
|---------------------------|--------------------|
| - Cupping & Crowning      | - Poly Balls       |
| - Daily Floor Care        | - Power Scrubbers  |
| - Expansion Spacing       | - Refinishing      |
| - Expansion Voids         | - Scissor Lifts    |
| - Finish Peeling/Chipping | - Shrinkage Cracks |
| - Floor Squeaks           | - Swirl Marks      |
| - Humidity                | - Tape on Floor    |

Thank you for the opportunity to meet your sports flooring needs. If you have any questions, please call.

*Clayton Chaney*

Clayton Chaney  
Sports Floors, Inc.





WARRANTY CERTIFICATE  
OF CONNOR SPORTS FLOORING CORPORATION  
Laytite Maple Flooring and Synthetic Flooring Material

**CONNOR SPORTS FLOORING CORPORATION WARRANTY**

Connor Sports Flooring Corporation hereby warrants the Connor 25/32" X 2-1/4" MFMA HARD MAPLE flooring, and materials provided by Connor for the FOCUS floor system in the STUBBLEFIELD GYMNASIUM installed at THE UNIVERSITY OF ARKANSAS FORT SMITH in FORT SMITH, AR for a period of 1 year, beginning AUGUST 7, 2018 on the terms and conditions contained herein.

Connor Sports Flooring Corporation warrants (i) its Laytite Maple Flooring Materials to be free from defects in material (in accordance with the wood grade delivered) and its workmanship and (ii) its Synthetic Flooring materials to be in accordance with the applicable technical and chemical specification. Any such defects will be corrected free of charge by Connor Sports Flooring Corporation within thirty (30) days after the defect was discovered by Buyer or should have been discovered.

This warranty is conditioned upon the proper maintenance and care of the floor as described in the Connor Sports Flooring Corporation Care and Maintenance Guide (copy attached) as supplied to the owner of the project described above (the Owner).

This warranty is expressly limited to the Flooring Materials supplied by Connor Sports Flooring Corporation. This warranty does not cover floor damage caused (wholly or in part) by fire, winds, floods, moisture, other unfavorable abuse, negligent or intentional misconduct, aging, faulty building construction, concrete slab separation, unprofessional installation of Connor flooring systems.

Connor Sports Flooring Corporation shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling or use of the materials (goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of materials (goods) not complying with this agreement, or, at Connor Sports Flooring Corporations election, to the repayment of, or crediting Buyers with, an amount equal to the purchase price of such materials (goods), whether such claims are for breach of warranty or negligence. Any claim by Buyer with reference to the materials (goods) sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Connor Sports Flooring Corporation in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claim breach.

It is hereby expressly agreed that Connor Sports Flooring Corporation shall not be liable for any liability for incidental, consequential, multiple or punitive damages.

This warranty is contingent upon the receipt by Connor Sports Flooring Corporation of the Warranty Certificate signed by Owner upon delivery of Connor Sports Flooring Corporation flooring.

Connor Sports  
Flooring Corporation

Accepted by Owner

BY 

DATE \_\_\_\_\_

Date SEMPTEMBER 9, 2018

Name and Title \_\_\_\_\_

Name and Title \_\_\_\_\_

Randy Randjelovic

Company \_\_\_\_\_

Technical Manager

Address \_\_\_\_\_

**SAMPLE**  
INSTALLER WARRANTY

Sports Floors, Inc. hereby warrants the workmanship and installation of the Focus with Profile Panel system installed at Stubblefield Gym, University of Arkansas Fort Smith, for a period of 1 year, beginning August 7, 2018. Any defects arising from our workmanship in installing the flooring system will be corrected free of charge, subject to the conditions set forth in this warranty.

Installer shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the installation of the materials (goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of item installed not complying with this agreement, or, at installers election, to the repayment of, or crediting Buyers with, and amount equal to the cost of installation, whether such claims are for breach of warranty or negligence. Any claim by Buyer with reference to the installation done hereunder for any cause shall be deemed waived by Buyer unless submitted to Installer in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach.

Installer

Accepted by Owner

*Bruce Gleneck*

Name and Title

Sports Floors, Inc.

COMPANY

Date September 10, 2018

Name and Title

COMPANY

Address

Date

Please mail to:

Connor Sports Flooring Corporation

251 Industrial Park Road

Amasa MI 49903

**Attachment-Connor Sports Flooring Corporation Care and Maintenance Guide**



**INSTALLER WARRANTY**

Sports Floors, Inc. (Installer) hereby warrants the installation of the Focus with Profile Panel system installed at Stubblefield Gym University of Arkansas Fort Smith, Fort Smith, AR in accordance with professional standards for a period of (1) year, beginning August 7, 2018. Any defects/problems arising from installing the flooring system will be evaluated, subject to the conditions set forth in this Warranty.

Any claim by Buyer with reference to the installation done hereunder for any cause shall be deemed waived by Buyer unless submitted to Installer in writing within (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Sports Floors, Inc. makes no other Warranty, either express or implied, in connection with the installation services or in connection with the goods or materials supplied. This disclaimer by Sports Floors, Inc. in no way affects the terms of the manufacturer's warranty.

In order for Warranty to remain in full effect, reasonable care and conditions within the floor and its facility must be properly maintained. This includes, without limitation, following manufacturer's guidelines which are attached to this warranty, and hereby become part of this warranty document. Not following these guidelines will void warranty.

The warranty herein shall be limited to a refund of the price portion actually paid for the claim in question or repair, at the option of Sports Floors, Inc. Any pertaining retainage is exclusive to the job and should be paid in total upon completion of the project.

Bruce Gleneck Installer Signature September 10, 2018 Date

Bruce Gleneck, President

\_\_\_\_\_  
Signature Accepted by Owner \_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name and Title



# SPORTS FLOORS INC.

---

## SIX STEPS FOR PROPER DAILY MAINTENANCE

- 1) SWEEP THE FLOOR DAILY with a properly treated dust mop. If the floor is used heavily, sweep it up to three times per day.
- 2) WIPE UP SPILLS and any moisture on the floor surface.
- 3) MAKE SURE THE HEATING/VENTILATING/AIR CONDITIONING SYSTEM IS FUNCTIONING PROPERLY and set to maintain indoor relative humidity between 35 percent and 50 percent year round. In areas of consistently high or low outside humidity, a 15 percent fluctuation will not adversely affect the maple.
- 4) REMOVE HEEL MARKS using an approved floor cleaner applied with a soft cloth or a dust mop. Contact your floor finish manufacturer for approved cleaning products.
- 5) INSPECT FLOOR FOR TIGHTENING OR SHRINKAGE. During wet weather, check for water leakage around doors and windows. Remove debris from expansion voids.
- 6) ALWAYS PROTECT THE FLOOR when moving heavy portable equipment or lifts. Ensure portable equipment does NOT have crowned wheels or wheels that include center ridges remaining from the molding process. These types of wheels can create very significant point loads.

## NEVER DO THE FOLLOWING

- NEVER shut down the ventilation system in your facility for a prolonged period of time.
- NEVER clean your MFMA floor using scrubbing machinery or power scrubbers that use water. Water is your floor's worst enemy!
- NEVER attempt to modify or repair your MFMA sports floor without first consulting your MFMA contractor.
- NEVER use household cleaning products or procedures. They can be harmful to the floor finish and to the wood and may leave floors sticky or slippery, and potentially harmful for athletes. Your MFMA finish manufacturer will recommend the proper cleaning and maintenance materials for your MFMA sports floor.

*Wood is naturally porous and can absorb and release moisture. If the humidity in your facility rises, your wood floor will absorb that moisture, causing it to expand. If the humidity falls, your wood floor will release moisture, causing it to shrink. Many installations include expansion voids around the perimeter and around columns or floor inserts, plus expansion joints built into the floor surface. These features permit natural, normal expansion and contraction without damage to the floor. Too much moisture causes abnormal expansion, which can lead to cupping or buckling of your floor. In abnormally dry conditions the wood will contract, leaving separations between flooring strips.*

*Sports Floors, Inc. can provide a floor care kit and DVD instructional video upon completion of your project.*



**CONNOR SPORTS**

**SPORTS FLOORS, INC.**

**CARING FOR YOUR**

**HARDWOOD  
SYSTEM**

## IMPORTANT

### NEVER

shut down the ventilating system in your facility for a prolonged period of time.

### NEVER

use household cleaning products or procedures. They can be harmful to the floor finish and to the wood and may also leave floors sticky or slippery, and potentially harmful to athletes.

### NEVER

clean your floor using scrubbing machinery or power scrubbers that use water under pressure. Water is your floor's worst enemy!

### NEVER

attempt to modify or repair your sports floor without first consulting with your flooring contractor. Do not block or obstruct expansion spaces around the floors perimeter or adjacent to columns and inserts. Make adequate expansion provisions in flooring and subfloor before lagging fixtures, equipment or bleachers through the floor system into the concrete.

**Please post in office of superintendent, maintenance engineer, or custodian.**

The Connor warranty is solely based on strict compliance with the care and maintenance outlined on this card and the general specifications provided at [connorfloor.com](http://connorfloor.com). Should you require further clarification, please call Connor Customer Service at 1-800-833-7144.

## GENERAL CARE

### HUMIDITY AND VENTILATION

Since all wood flooring will expand and contract as relative humidity varies, it is important to minimize extremes between low and high. Hardwood flooring is manufactured at moisture content most compatible with a 35%–50% relative humidity range.

Geographical regions and available mechanicals determine the typical range of temperature and humidity for each facility. Maintaining a 15% fluctuation between highest and lowest average indoor relative humidity provides limited shrinkage and growth.

### EXCESSIVE SEPARATION AND TIGHTENING

Separation between flooring boards commonly develops during winter low humidity, and flooring typically aligns generally tight during peak summer humidity conditions. While moderate shrinkage and expansion is normal, make use of available HVAC systems to prevent excessive tightening and shrinkage of flooring.

### KEEP WATER AND GRIT OFF THE FLOOR SURFACE

Protect your floors from tracking moisture and grit at exterior doorways by providing suitable floor mats, and check mats frequently to assure no moisture is trapped underneath. Correct all leaks immediately and protect your floor from excessive condensation moisture by properly insulating ductwork, interior drains, and downspouts. Any dampness within your building should be brought to the attention of your architect and engineers.

## DAILY CARE

### SWEEPING THE FLOOR

Sweep your floor daily with a dry dust mop. Floors with heavy use should be dust mopped up to three times a day.

For more thorough daily cleaning, an untreated dust mop may be sprayed with approved diluted (warm water) floor cleaner\* especially compatible with gym floor finishes. Apply cleaning solution to dust mop and not directly to floor, and replace soiled dust mop covers as necessary. Do not allow cleaning residue to build up on the floor surface from excess treatment of dust mop.

## SPILLAGE/SPOTS/STAINS

Wipe liquid spills and water from the floor immediately with a thoroughly wrung soft cloth or thoroughly wrung mop dampened with approved floor cleaner.

Remove chewing gum by applying crushed ice in a plastic bag until the gum becomes brittle enough to crumble off the floor surface. Clean remaining residue with cloth dampened with floor cleaner.

Remove aggressive marks (black marks, rubber burns) with cloth dampened with cleaner.

Apply cleaners using a soft cloth, never a rough or textured cloth.

## FLOOR LOADS

Significant point and/or area loads can affect the integrity of the wood floor surface and athletic subfloor components.

## POINT LOADS

Point loads refers to concentration of weight on a small area of the floor surface. Examples of high point loads include wheels that are crowned or tapered rather than those making full and flat contact, and wheels that include center ridges remaining from the molding process. Other examples of destructive point loads include shoe cleats, and table or chair legs with small contact points.

## AREA LOADS

Area loads refers to broad based loads that are less likely to compress wood fibers, but if significant are likely to damage flooring and/or subfloor components. Examples of excessive area loads include maintenance equipment such as hoists and lift vehicles.

## APPROPRIATE PROTECTION

Application of particular loads such as portable basketball goals and equipment storage carts can require additional wheels. Maintenance equipment such as hoists, lifts and outriggers can require acceptable protective material on the floor such as a layer(s) of sheeting and floor finish protection such as red rosin paper.

\* Approved floor cleaner, such as "Poloplaz Hardwood Floor Cleaner", may be sourced through Poloplaz (800-421-7319) [www.poloplaz.com](http://www.poloplaz.com).

\* Your installing contractor or maintenance supplier may offer an alternate cleaning concentrate that can be diluted and used in the manner described, however it must be compatible with the gym finish and contain no oils, silicones or waxes.



# POLOPLAZ

1 Paradise Park Rd. • Jacksonville, AR 72076, USA • 501-985-1172 • Fax 501-985-1359 • 1-800-421-7319  
www.polo plaz.com

## Temporary Game Lines

### Recommendation:

Temporary game line tape is never recommended on sports floors coated with polyurethane. There is a high risk of delaminating the finish from the floor when removing the tape. However, if tape must be used, use it at your own risk and follow these procedures to minimize damages:

1. The finish on the floor must be cured for at least 30 days.
2. Use only lightweight tapes that are easy to remove (3M brand 3051)
3. Do not leave the tape on the floor longer than 24 hours.

### Alternative Solution:

Water-based tempura paint can also be used as temporary lines. The finish should be cured for a minimum of 30 days before using these paints. Test the paint first by applying to a small inconspicuous area. Allow that paint to dry completely, and then remove it with a small amount of warm soapy water on a rag or sponge. If the paint removes easily and completely, then apply to remainder of floor as game lines.

### **WARNING!!**

1. **Tempura paints can sometimes attack and dull the sheen of the finish. These paints should be removed as soon as possible. Be sure to test paint before using.**
2. **Use only white tempura paint. Other colors can bleed into the finish.**





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## Cupping and Crowning

Cupping and crowning are two unfortunate results of excessive moisture in maple flooring.

All moisture content increases cause wood products to expand. Due to the cellular structure of flat-sawn maple flooring, expansion takes place primarily across the width of each strip. When flooring strips in a maple system take on enough moisture to expand and eliminate all available horizontal expansion space, individual boards will expand upward at the edges causing the surface condition commonly known as cupping. Cupping is caused by a moisture imbalance through the thickness of the maple — moisture contents in each strip of flooring are higher at the bottom than on the surface.

If cupping is severe enough, a condition known as "compression set" can occur. Compression set is caused by severe expansion pressure from excessive moisture causing individual boards to crush each other. Individual cells on the edges of each maple strip are permanently deformed or crushed, leaving excessive cracks and ragged edges when the material returns to its normal moisture content.

Crowning is the opposite of cupping. The center of each flooring strip is higher than its edges. Moisture imbalance is sometimes the cause of crowning if excessive moisture is introduced on the top of the floor due to roof leaks, spills or improper maintenance procedures. However, crowning is more commonly caused by sanding a cupped floor before the moisture content in the maple returns to a uniform and normal condition top to bottom.

Sanding while the flooring is still cupped will result in the loss of flooring material on the edges of each board. Once all excess moisture works its way out of the flooring materials, the maple will return to a flat condition - except where the original edges of the strips were sanded off, leaving voids at the edges of each flooring row.

Some slight cupping and/or crowning may occur naturally and is acceptable. The "bark" side of a maple log will shrink/swell more than the center of a maple log, and this minor expansion/contraction variation is more noticeable in areas of the country that experience significant seasonal moisture content changes and on floors containing wider face-width maple strips.

MFMA and all its member manufacturers have published specifications which prescribe optimum temperature and humidity ranges to ensure proper flooring performance and reduce the likelihood that cupping or crowning will ever develop on a maple floor.

MFMA recommends maintaining indoor temperatures between 55 and 75 degrees and indoor relative humidities between 35 percent and 50 percent year round. If the flooring materials are properly acclimated, a 15 percent fluctuation in indoor relative humidity will not adversely affect the maple. Excessive shrinkage and/or expansion may occur with indoor relative humidity variations in excess of 15 percent.

If you have additional questions, please contact MFMA's Technical Director at 847-480-9138.

*Revised 02/13*

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## Daily Floor Care

### Six Steps for Proper Daily Maintenance:

**SWEEP THE FLOOR DAILY** with a properly treated dust mop. If the floor is used heavily, sweep it up to three times per day.

**WIPE UP SPILLS** and any moisture on the floor surface.

**MAKE SURE THE HEATING/VENTILATING/AIR CONDITIONING SYSTEM IS FUNCTIONING PROPERLY** and set to maintain indoor relative humidities between 35 percent and 50 percent year round. In areas of consistently high or low outside humidity, a 15 percent fluctuation will not adversely affect the maple.

**REMOVE HEEL MARKS** using an approved floor cleaner applied with a soft cloth or a dust mop. Contact your floor finish manufacturer for approved cleaning products.

**INSPECT FLOOR FOR TIGHTENING OR SHRINKAGE.** During wet weather, check for water leakage around doors and windows. Remove debris from expansion voids.

**ALWAYS PROTECT THE FLOOR** when moving heavy portable equipment or lifts. Ensure portable equipment does **NOT** have crowned wheels or wheels that include center ridges remaining from the molding process. These types of wheels can create very significant point loads.

### Never Do the Following:

**NEVER** shut down the ventilation system in your facility for a prolonged period of time.

**NEVER** clean your MFMA floor using scrubbing machinery or power scrubbers that use water. Water is your floor's worst enemy!

**NEVER** attempt to modify or repair your MFMA sports floor without first consulting your MFMA contractor.

**NEVER** use household cleaning products or procedures. They can be harmful to the floor finish and to the wood and may leave floors sticky or slippery, and potentially harmful for athletes. Your MFMA finish manufacturer will recommend the proper cleaning and maintenance materials for your MFMA sports floor.

Wood is naturally porous and can absorb and release moisture. If the humidity in your facility rises, your wood floor will absorb that moisture, causing it to expand. If the humidity falls, your wood floor will release moisture, causing it to shrink. Many installations include expansion voids around the perimeter and around columns or floor inserts, plus expansion joints built into the floor surface. These features permit natural, normal expansion and contraction without damage to the floor. Too much moisture causes abnormal expansion, which can lead to cupping or buckling of your floor. In abnormally dry conditions the wood will contract, leaving separations between flooring strips.

Direct all questions about your MFMA maple sports floor to your MFMA Sport Floor Contractor [[/About-MFMA/Find-a-Contractor.aspx](#)].

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## Expansion Spacing ("Washer Rows")

Wood is a hygroscopic material. When exposed to varying temperature and humidities, it will release or absorb moisture until it is at equilibrium with the surrounding atmosphere.

Maple floors in the United States experience moderate seasonal moisture content swings as a result of normal climate changes during the year. For example, in an average year, maple flooring in lower Michigan experiences a 3 percent to 4 percent variation in moisture content, depending on location. A 4 percent swing can translate just less than 1/32" of expansion/contraction for each 2 1/4" face-width board in a maple flooring system.

To ensure successful placement and performance, many contractors install intermediate expansion spaces at regular intervals across the surface to allow maple expansion as normal seasonal changes dictate. Intermediate expansion spacing (or "washer rows") is installed at the discretion of the flooring contractor based on flooring moisture contents at the time of installation and/or normal anticipated changes in moisture contents throughout the year. Although either 1/16" or 1/8" washers are commonly used, the 1/16" spacers require less movement of the flooring strips during expansion, and are less visually objectionable.

Please note that spacing and frequency of intermediate expansion spacing is directly related to the time of year that the flooring is installed, as well as the amount of acclimation time provided in the construction schedule. Until you have a firm construction timetable from the General Contractor, it is difficult to calculate the precise amount of expansion/contraction spacing that will need to be provided.

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## Expansion Voids

Expansion voids are areas in a maple sports flooring system where no flooring or subflooring components are installed, specifically to provide space for system movement. Expansion voids are usually found at the perimeter of a floor and at all vertical obstructions (bleacher anchors, volleyball inserts, floor electrical outlets and audio box hookups, etc.) within the borders of the floor.

Maple sports flooring systems are generally designed in either "fixed" or "floating" configurations. "Fixed" flooring systems are typically specified in locations where system movement is not anticipated or desired, and "floating" floor systems are typically specified in installations where system movement is anticipated.

All MFMA manufacturers have detailed specifications which call for installation of expansion voids at the perimeter and at all vertical obstructions on certain of their flooring systems. The installation of expansion voids at the system perimeter and at all vertical obstructions is required in most "floating" floor system specifications.

As a general rule, MFMA recommends that no fixtures, equipment or bleachers be anchored through "floating" maple sports flooring systems into the concrete subfloor without first cutting surface maple and wood subfloor components away from lag bases and permanent in-floor fixtures to provide proper space for normal system movement.

"Fixed" systems such as the generic Nail-in-Channel and Channel and Clip floors are designed to hold the flooring tightly in place, restraining the system from movement. Installation of expansion voids at the perimeter and at vertical obstructions is not usually required with these system configurations.

Consistent effort must be given to keep all expansion voids clean and free of debris. Regular attention to perimeter voids and floor insert locations will ensure flooring system movement as the system was designed. Buckling, warping and rolling of flooring components can occur when expansion voids are clogged with debris — impeding the system from free movement it was designed to accommodate.

MFMA and all of its member manufacturers have published specifications that prescribe optimum temperature and humidity ranges to ensure satisfactory performance and reduce the likelihood that any bind-up of components will ever occur on a maple floor installed with proper provision for system movement.

MFMA recommends maintaining indoor temperatures between 55 and 75 degrees and indoor relative humidities between 35 percent and 50 percent year round. If the flooring materials are properly acclimated, a 15 percent fluctuation in indoor relative humidity will not adversely affect the maple. Excessive shrinkage and/or expansion may occur with indoor relative humidity variations in excess of 15 percent, and variations of this magnitude may create difficulties with vertical obstructions in some "floating" flooring systems.

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## Finish Peeling/Chipping

Finish peeling and/or chipping, in a very moderate form, occasionally occurs in new maple installations that experience large swings in humidity levels. This condition most often develops over painted areas of the maple surface.

MFMA has no written policy or specification regarding the appearance or frequency of finish peeling and/or chipping in MFMA flooring installations. Finish peeling and/or chipping can be a result of expansion/contraction of the flooring system due to seasonal moisture level changes, which causes fractures in the finish in painted areas as maple flooring adjusts to drier indoor conditions during the heating season.

The "elastic" properties of many surface finishes are commonly restricted by application over less "elastic" game line paints. During the first heating season, a new maple floor will typically contract more than in subsequent years under the same environmental conditions. USDA performance data confirms this physical characteristic with all hardwood species.

Assuming drier than average conditions exist in a facility during the first heating season, above-average shrinkage may result in some paint fracture over maple joints and subsequent peeling or chipping of surface finish in these areas, regardless of the application methods used with the floor sealer, game marking paint and finish. With the use of tape or decals, floor finish may experience similar conditions.

Maple flooring adjusts to its environment over its lifetime. Typically, the most expansion/contraction is experienced in the first 18-24 months of a floor life. The Maple Flooring Manufacturers Association (MFMA) recommends maintaining indoor relative humidities between 35 percent and 50 percent, and air temperatures between 55 degrees and 75 degrees year-round.

By limiting wide swings in atmospheric conditions inside the facility, flooring owners and facility managers can reduce the expansion and contraction of the flooring system. If flooring materials are properly acclimated, a 15 percent fluctuation in indoor relative humidity will not adversely affect the maple. Excessive shrinkage and/or expansion may occur with indoor relative humidity variations in excess of 15 percent.

In buildings where air conditioning or humidification/dehumidification equipment is not available, many facility managers make use of circulating or venting fans. Other facilities have vent windows or corridor doors available to open as needed to improve air circulation.

Facilities without adequate HVAC equipment to regulate the indoor atmosphere, or those facilities that are "closed up" with no ventilation for long periods of time (summer breaks) are more likely to develop flooring problems directly related to environment. Floor finish peeling and/or chipping as a result of expansion/contraction cycles can be minimized by carefully monitoring and adjusting the indoor environment in the facility, particularly during the first year after installation.

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## Floor Squeaks

Flooring squeaks and "pops" are typically the result of the interplay between the tongue and groove in adjacent rows of strip flooring. Tongue and groove material rubs together during facility use, causing squeaking and popping sounds during either the loading or unloading phases of activity on the surface.

Maple flooring is a hygroscopic material. When exposed to varying temperatures and humidities, it will release or absorb moisture until it is at equilibrium with the surrounding atmosphere. This environmental interaction will cause individual flooring strips to expand or contract.

Regular seasonal flooring system movement combined with facility use at certain times during the year can result in the development of squeaks and "pops" in scattered locations when the match between tongue and groove in adjacent strips changes.

It is impossible to guarantee that any wood floor system will not develop squeaks or "pops" as a result of normal seasonal expansion and contraction. Due to resiliency requirements and multi-layer subfloor configurations, some systems tend to develop squeaks and "pops" more consistently at certain times of the year than other systems. Expansion/contraction cycles and resulting squeaking/popping difficulties can be minimized by maintaining a consistent indoor environment.

The Maple Flooring Manufacturers Association (MFMA) recommends maintaining air temperatures between 55 and 75 degrees, and indoor relative humidities between 35 and 50 percent year round. If flooring materials are properly acclimated, a 15 percent fluctuation in indoor relative humidity will not adversely affect the maple. Excessive shrinkage and/or expansion (and resulting squeaks/pops) may develop with indoor relative humidity variations in excess of 15 percent.

Remedies for noisy floors include the application of talcum powder in areas of occasional squeaks or pops, or the installation of additional mechanical fasteners (face-applied and plugged) in areas of persistent squeaks. The latter remedy may not be an option on certain floating floor systems.

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## Humidity and Environmental Recommendations

The Maple Flooring Manufacturers Association (MFMA) recommends maintaining indoor relative humidities between 35 percent and 50 percent, and air temperatures between 55 degrees and 75 degrees year-round. By limiting wide swings in atmospheric conditions inside the facility, you will reduce the expansion and contraction of the flooring system. If flooring materials are properly acclimated, a 15 percent fluctuation in indoor relative humidity will not adversely affect the maple. Excessive shrinkage and/or expansion may occur with indoor relative humidity variations in excess of 15 percent.

In buildings where air conditioning is not available, many facility managers make use of circulating or venting fans. Other facilities have vent windows or corridor doors available to open as needed to improve air circulation. Facilities without adequate HVAC equipment to regulate the indoor atmosphere, or those facilities that are "closed up" with no ventilation for long periods of time (summer breaks) are more likely to develop flooring problems directly related to environment.

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## Poly Balls

“Poly Balls” occasionally occur in new maple installations or during resurfacing or recoating of existing maple floors coated with oil based floor finish. The finish collects between flooring strips and cures at a much slower rate. With some new low-VOC oil-modified finishes the cure time has increased. Solvent-based finishes rely on exposure to oxygen to cure the film. A situation may occur when the finish is applied penetrates between the flooring strips.

Once the finish gets in between the flooring strips, it becomes more difficult for oxygen to react with the dryers in the finish. This allows the finish to remain partially cured for an indefinite period of time. When the moisture content of the flooring increases and closes the spacing between the boards, the finish that has not fully cured squeezes out from the side joints of the maple strips and appearing like little BB's on the surface of the flooring. When stepped on, poly balls flatten out or break open and leaving unsightly residue on the finish.

The floor should be swept daily to remove any poly balls that have broken free. A complete resurfacing is not necessary to remedy this minor problem. Contact your MFMA Installer or Finish Manufacturer for an evaluation for recommended remedial procedures. Extent and severity of poly balls varies dramatically, so a general recommendation is not possible.

The Maple Flooring Manufacturers Association (MFMA) recommends maintaining indoor relative humidities between 35 percent and 50 percent, and air temperatures between 55 degrees and 75 degrees year-round.

By limiting wide swings in atmospheric conditions inside the facility, you will reduce the expansion and contraction of the flooring system. If flooring materials are properly acclimated, a 15 percent fluctuation in indoor relative humidity will not adversely affect the maple. Excessive shrinkage and/or expansion may occur with indoor relative humidity variations in excess of 15 percent.

It is especially important to maintain this recommendation during the application of oil based floor finishing products. When conditions fall outside the recommended limits, finish oozing is a likely possibility, even if the floor was refinished several months before.

In buildings where air conditioning is not available, many facility managers make use of circulating or venting fans. Other facilities have vent windows or corridor doors available to open as needed to improve air circulation. Facilities without adequate HVAC equipment to regulate the indoor atmosphere, or those facilities which are "closed up" with no ventilation for long periods of time (summer breaks) are more likely to develop flooring problems directly related to environment.

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## Power Scrubbers

**The Maple Flooring Manufacturers Association does not recommend the use of automated power scrubbing equipment for general, daily, or weekly maintenance of your maple floor.**

The use of power scrubbing equipment may void warranties administered by your MFMA maple flooring system manufacturer and/or sport floor contractor. Before incorporating general maintenance procedures for your gym floor, the Maple Flooring Manufacturers Association strongly recommends reviewing your warranty and maintenance information provided to you by your MFMA sport floor contractor and/or MFMA maple manufacturer.

The use of automated power scrubbing equipment for general, daily, or weekly maintenance procedures may lead to specific side effects listed below.

### **Possible effects to maple floor boards**

- Shaling
- Splintering
- Excessive shrinkage and expansion
- Splitting of individual pieces of wood flooring
- Raised or Uneven sides
- Cupping

### **Possible effects to the floor finish and paint**

- Premature/excessive finish wear
- Chipping and peeling of paint and finish
- Swirl marks in the finish
- Dull finish appearance

Please direct all warranty questions and/or concerns to your MFMA sport floor contractor or MFMA maple flooring manufacturer. Please refer to the following web links below for contact information for your MFMA sport floor contractor and MFMA maple manufacturer.

[Find a Sport Floor Contractor \[/Find-a-Sport-Floor-Contractor\]](#)

[MFMA Maple Mill Manufacturers \[/Member-Mills\]](#)

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*Revised 01/10*

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## Annual Maintenance/ Refinishing

### Annual Maintenance/Refinishing

To preserve the beauty and life of your maple floor, the MFMA recommends that recreational surfaces receive periodic refinishing. Facility use, abuse, and maintenance will determine the appropriate refinishing schedule. Most gymnasium floors should be recoated annually.

Using a properly treated dust mop, thoroughly clean the floor. Before abrading the maple surface, walk the entire area to ensure that all foreign matter has been removed. Disk the floor with a fine-grit screenback or steel wool to abrade the top layer of old finish. Do not use steel wool if applying a water-based urethane product. Touch up any game line paint or markings if necessary, and lightly abrade those areas when dry. Tack rag the entire surface until it is thoroughly clean, paying particular attention to edges and corners. Apply an even coat of finish in accordance with the finish manufacturer's instructions. Allow to thoroughly dry.

**Note:** If recoating your maple floor on a biannual schedule, application of additional coats of finish may be necessary. See notation under "Finishing" for other precautions to assure long life and excellent performance.

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## Scissor Lifts

MFMA maple floor systems function extremely well under normal loads, however on occasion significant loads can have detrimental affects. Excessive loading like those resulting from the use of high point load scissor lifts can lead to surface degradation and/or weaken structural components leading to system failure.

MFMA always recommends using multi-layer protection when loading a flooring system with any size lift in order to protect the integrity of the system and quality of the surface finish.

Example, MFMA recommends that when a lift (total weight, machine, operator, and load not to exceed 4,500 lbs) is used on the floor system the floor should be protected with at least two layers of  $\frac{3}{4}$ " thick clean protective sheathing, with overlapping seams. Protective material should include suitable clean sheathing and floor finish protections such as red rosin paper.

When operating equipment, wheels should not travel outside of the protected area, this includes while the machine is stationary or being moved.

For lifts of any type where machine weight alone exceeds 3,500 lbs. consult your flooring manufacturer for further recommendations.

Note: Do not leave heavy loads on the floor overnight or for extended periods.

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mfma@maplefloor.org

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## Shrinkage Cracks

Wood is a hygroscopic material. When exposed to varying temperatures and humidities, it will release or absorb moisture until it is at equilibrium with the surrounding atmosphere.

The Maple Flooring Manufacturers Association (MFMA) recommends that the facility's environment be stable when the flooring materials arrive -- air temperature between 55 and 75 degrees and indoor relative humidity between 35 and 50 percent. In some cases, the maple should be stored in the room where it will be installed for a period of time to acclimate. Consult your MFMA installer for specific acclimation information.

After installation, maple flooring typically requires a year or two to stabilize -- through a complete cycle of seasonal changes. The floor will continue to adjust to environmental changes throughout its life span.

The appearance of shrinkage cracks during winter months is not unusual. These cracks will normally close in the spring and early summer, as the floor picks up moisture from the air. We do recommend the use of humidification/dehumidification systems if available to maintain proper humidity levels.

If cracks persist, and the indoor atmosphere has been maintained between 55 and 75 degrees and between 35-50 percent indoor relative humidity (or no more than a 15 percent fluctuation between highest and lowest average IRH), contact your flooring installer or the MFMA immediately.

If you have additional questions, please contact MFMA's Technical Director at 888-480-9138.

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Ask MFMA

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## Swirl Marks

Swirl marks, in a very moderate form, are fairly common in new maple installations where disc sanders are used in the flooring surface sanding process.

MFMA has no written policy or specification regarding the appearance or frequency of swirl marks in MFMA flooring installations. Generally speaking, minor swirl marks are apparent in some locations on most flooring installations. They are considered excessive if close-up inspection yields noticeable uneven or gouged areas of the flooring.

There can be a number of causes of swirl marks. The most common occurrence in the maple itself results from the use of disc sanders. These are very different from swirl marks between layers of finish, which are typically seen when lighting is reduced and angled reflections are observed.

Between-coat buffing is desirable to ensure proper adhesion of successive coats of finish, and in fact is required under certain finish manufacturer warranties. Flooring appearance in these cases is akin to a fresh wax job on a black automobile -- when viewed at a specific angle under specific lighting conditions, the marks are visible.

Swirl marks of this type are not damaging to the surface, nor will the marks impair the playability or performance of the system. Typically, the marks will soon begin to disappear as the oil-modified finish on the floor ambers with age.

The pace of ambering varies from product to product, but most color changes will take place between six months to fifteen months following the initial application. However, water-based finishes do not amber over time and if you think swirl marks are present, check the severity and contact your flooring installer.

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## Tape on a Maple Floor

MFMA does not recommend the use of masking, theatrical, construction, electrical, duct, adhesive or any other kind of tape to mark temporary court boundaries on the surface of a finished maple floor. It is likely that the tape, when removed, will peel away layers of the floor's surface finish. Most tapes promoted for temporary markings have a different coefficient of friction than finishes applied to the maple playing surface, and can impact a person's ability to start, stop and pivot. Removing the surface paint/finish and exposing the maple can result in additional chipping and peeling of the remaining paint/finish in adjacent areas.

In addition, most commonly available tapes contain adhesive resins that can etch or stain the floor finish or even the maple flooring below the temporary markings.

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