

TIPS VENDOR AGREEMENT

Between Desco Coatings, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 171103 Floor Coverings, Supplies 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.

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

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

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as 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.

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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" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

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

Customer Support

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

Agreements

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

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

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

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

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further 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 injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that 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.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Scope of Services

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

Project Delivery Order Procedures

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

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

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

Incorporation of Solicitation

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

that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

Special Terms and Conditions

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

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through 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.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 171103 Floor Coverings, Supplies and Services - Part 1

Company Name Desco Coatings, Inc.

Address 19890 W. 156th Street

City Olathe State KS Zip 66062

Phone 913.782.3330 Fax 913.782.0066

Email of Authorized Representative matt@descocoatings.com

Name of Authorized Representative Matt Huggins

Title President

Signature of Authorized Representative 

Date December 5, 2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 1/25/18

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 | | | Department Building |
| Fax | | | | Floor/Room |
| Bid Number | 171103 | Department Building | | Telephone |
| Title | Floor Coverings, Supplies and Services | | | Fax |
| Bid Type | RFP | | | Email |
| Issue Date | 11/2/2017 08:02 AM (CT) | Floor/Room | | |
| Close Date | 12/15/2017 03:00:00 PM (CT) | Telephone | +1 (866) 839-8477 | |
| | | Fax | +1 (866) 839-8472 | |
| | | Email | bids@tips-usa.com | |

Supplier Information

| | |
|------------|--|
| Company | Desco Systems of Arkansas, Inc. (Desco Coatings, Inc.) |
| Address | PO Box 2658 Olathe, KS 66063 |
| Contact | |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | (913) 782-3330 |
| Fax | (913) 780-6800 |
| Email | |
| Submitted | 12/14/2017 02:29:20 PM (CT) |
| Total | \$0.00 |

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

Signature Kimberly Baird

Email kimberly@descocoatings.com

Supplier Notes

Bid Notes

This is a Two-Part Solicitation

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|-------------------------------------|---|--|
| 1 | Yes - No | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. | No |
| 2 | Yes - No | Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. | No |
| 3 | Yes - No | The Vendor can provide services and/or products to all 50 US States? | No |
| 4 | States Served: | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) | Arkansas, Kansas, Missouri, Illinois, Nebraska, Oklahoma |
| 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.) | Desco Coatings, Inc. - Union installer of epoxy/resinous and Terrazzo flooring and base. |
| 6 | Primary Contact Name | Primary Contact Name | Kimberly Baird |
| 7 | Primary Contact Title | Primary Contact Title | Contract Administrator |
| 8 | Primary Contact Email | Primary Contact Email | kimberly@descocoatings.com |
| 9 | Primary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 913.353.9685 |
| 10 | Primary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 913.78200066 |
| 11 | Primary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | |
| 12 | Secondary Contact Name | Secondary Contact Name | Cole Isbell |
| 13 | Secondary Contact Title | Secondary Contact Title | Vice President |
| 14 | Secondary Contact Email | Secondary Contact Email | cole@descocoatings.com |
| 15 | Secondary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 913.782.3330 |
| 16 | Secondary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 913.782.0066 |
| 17 | Secondary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 501.786.5446 |
| 18 | Admin Fee Contact Name | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. | Joyce Gregory |

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|----|------------------------------|--|--|
| 19 | Admin Fee Contact Email | Admin Fee Contact Email | joyce@descocoatings.com |
| 20 | Admin Fee Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 913.782.3330 |
| 21 | Purchase Order Contact Name | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. | Kimberly Baird |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email | kimberly@descocoatings.com |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 913.353.9685 |
| 24 | Company Website | Company Website (Format - www.company.com) | www.descocoatings.com |
| 25 | Federal ID Number: | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) | 48-0912283 |
| 26 | Primary Address | Primary Address | 19890 W. 156th Street |
| 27 | Primary Address City | Primary Address City | Olathe |
| 28 | Primary Address State | Primary Address State (2 Digit Abbreviation) | Kansas |
| 29 | Primary Address Zip | Primary Address Zip | 66062 |
| 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.) | Union, Epoxy, Resinous, Terrazzo, Polyurethane, Wall Coatings, Walls, Floors, Seamless, Base, Precast, Treads, Risers, |
| 31 | Yes - No | 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. 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? | Olathe |
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of? | Kansas |

| | | | |
|----|---|---|------------------------|
| 35 | Felony Conviction Notice: | <p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (No Response Required)</p> <p>(Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:</p> <p>State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p> | |
| 36 | Yes - No | A publicly held corporation; therefore, this reporting requirement is not applicable? | Yes |
| 37 | Yes - No | Is owned or operated by individual(s) who has/have been convicted of a felony? | No |
| 38 | If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony: | Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal. | |
| 39 | Pricing Information: | Pricing information section. (Questions 39 - 43) | (No Response Required) |
| 40 | Discount Offered | 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? This 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%. | 0% |
| 41 | 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) |
| 42 | 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 |
| 43 | Yes - No | Do you offer additional discounts to TIPS members for large order quantities or large scope of work? | No |

| | | | |
|----|-----------------------------------|---|------------------------|
| 44 | Start Time | Average start time after receipt of customer order is ____ working days? | 5 |
| 45 | Years Experience | Company years experience in this category? | 58 |
| 46 | 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, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p> | No |
| 47 | Prices are guaranteed for? | Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? | YES |
| 48 | Right of Refusal | Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? | Yes |
| 49 | NON-COLLUSIVE BIDDING CERTIFICATE | <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p> | (No Response Required) |

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- 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.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (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 TIPS will be notified in writing by email to TIPS@TIPS-USA.com 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 result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 53 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
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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

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

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

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

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

Instructions for Certification:

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

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

59 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.

60 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

61 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

| | | | |
|----|---|---|-----|
| 62 | 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 |
| 63 | 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 |
| 64 | 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 |

| | | | |
|----|---|---|-----|
| 65 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p> | Yes |
| 66 | Indemnification | <p>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."</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 |

| | | | |
|----|-------------------------------------|---|--------------|
| 67 | Remedies | <p>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 must 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.</p> <p>Do you agree to these terms?</p> | Yes, I Agree |
| 68 | Remedies Explanation of No Answer | | |
| 69 | Choice of Law | <p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p> | Yes |
| 70 | Jurisdiction and Service of Process | <p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> | Yes |

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

- 71 Alternative Dispute Resolution Yes, I Agree
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree
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?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes
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.

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

Fingerprint

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

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

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

Some

81 Solicitation Deviation/Compliance

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

Yes

| | | | |
|----|--|---|------------------------|
| 82 | 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> | |
| 83 | Agreement Deviation/Compliance | Does the vendor agree with the language in the Vendor Agreement? | Yes |
| 84 | 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> | |
| 85 | Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 | <p>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.</p> | (No Response Required) |

Line Items

Response Total: \$0.00

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Desco Coatings, Inc.
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: 

OR

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

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

Certification Regarding Lobbying

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

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

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

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

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

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

Desco Coatings, Inc.

19890 W. 156th Street Olathe, KS 66062

Name/Address of Organization

Matt Huggins, President

Name/Title of Submitting Official

Signature

 December 5, 2017

Date

RFP 171103 Floor Coverings, Supplies and Services - Part 1
CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Desco Coatings, Inc.
(Name of Corporation)

I, Keri Goddard certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Matt Huggins
(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)

Keri Goddard
SIGNATURE

December 5, 2017
DATE

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law 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.

I, Matt Huggins as an authorized representative of

Desco Coatings, Inc., a contractor/vendor

Insert Name of Company

engaged by

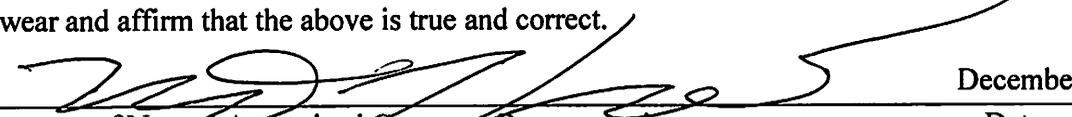
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

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.


Signature of Named Authorized Company Representative

December 5, 2017

Date

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

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

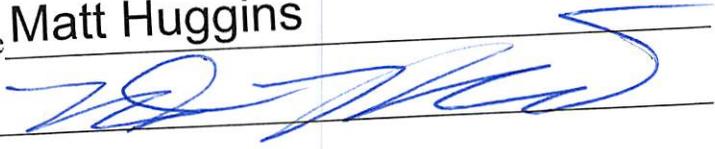
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Desco Coatings, Inc.

Print name of authorized representative Matt Huggins

Signature of authorized representative 

Date December 5, 2017

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 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 Tex 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 District receives a Public Information Request.) Education Service Center Region 8 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 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

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.

Desco Coatings, Inc.

Name of company expressly waiving confidential status of material

Matt Huggins, President



Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

19890 W. 156th Street Olathe KS 66062 9613.782.3330
Address City State ZIP Phone

LIMITED WARRANTY AGREEMENT

Desco warrants that properly applied materials will be free from product defect for a period of one year from date of application. Properly applied material includes surface conditions, surface preparation and ventilation consistent with accepted industry application practice and allowing for dry times consistent with the description in the product data sheet. The warranty is valid only if the area is exposed to normal usage, conditions, traffic and/or chemical spills which have been specified to us in advance of application. Desco will not be liable for any consequential damages.

This warranty specifically excludes defects in the material and or application as a result of one or more of the following items.

- A. Blistering, peeling or delamination due to hydrostatic osmotic ground water pressure. Such things as mineral deposits that are concentrated under delaminated areas would support evidence of this, moisture under the failed system or no presence of a vapor barrier installed at the time of construction.
- B. Application of material on an under cured concrete surface. For a properly prepared surface (described in line C.) Products will adhere to a surface emitting less than 3 pounds of vapor per thousand square feet.
- C. Application of material on an under cured concrete surface. A properly prepared surface is described as one that has received profile either from acid etching or shot blasting for a bare concrete surface or sanding or shot blasting in the case of a re-coat.
- D. Cosmetic defects due to gouging, scraping, minor staining and/or discoloration over time.
- E. Damage, including cracking, from movement of the ground or settling.
- F. Drastic change or negligence in the original environment for which the system was designed or intended. Failure to disclose information pertinent to the design of the floor coating system after signing a contract for the job. Any building alteration, improper design, or any cause beyond the control of Desco.
- G. Accidental or intentional physical damage due to physical abuse or thermal damage that is beyond the products' installed standards.
- H. Material applied on top of, or in conjunction with another manufacturer's material which the material is not compatible with. Please consult Desco if questions exist about compatibility.
- I. Act of God, e.g., tornado, hurricane, earthquake, flood, etc.
- J. Bond failure of system(s) to substrate; exception of moisture induced failure.
- K. In lieu of replacing materials or repairing the Work, DESCO may opt to refund the cost of the faulty Materials or Work provided by DESCO has been paid in full, or DESCO may issue a credit memo for such amount, if DESCO has not been paid in full.
- L. This warranty is void if DESCO has not been paid in full, including all extra work.

DESCO GRANITE SERIES

DESCO



USES:

- Restrooms
- Pharmaceutical Areas
- Corridors
- Light Duty Kitchens
- Cafeterias
- Hospitals
- Health Care Facilities
- Laboratories
- Shower and Locker Rooms

DESCRIPTION:

DESCO Granite Series is a polymer system designed for use as a floor, cove base and wall system. This durable material is tough, abrasive resistant and light reflective. It offers chemical and U.V. resistant polymers. Multi-color chips are available in four sizes. A decorative coating of unlimited color design or range is achievable.

BENEFITS:

- Seamless, monolithic floor and/or wall
- Available in a wide variety of colors
- Custom colors available
- Resists many acids, alkalines and salts
- Good non-slip characteristics
- Excellent ultra-violet stability



COLORS: 16 Standard colors
Custom colors are available

PRECAUTIONS

Floors should be sloped to drain to prevent standing water or chemicals. As with any surface, all spills should be removed as soon as possible to prevent a slipping hazard

A sheet good moisture barrier as designated by ASTM E-1745 Class A should be in contact with bottom side of concrete slabs on grade. A lacking or ineffective vapor barrier may cause moisture related problems, debonding, bubbling or discoloration.

A water cement ratio of 0.45 and 0.5.

A slump in the range of 3 to 4 inches, which can be increased by the use of super plasticizers.

Curing by ASTM C-171 sheet materials for curing concrete.

Do not apply systems when temperature is less than 5°F above the dew point.

Do not apply when substrate temperatures are below 50°F or above 95°F. (Material cures slower at cooler temperatures and working time will be substantially reduced at higher temperatures.)

Water from outside sources can cause water whitening of uncured polymer material.

Confirm product performance in specific chemical environment prior to use.

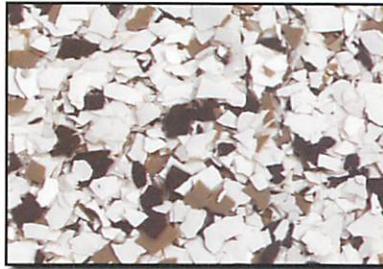
HIGH PERFORMANCE FLOORING

Desco™ Granite Series Color Chart

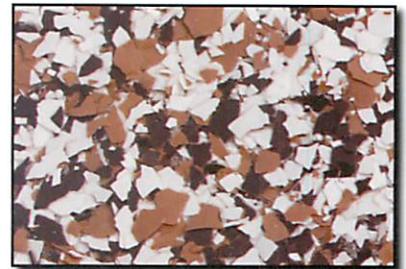
DESCO



GS 201



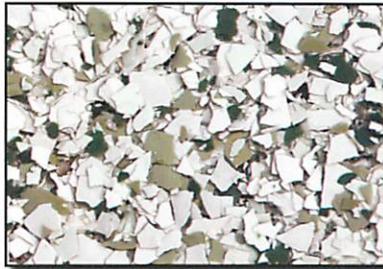
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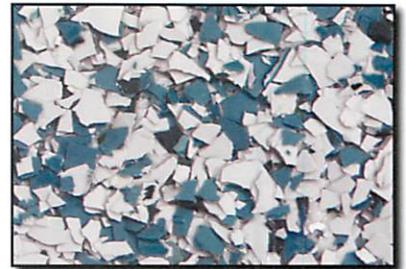
GS 203



GS 204



GS 205



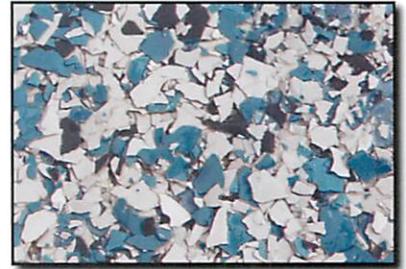
GS 206



GS 207



GS 208



GS 209



GS 210



GS 211



GS 212



GS 213



GS 214



GS 215

- The color selector guide provides a basic representation of colors. Due to the printing process, there will be differences in color, texture and sheen with actual material.
- Color flake chips available in a variety of colors. Flake chip color chart available upon request. Color flake chips are 1" (additional sizes available upon request). There will be slight variation in flake chip average size and shape due to the manufacturing process.

HIGH PERFORMANCE FLOORING

Desco Quartz Cremona

DESCO



Uses

- Biotech
- Laboratories
- Hospitals
- Stairs

System Finishes

- S** Satin
- SG** Semi-Gloss
- G** Gloss
- HW** High Wear is offered in all above finishes

Colors

See Desco Color Chart. Custom Colors Available.

Description

Desco Quartz Cremona Series is a trowel or strata applied resin with multi-sized aggregates. It delivers a mosaic look with synthetic aggregates in vivid colors. Available in varying sizes of factory colored aggregates. Top coats are offered in different sheens, textures and color stability. Desco Quartz Cremona TG is a hand troweled system, containing grade 11 aggregates. This system should be hand troweled to 3/16" thickness over epoxy primer. Desco Quartz Cremona DB is a double broadcast floor consisting of grade 28 aggregates. This system should be applied as a double broadcast to produce a nominal 1/8" surface. Texture can be coarse, medium or smooth.

U.V. Resistance

Normal Recommended for dark or medium colors, except blue.

Ultra U.V. Resistant Recommended for whites, blues and other light color combinations.

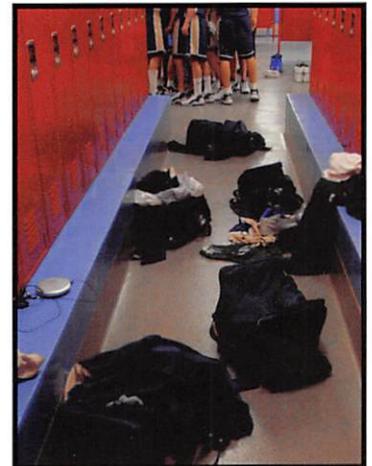
Textures

Orange Peel Offers a smooth easily cleaned surface with a slight texture.

Translucent Aggregates Can be incorporated into the top coats to offer a degree of slip resistance to meet the needs of the end user.

Medium For DB Systems only. Smooth aggregates with peaks and valleys to mitigate trapped water under foot.

Aggressive For DB Systems only. Smooth and angular aggregates with a thin Polymer binder to lock in aggregates but not masking slip resistance.



Precautions

- Floors should be sloped to drain to prevent standing water or chemicals. As with any surface, all spills should be removed as soon as possible to prevent a slipping hazard.
- A sheet good moisture barrier as designated by ASTM E-1745 Class A should be in contact with bottom side of concrete slabs or grade. A lacking or ineffective vapor barrier may cause moisture related problems, debonding, bubbling or discoloration.
- A water cement ratio of 0.45 and 0.5.
- A slump in the range of 3 to 4 inches, which can be increased by the use of super plasticizers.
- Curing by ASTM C-171 sheet materials for curing concrete.
- Do not apply systems when temperature is less than 5°F above the dew point.
- Do not apply when substrate temperatures are below 50°F or above 95°F. (Material cures slower at cooler temperatures and working time will be substantially reduced at higher temperatures.)
- Water from outside sources can cause water whitening of uncured polymer material.
- Confirm product performance in specific chemical environment prior to use.

HIGH PERFORMANCE FLOORING

Desco™ Decorative Quartz DB Color Chart



DB 301



DB 302



DB 303



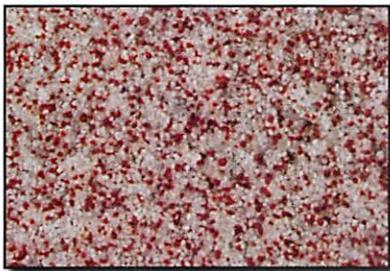
DB 304



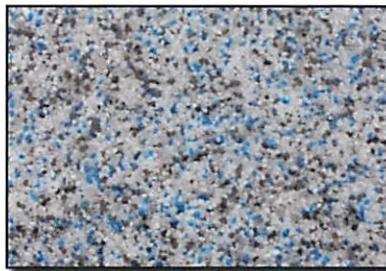
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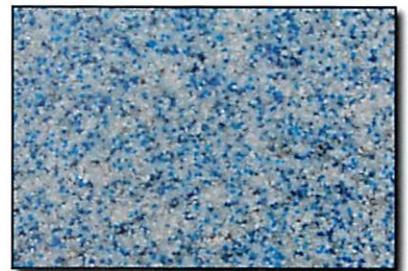
DB 306



DB 307



DB 308



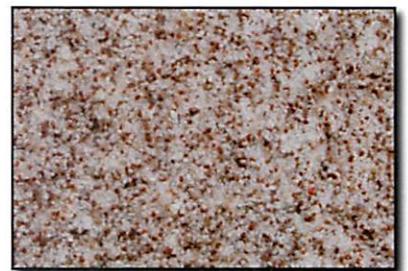
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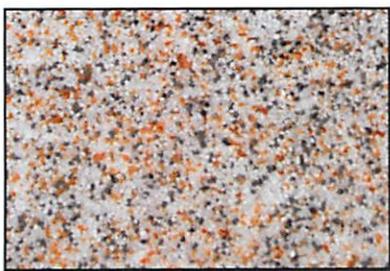
DB 310



DB 311



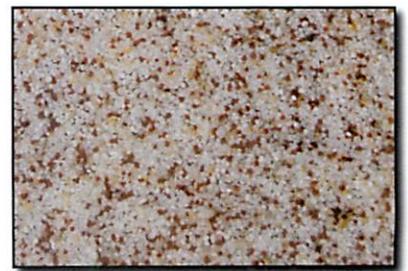
DB 312



DB 313



DB 314



DB 315

• The color selector guide provides a basic representation of colors. Due to the printing process, there will be differences in color, texture and sheen with actual material.

HIGH PERFORMANCE FLOORING

Desco™ Decorative Quartz TG Color Chart

DESCO



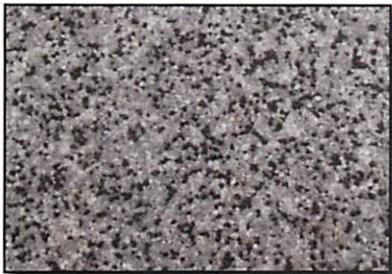
TG 401



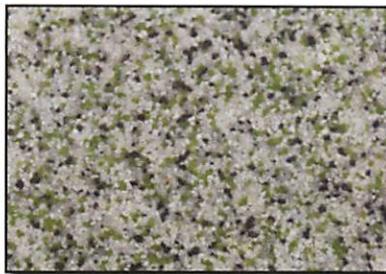
TG 402



TG 403



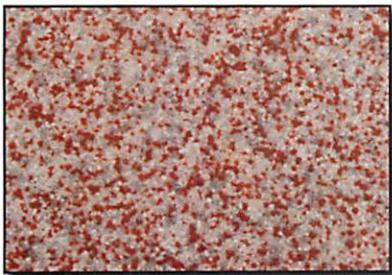
TG 404



TG 405



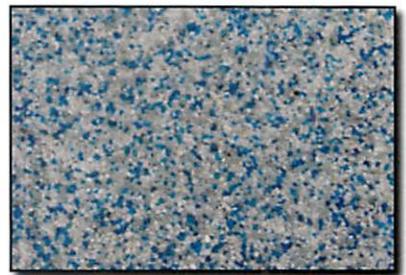
TG 406



TG 407



TG 408



TG 409



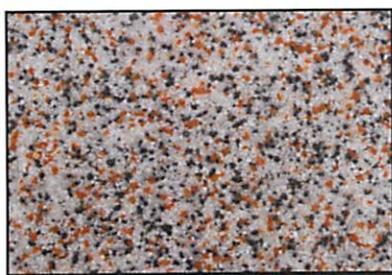
TG 410



TG 411



TG 412



TG 413



TG 414



TG 415

• The color selector guide provides a basic representation of colors. Due to the printing process, there will be differences in color, texture and sheen with actual material.

HIGH PERFORMANCE FLOORING

Desco Industrial Series

DESCO



Uses

- Industrial Flooring
- Kitchen
- Locker, Change and Bathrooms
- Chemical Containment
- Laboratories
- Biotech Processing

Color

- See High Performance Color Chart

Description

DESCO Industrial Series is a trowel-applied or layered thermo-setting flooring material that can be installed over any sound concrete surface. This product possesses exceptional resistance to wear, abrasion, and to most acids, alkalis and solvents. The molecular cross-linking that occurs during its curing process creates these unique properties.



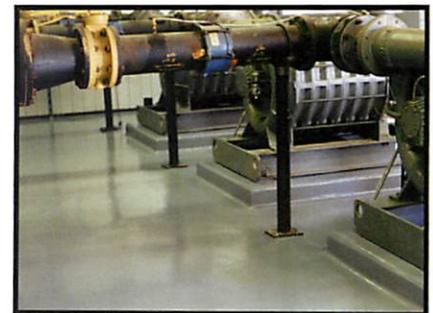
Systems

- TG** Trowel applied by hand and/or power trowel offers maximum impact strength and wear. Available from 1/4" to 1/8"
- LB** Layered applied allows for varying textures from smooth to aggressive with the ability to build thickness to the needs of the environmental conditions.
- CA** Coating application allows for an economical system of multiple material coats of thickness of 10 to 30 mils.



Options

- SA** Steel aggregate can be added to the trowel or layered system to give better impact resistance.
- CR** All the above systems are offered with chemical resistant top coats individually designed to meet the reagent exposure times and temperatures of aggressive chemical parameters.
- WM** A waterproof membrane for suspended slab construction.



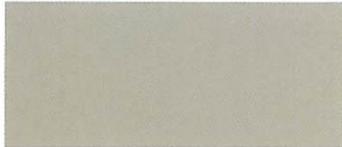
Precautions

- Floors should be sloped to drain to prevent standing water or chemicals. As with any surface, all spills should be removed as soon as possible to prevent a slipping hazard.
- A sheet good moisture barrier as designated by ASTM E-1745 Class A should be in contact with bottom side of concrete slabs or grade. A lacking or ineffective vapor barrier may cause moisture related problems, debonding, bubbling or discoloration.
- A water cement ratio of 0.45 and 0.5.
- A slump in the range of 3 to 4 inches, which can be increased by the use of super plasticizers.
- Curing by ASTM C-171 sheet materials for curing concrete.
- Do not apply systems when temperature is less than 5°F above the dew point.
- Do not apply when substrate temperatures are below 50°F or above 95°F. (Material cures slower at cooler temperatures and working time will be substantially reduced at higher temperatures.)
- Water from outside sources can cause water whitening of uncured polymer material.
- Confirm product performance in specific chemical environment prior to use.



COATINGS, INC

SOLID COLOR SELECTION



1100 MOSS



1101 GREY



1102 ASH GREY



1103 STEEL



1104 SILVER GREY



1105 BLUE



1106 BROWN



1107 TAN



1108 BEIGE



1109 CREAM



1110 KHAKI



1111 GREEN



1112 BURGUNDY



1113 QUARRY TILE



1114 YELLOW

This representation approximates actual color. Variation may be encountered on actual projects.
Make final approvals from physical sample.



2014 Honor Awards

Terrazzo



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Minneapolis - St. Paul International
Airport Humphrey Terminal 2
Minneapolis, MN

An unusually complex job, this 27,000 square foot epoxy terrazzo floor is a publicly funded art project that demonstrates the potential of terrazzo as an artistic medium. The abstract “Starwheel” design represents the Minnesota landscape within a theme of migration. Its images refer to constellations and the region’s grass prairies and rock engravings. Silver coated mirror and mother-of-pearl aggregates evoke the reflection of stars on the surface of local rivers and lakes. Way-finding markers are layered into the design, with an image of an astrolab set to the airport’s location. The 16-color epoxy terrazzo floor was designed, sampled and completed in just 60 days.

Architect
Miller Dunwiddie Architecture
Minneapolis, MN

Designer/Artist
Scott Parsons
Larchwood, IA

Terrazzo Contractor
Grazzini Brothers & Company
St. Paul, MN

General Contractor
Morcon Construction
Golden Valley, MN

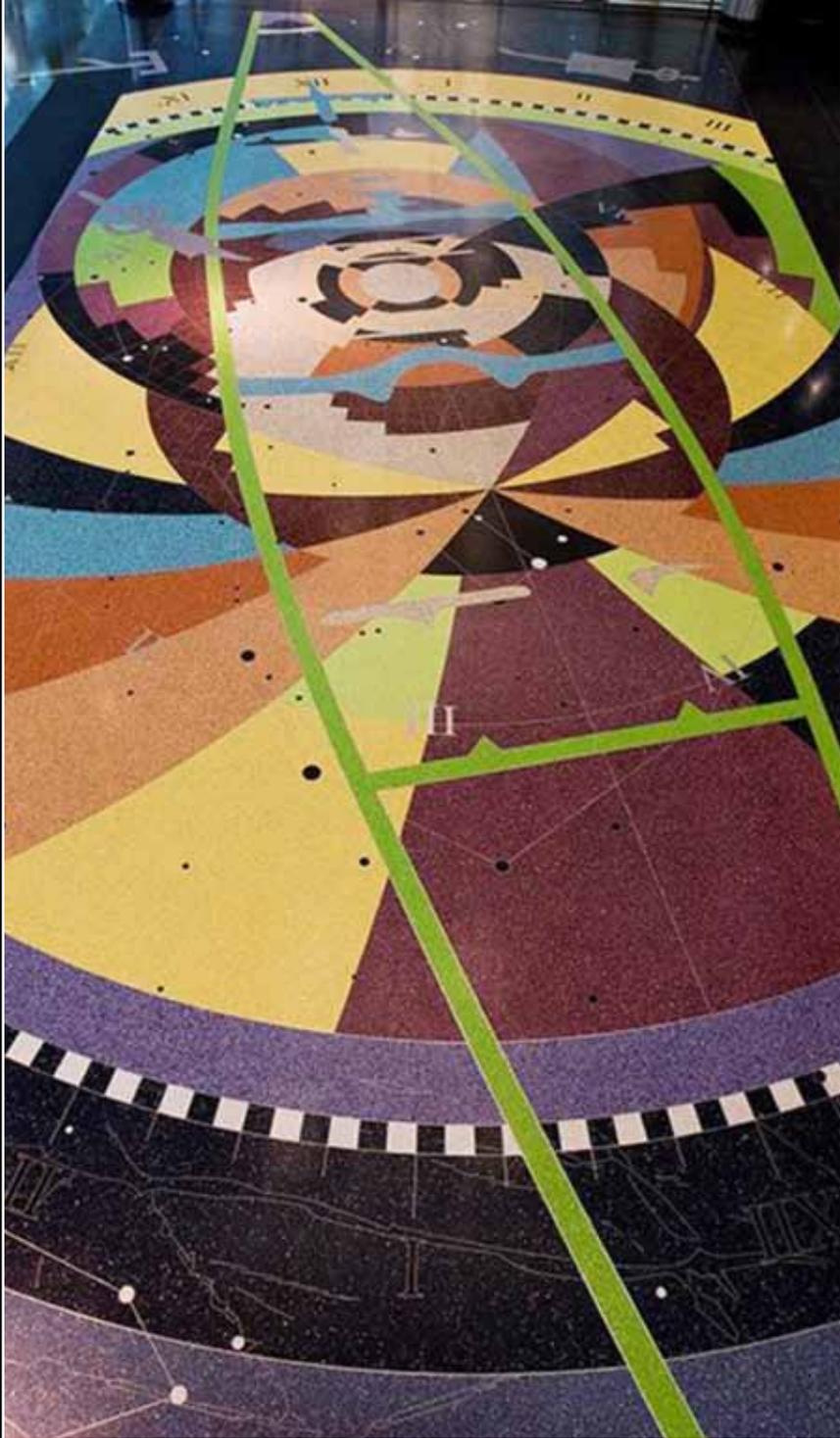
Owner
Metropolitan Airport Commission (MAC)
Minneapolis, MN

Resin Suppliers
Key Resin Company
Terrazzo & Marble Supply Companies

Aggregate Supplier
Terrazzo & Marble Supply Companies

Strip Design Fabricator
National Metal Shapes

Photographer
David Markley



St. Luke's Hospital Kansas City, MO

A clean, classic palette of neutral colors contributes to the simple elegance of this design, gracefully integrating glass entries, sweeping staircases and modern artwork. The terrazzo responds perfectly to the architecture in this well executed, cohesive design. Two grand staircases anchor each end of the terrazzo installation, the first a conical spiral, wrapping around glass artwork. Each step was poured in place following the installation of glass tile risers. The second, a floating staircase consists of poured terrazzo landings and self-supporting precast treads. The staircases are connected by 33,000 square feet of epoxy terrazzo.

Architect

ACI/Boland
Kansas City, MO

Terrazzo Contractor

DESCO Coatings
Olathe, KS

General Contractor

J.E. Dunn Construction Company
Kansas City, MO

Owner

St. Luke's Hospital
Kansas City, MO

Resin Supplier

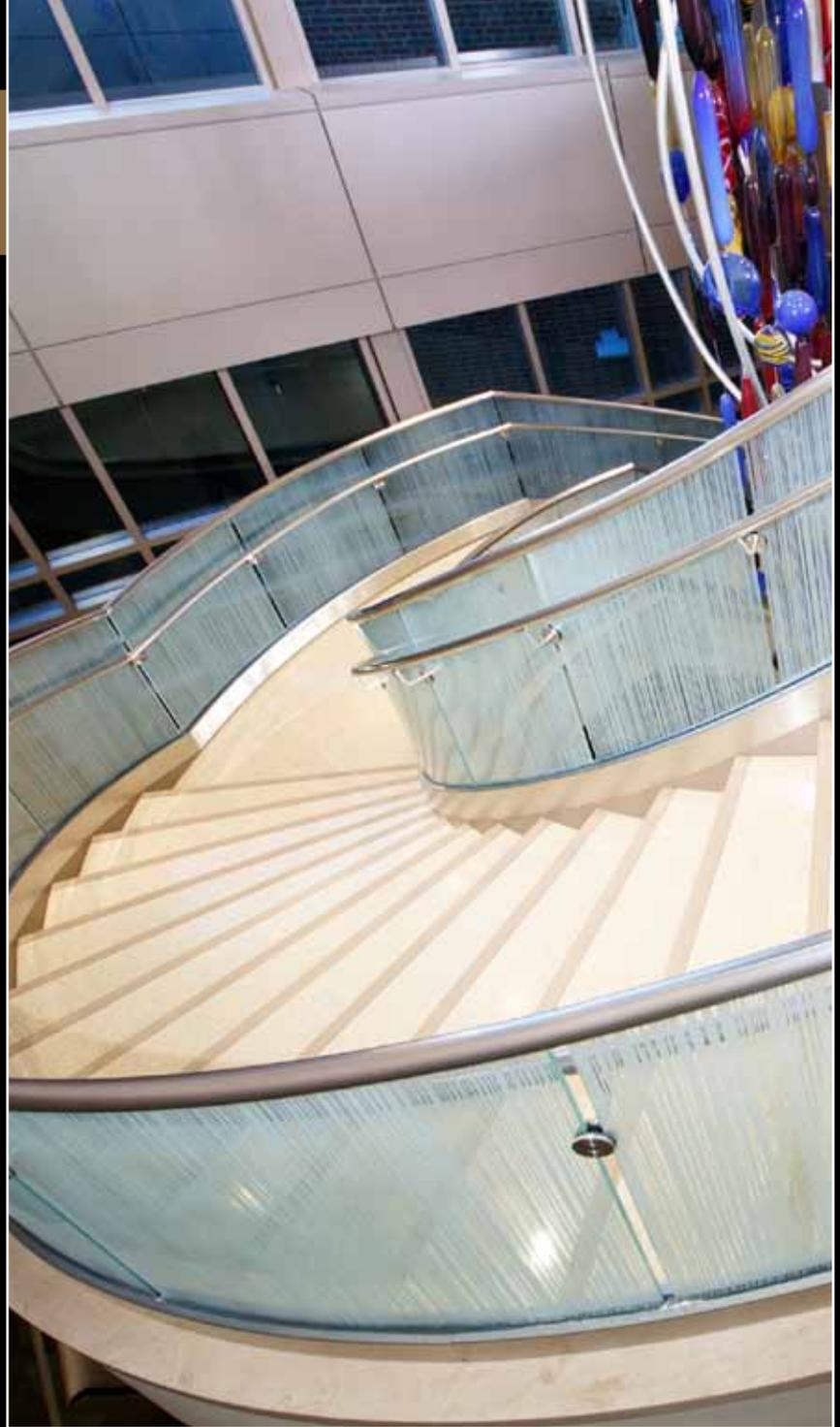
Terrazzo & Marble Supply Companies

Precast Products Supplier

Precast Terrazzo Enterprises

Photographers

Sacred Earth Gallery, Edward C. Robinson III
DESCO Coatings, Cindy Crouch



New United States Courthouse San Diego, CA

The timeless, simple elegance of this two-color terrazzo design sets the stage for breathtaking views of the downtown skyline and the bay, visible through floor-to-ceiling windows. Impressive in scope and execution, this federal courthouse installation boasts 80,000 square feet of traditional, sand cushion cement terrazzo in the public areas, including elevator lobbies, hallways, and restrooms of the 17-story structure, all with poured-in-place base. In addition, over 10,000 square feet of epoxy terrazzo was used in the facility's detention areas, for ease of maintenance.

Architect
Richard Meier & Partners Architects LLP
Los Angeles, CA

Terrazzo Contractor
CORRADINI Corp.
Fountain Valley, CA

General Contractor
Hensel Phelps Construction Company
Irvine, CA

Owner
U.S. General Services Administration
San Francisco, CA

Cement Supplier
United Terrazzo Supply Company

Resin Supplier
Sherwin Williams/General Polymers

Aggregate Supplier
Continental Terrazzo Supply

Divider Strip Supplier
Manhattan American Terrazzo Strip Company

Photographer
Lauren Corradini



Adventist Health Campus Castle Rock, CO

Distinguished by unique design elements, this four-story hospital showcases an interweaving terrazzo pattern, in eight earth-tone colors, that guides traffic through corridors and lobbies. The architectural design integrates a total of 12,000 square feet of epoxy terrazzo alongside native stone and wood and more modern elements of metal and glass to create a healing environment. Intermittent banding of broad metal bar stock embedded in the terrazzo pattern throughout the lobby are echoed in other flooring materials while circular accents help to visually define desk, seating, and serving areas.

Architect

Hunton Brady
Orlando, FL

Designer/Artist

Aurelio Posada
Orlando, FL

Terrazzo Contractor

Colorado Design Inc. Tile & Terrazzo
Denver, CO

General Contractor

G E Johnson
Colorado Springs, CO

Owner

Castle Rock Adventist Health Campus
Castle Rock, CO

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Supplier

Terrazzo & Marble Supply Companies

Precast Products Supplier

Wausau Tile

Divider Strip Supplier

Manhattan American Terrazzo Strip Company

Photographer

Studio Q Photography LLC, Mark Quentin



Cleveland Hopkins Airport Cleveland, OH

The designs of seven Northeast Ohio artists, including a group of high school students, and a TSA officer, have transformed Hopkins Airport in Cleveland, Ohio, into a permanent art gallery. In this renovation project, 100,000 square feet of carpet was replaced with epoxy terrazzo for durability and ease of maintenance. The installation brought in 70,000 square feet of a single color terrazzo, and 30,000 square feet of vibrantly colorful artwork.

Architect

Westlake, Reed, Leskosky
Cleveland, OH

Designer/Artist

Seven Northeast Ohio Artists

Terrazzo Contractor

O.A. Bertin Company
Cleveland, OH

General Contractor

Kokosing Construction Company
Fredericktown, OH

Owner

Cleveland Port Authority
Cleveland, OH

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Supplier

Terrazzo & Marble Supply Companies

Divider Strip Supplier

National Metal Shapes

Photographer

Anita Bertin DeGreen



Wake County Justice Center Raleigh, NC

Versatile, durable and design flexible, terrazzo was specified for 90,000 square feet in the common areas of this public building. The floor design recalls the inlaid patterns and marquetry of the art deco style of the city's historic structures. In a style neither purely traditional nor purely modern, multicolor chevrons, ribs and banding patterns unify the design elements and define spaces throughout the zones and levels of the building. Marble aggregates complement the wood and stone wall panels, with glass, porcelain and mother-of-pearl added for depth and sparkle. The focal point in the lobby is a monumental staircase with three landings and outstandingly clean lines.

Architects

O'Brian/Atkins Associates
Research Triangle Park, NC

HOK Architects
Washington, DC

Terrazzo Contractor

David Allen Company
Raleigh, NC

General Contractor

Barnhill/Balfour Beatty, Joint Venture
Raleigh, NC

Owner

Wake County
Raleigh, NC

Resin Supplier

Master Terrazzo Technologies

Aggregate Suppliers

Continental Terrazzo Supply
Southern Aggregates (Justice Products)
Terrazzo & Marble Supply Companies

Precast Products Supplier

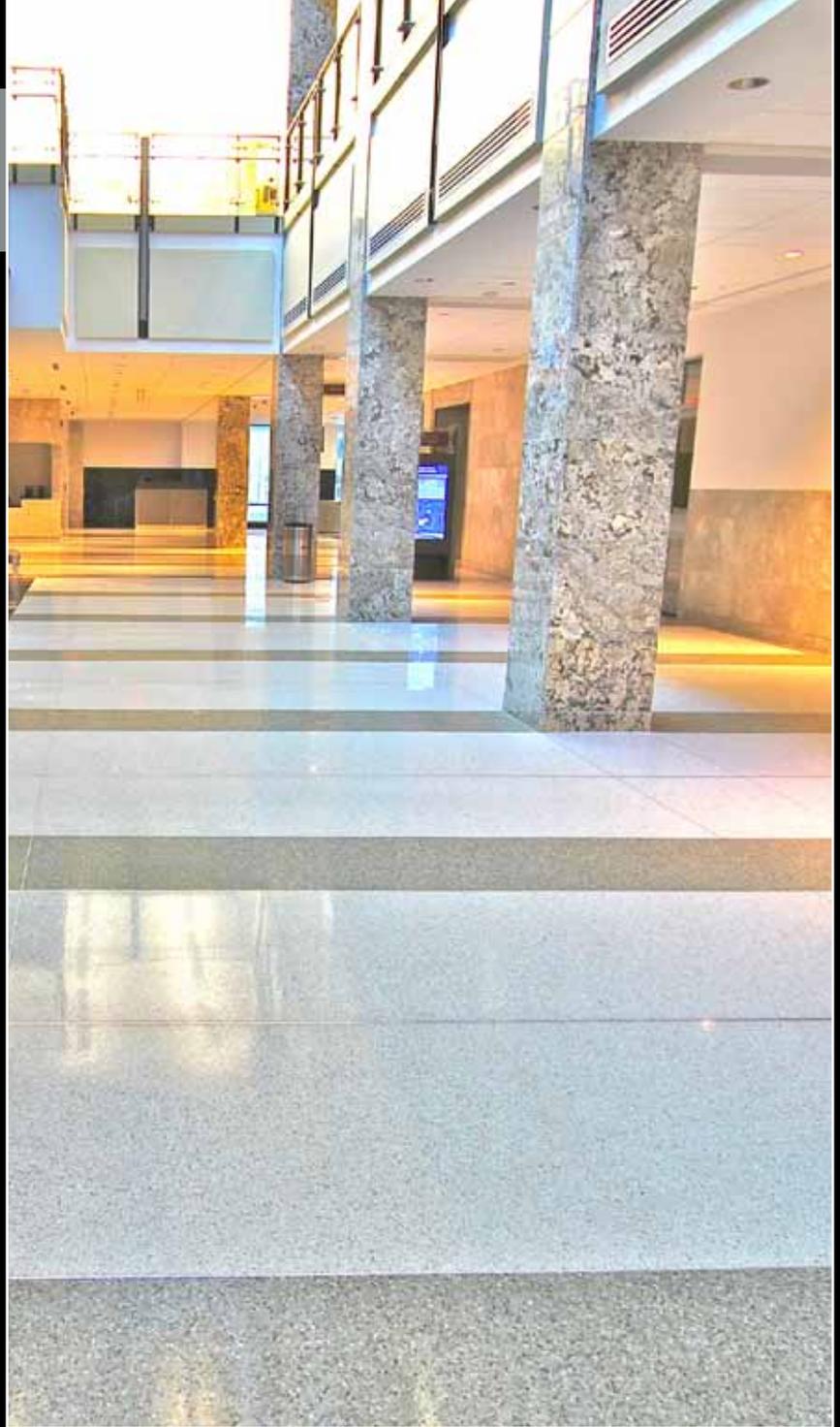
Precast Terrazzo Enterprises

Divider Strip Supplier

National Metal Shapes

Photographer

Master Terrazzo Technologies, Jim Guy



GO BLUE

University of Michigan
Crisler Center
Ann Arbor, MI

The latest renovation of this university basketball stadium is both a tribute to sustainability, earning a LEED Gold certification, and a testimony to teamwork. In just three months, over 50,600 square feet of epoxy terrazzo in five colors were installed, just in time for the basketball season. A simple, clearly stated theme of stitching on a basketball and appealing colors are a winning combination. The orderly terrazzo design stays true blue throughout, with logos, lettering, and university seals. The 30 lines of the university fight song are embedded in the terrazzo utilizing water-jet solid zinc letters.

Architect

TMP Architecture
Bloomfield Hills, MI

Terrazzo Contractor

Michielutti Bros., Inc.
Eastpointe, MI

General Contractor

Spence Brothers
Ann Arbor, MI

Owner

Regents of the University of Michigan
Ann Arbor, MI

Resin Supplier

Terrazzo and Marble Supply Companies

Aggregate Suppliers

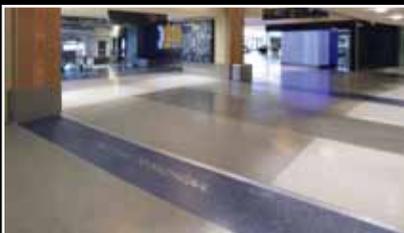
Continental Terrazzo Supply
Terrazzo & Marble Supply Companies

Divider Strip Supplier

National Metal Shapes

Photographer

Canright Communications



2014 Job of the Year

Los Angeles International Airport Bradley West Concourse & Core Los Angeles, CA

The artistry and functionality of terrazzo won it a star role in this large scale drama. The terminal expansion in one of world's biggest and busiest airports centers on an installation of over 550,000 square feet of epoxy terrazzo in 11 colors on six levels. This installation demonstrates the craftsmanship and skill of the terrazzo contractor, while the simple design perfectly addresses the grand scale of the space. An unusual feature of the project is the poured-in-place, hand-ground terrazzo that wraps up the high walls and onto the ceilings at each of the 14 gate portals, a total of 11,000 square feet. The whimsical patterns in the floor create a path for traffic flow and a delineation of spaces, while allowing other colors in the design to take center stage. Soothing neutral colors and the harmony of the various elements of the project as a whole set off terrazzo to its best advantage in this project.

Architect

Fentress Architects
Denver, CO

Terrazzo Contractor

CORRADINI Corp.
Fountain Valley, CA

General Contractor

Walsh Austin, Joint Venture
Los Angeles, CA

Owner

City of Los Angeles/Department of Airports
Los Angeles, CA

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Suppliers

Terrazzo & Marble Supply Companies
Continental Terrazzo Supply
United Terrazzo Supply Company
EnviroGlas Products

Precast Products Supplier

Wausau Tile

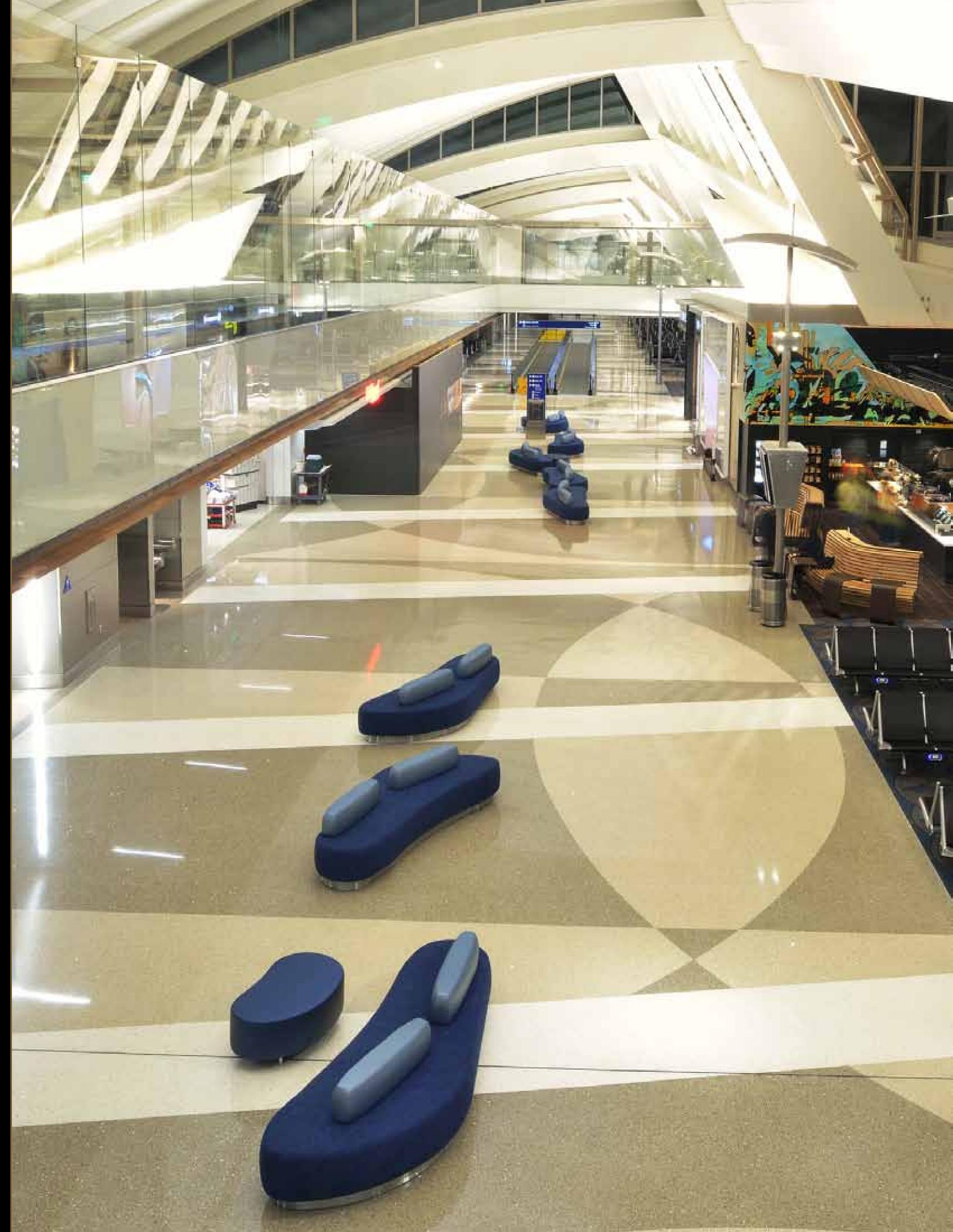
Divider Strip Supplier

National Metal Shapes

Photographer

David Laudadio





Federal Reserve Bank
of Chicago
Detroit, MI

An innovative use of materials distinguishes this 7,500 square foot terrazzo installation. Originally built in 1927, the drab 176,000 square foot structure had been vacant since 2004. The new terrazzo floors in seven elevator lobbies incorporate a unique Zen-style combination of natural river rock visible through clear resin. In the mezzanine and main levels, that basic blend unifies the design while it varies to incorporate orbital marble tile, metal shavings, and two different sizes of metal discs, reminiscent of coins.

Architect
ROSSETTI
Detroit, MI

Terrazzo Contractor
Artisan Tile
Brighton, MI

General Contractor
Sachse Construction
Detroit, MI

Owner
Bedrock Real Estate Services
Detroit, MI

Resin Supplier
Terrazzo & Marble Supply Companies

Aggregate Supplier
Terrazzo & Marble Supply Companies

Precast Products Supplier
Wausau Tile

Divider Strip Supplier
National Metal Shapes

Photographer
Octane Photography Studio, Jeff White





Christopher Newport University
Luter School of Business,
Newport News, VA

The orderly geometric design in this grand entrance is beautifully appropriate for the space and architecture. Over 100 huien green marble tiles are embedded in the intricate, timeless pattern of the terrazzo floor. Each octagon was field-fabricated with hand-bent and carefully mitered aluminum strips, using only whole or half marble tiles, without control joints within the pattern. Four subtle terrazzo colors, a total of 4,600 square feet, accent the tiles with a combination of marble, mother-of-pearl and mirror chips. Terrazzo offers an environmentally friendly and extremely durable choice for academic settings.

Architect
Glave & Holmes Architecture
Richmond, VA

Terrazzo Contractor
Pompei, Inc.
Newport News, VA

General Contractor
Whiting-Turner Contracting Company
Richmond, VA

Owner
Commonwealth of Virginia

Resin Supplier
Terrazzo & Marble Supply Companies

Aggregate Supplier
Terrazzo & Marble Supply Companies

Precast Products Supplier
Wausau Tile

Divider Strip Supplier
National Metal Shapes

Photographer
Dave Chance Photography



San Diego International Airport San Diego, CA

Old-school workmanship, hand-seeding of aggregate, and design detailing characterize this 11 color, 215,000 square foot epoxy terrazzo installation. Poured with a minimal use of divider strips, the freeform design was inspired by the tide pools and boardwalks of San Diego's Point Loma Beach and represents the movement of the surf and sea foam on water and black sand. Water jet-cut metal-work around the life-size artificial trees and the innovative use of jelly bean-glass aggregates add further notes of interest to the installation.

Architect

HNTB
Los Angeles, CA

Terrazzo Contractor

T.B. Penick & Sons
San Diego, CA

General Contractor

Turner/PCL/Flatiron
San Diego, CA

Owner

San Diego County Regional Authority
San Diego, CA

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Suppliers

Arim Terrazzo Supply
Cactus Canyon Quarries
Heritage Glass
Terrazzo & Marble Supply Companies
United Terrazzo Supply Company

Precast Products Supplier

Wausau Tile

Divider Strip Suppliers

National Metal Shapes
Terrazzo & Marble Supply Companies

Photographer

David Laudadio



Saint Joseph's Roman Catholic Church Downingtown, PA

The spectacular worship space of this new 1,200-seat sanctuary is complemented by 17,400 square feet of four-color epoxy terrazzo. Natural light illuminates the simple, clean design of the seamless floor. Rich, deep, classic colors were chosen to reinforce the architecture and harmonize with the marble, woodwork, and stained glass. A multicolor octagon showcases the baptismal font. The focal point of the project is a quatrefoil-shape medallion in nine colors with lilies and a carpenter's square, symbolic of the church's patron saint.

Architect

Casaccio Architects
Havertown, PA

Terrazzo Contractor

Roman Mosaic and Tile Company
West Chester, PA

General Contractor

Caldwell, Heckles & Egan, Inc.
Lancaster, PA

Owner

Archdiocese of Philadelphia
Philadelphia, PA

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Suppliers

Arim Terrazzo Supply
Terrazzo & Marble Supply Companies

Precast Products Supplier

Romoco Precast Terrazzo Products

Divider Strip Supplier

Manhattan American Terrazzo Strip Company

Photographer

PPSI, Brycen Fischer



Kelsey - Seybold Hospital Clinic Pasadena, TX

Exceptionally clean, rich contrasting colors in warm, soothing earth tones stand out in this well executed and meticulous design. Chosen for its durability and ease of maintenance, terrazzo leads the way in an elegant theme that responds perfectly to the structure's architecture. The fully glassed, luminous rotunda of the main entry is marked by a series of circles, with a glass and mother-of-pearl aggregate mix that reflect light. A beautifully finished circular stairway of poured-in-place terrazzo treads, risers and stringers follow the curve of the rotunda.

Architect

Kirksey
Houston, TX

Terrazzo Contractor

Southern Tile & Terrazzo Company
Houston, TX

General Contractor

Gamma Construction Company
Houston, TX

Owner

Health Care REIT
Toledo, OH

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Suppliers

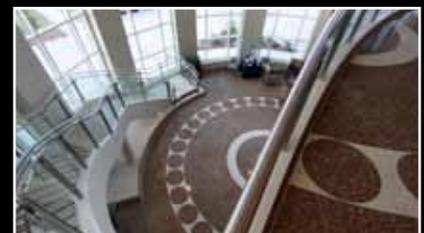
EnviroGlas Products
Fribel International

Divider Strip Supplier

Manhattan American Terrazzo Strip Company

Photographer

Mark Dean Photography



Kalama River Office Building Fountain Valley, CA

Terrazzo is the clear center of interest in this office remodel. Its clean, crisp design combines ten colors in a pattern of twisting ribbon that defines the open, modern style. The bands of color unify the space, flowing continuously through each room in the building. Circles of various sizes in terrazzo, and water jet-cut aluminum perfectly accent the ribbons. Subtle variations of color in the folds of the ribbons are achieved by adjustments in the aggregate mix of marble and glass. Desk tops in terrazzo, over 16 feet in length, were created with precast terrazzo slabs, precisely joined to create seamless, monumental sections.

Architect

Calvin L. Smith & Associates
Laguna Beach, CA

Terrazzo Contractor

CORRADINI Corp.
Fountain Valley, CA

General Contractor

Monaghan Construction Company
Carlsbad, CA

Owner

Ronald Corradini
Newport Beach, CA

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Supplier

Terrazzo & Marble Supply Companies

Divider Strip Supplier

National Metal Shapes

Photographer

David Laudadio



Center in the Square Roanoke, VA

Terrazzo offered historically appropriate flooring material with low VOC emission and low life cycle costs for this 158,000 square foot, 100-year-old structure. Terrazzo was manipulated like oils on a large canvas to produce an artistic rendering with over 70 colors and 30 different aggregates. Floor murals blend abstraction, realism, and varied perspectives, depicting a butterfly with a 66-foot wing perched on an iris, a railroad wheel, a series of stars, a bouquet of daisies, and a pair of comedy and tragedy masks. Nine shades of yellow with three different aggregates, hand-blended onsite, show a microscopic view of a butterfly wing.

Architect

Spectrum Design, PC
Roanoke, VA

Designer/Artist

Spectrum Design by Lenore Ervin & David Bandy
Roanoke, VA

Terrazzo Contractor

David Allen Company
Raleigh, NC

General Contractor

Thor Inc.
Roanoke, VA

Owner

Center in the Square
Roanoke, VA

Resin Supplier

Terrazzo & Marble Supply Companies

Aggregate Supplier

Terrazzo & Marble Supply Companies

Divider Strip Supplier

National Metal Shapes

Photographer

David Laudadio





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