

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170201 Trades, Labor and Materials (JOC)

General Information

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

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

Definitions

PURCHASE ORDER 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 will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

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.

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 dealer.

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. 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 Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

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

Pricing

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

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

All pricing submitted to TIPS shall include the participation fee, 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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or Agreement deficiency

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

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

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Agreement Number”. Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.

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

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. 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.

Invoices

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

Marketing

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

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement 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 Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base 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 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 Request for Proposals or the Request for Competitive Sealed Proposals solicitation 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.

Special Terms and Conditions

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

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

TIPS Vendor Agreement Signature Form

RCSP 170201 Trades, Labor and Materials (JOC)

Company Name Doyne Construction Company, Inc

Address P.O. Box 5820

City North Little Rock State AR Zip 72119

Phone 501-376-8900 Fax 501-376-7419

Email of Authorized Representative ddoyne@doyne.com

Name of Authorized Representative Virgil Dexter Doyne

Title President and C.E.O.

Signature of Authorized Representative 

Date 3-16-2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	170201 Addendum 1	Floor/Room		Floor/Room
Title	Trades, Labor and Materials (JOC)	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/2/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/17/2017 03:00:00 PM (CT)			

Supplier Information

Company Doyne Construction Company Inc.
 Address P.O. Box 5820
 North Little Rock, AR 72119
 Contact
 Department
 Building
 Floor/Room
 Telephone (501) 376-8900 x13
 Fax (501) 376-7419
 Email
 Submitted 3/16/2017 11:38:43 PM (CT)
 Total \$0.00

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

Signature Virgil Dexter Doyne

Email ddoyne@doyne.com

Supplier Notes

Bid Notes

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.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR
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.)	Doyne Construction Company, Inc. is an Arkansas State Licensed General Building Contractor that specializes in commercial and institutional renovation and new construction projects upwards to 15 million dollars in size and scope. We are a 35 year old company located in North Little Rock Arkansas and provide construction services throughout the state.
6	Primary Contact Name	Primary Contact Name	Virgil Dexter Doyne
7	Primary Contact Title	Primary Contact Title	President and CEO
8	Primary Contact Email	Primary Contact Email	ddoyne@doyne.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-376-8900 x13
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-376-7419
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-590-0141
12	Secondary Contact Name	Secondary Contact Name	Tanya Odonohue
13	Secondary Contact Title	Secondary Contact Title	Vice President Operations
14	Secondary Contact Email	Secondary Contact Email	tanya@doyne.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-376-8900 x14
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-379-7419
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-590-7160

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Virgil Dexter Doyne
19	Admin Fee Contact Email	Admin Fee Contact Email	ddoyne@doyne.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-376-8900
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tanya Odonohue
22	Purchase Order Contact Email	Purchase Order Contact Email	tanya@doyne .com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-376-8900
24	Company Website	Company Website (Format - www.company.com)	www.Doyne.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-0653077
26	Primary Address	Primary Address	P.O. Box 5820
27	Primary Address City	Primary Address City	North Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72119
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.)	contractor, building, construction, manager, builders, general contractors,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	North Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
39	Years Experience	Company years experience in this category?	35
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	2 months

- 41 Estimating Requirements Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question. RS Means Online
- 42 Other Estimating Software Please list the program name, website address and phone number of the requested estimating software.
- 43 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
 - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
 - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 44 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?
- 45 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?

46 Certification Regarding Lobbying

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

You may find the Blank Certification Regarding Lobbying 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/CRL.pdf>

Do you certify the three (3) certification of lobbying statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

47 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

49 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:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

- 51 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.

Yes

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

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

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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) USDA is an 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 law and regulations.

- 53 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules 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.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 54 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 55 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

56	2 CFR PART 200 (G) 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 Federal Rule (G) 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 the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>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.</p> <p>Pursuant to Federal Rule (H) 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 of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) 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 Federal Rule (I) 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 after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

59	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) 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 Federal Rule (12) 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
60	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</p> <p>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

61 Indemnification

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

Yes

62 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder 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. Do you agree to these terms?

Yes, I Agree

63 Remedies Explanation of No Answer

64	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
65	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Alternative Dispute Resolution	<p>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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Alternative Dispute Resolution Explanation of No Answer		
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

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

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

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

Yes

73 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute 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?

Yes

74 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75 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

76 Solicitation Deviation/Compliance

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

Yes

- 77 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

DOYNE CONSTRUCTION COMPANY, INC. REFERENCES				
References--NOTE: ALSO SEE SUPPLIMENTARY INFORMATION-2017				
** Must have at least 3 References and must be School, City, County, University, State Agency or Other Government.				
Organization	City	State	Contact Name	Contact
Little Rock School District	Little Rock	AR	Gwendolyn Matthews (Construction Buyer)	501-447-2274
Little Rock School District	Little Rock	AR	Steve St. John (Architect)	501-539-0143
Pulaski County Special School District	Little Rock	AR	Derek Scott (Facilities Director)	501-490-6209
Pulaski County Special School District	Little Rock	AR	Bill Carroll (Carpenter Foreman)	501-234-2239
University of Arkansas Medical Services	Little Rock	AR	David Moore (Director of Radiology)	501-944-3393
Arkansas Baptist College	Little Rock	AR	Fred Moseley (Architect)	501-224-3055
Bryant School District	Bryant	AR	Brooks Jackson (Architect)	501-664-8700
Clinton School of Public Service	Little Rock	AR	Joe Stanley (Architect)	501-372-7629

Supplementary Information
For
Trades, Labor and Materials
Services For
The Interlocal Purchasing System

To: Mr. David Mabe, National Coordinator
Region VIII Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

From: Doyne Construction Company, Inc.
V. Dexter Doyne, President (email: ddoyne@doyne.com)
719 Main Street, P.O. Box 5820
North Little Rock, AR 72119-5820
501-376-8900 x13

Proposal Submission Date: March 17, 2017 (3:00 p.m. deadline)

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

Mr. David Mabe, National Coordinator
Region VIII Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
866-839-8477

March 16, 2017

RE: Request for Proposal--TIPS-Category Trades, Labor and Materials

Mr. Mabe:

We are pleased to have the opportunity to present our qualifications to be considered for the above referenced TIPS Category for Trades, Labor and Materials. Doyne Construction Company, Inc. is a "Minority Owned Business Enterprise" that has been in business for 30 years. Our current management staff has been with my team of 15 years,

Doyne Construction Company, Inc. is very familiar with the Job Order Contracting (JOC) construction delivery method. We were the onsite JOC contractor at the U.S. Army Pine Bluff Arsenal for over 10 years. We completed over 200 delivery orders during these years covering all types of construction: including site development, utility and road work, heavy industrial, new commercial and existing building renovation construction. We performed approximately \$30 million worth of work over this time period. (See references)

We were involved with each delivery order from the program planning, preliminary design work, drawings and specifications production, budget and subcontractor bid package preparation. As the General Contractor we also self-perform some features of work on certain projects seeing them through close-out and warranty periods.

Selecting Doyne Construction Company, Inc. assures our clients of day to day top level management participation and oversight for their project. We offer full pre-construction phase services including program assistance, scope analysis, constructability reviews, detailed budgeting for preliminary plans through construction documents, value-engineering services, life cycle costing and environmentally responsible planning. Doyne Construction Company, Inc. offers strong quality assurance and safety assurance services as a part of our construction management scope also.

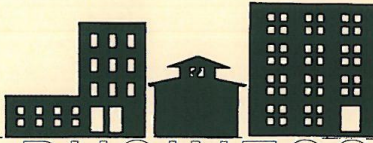
We appreciate your time reviewing our response package to your TIPS-Category Trades, Labor and Materials and sincerely hope we will be selected to serve as one of your vendors. If selected, Doyne Construction Company, Inc. will strive to provide you with **Performance Beyond Your Expectations!**

Sincerely,

V. Dexter Doyne
President

Reputation
And
Quality of Vendors
Services

Declaration



BUSINESS
&
EDUCATION

PARTNERS FOR THE FUTURE

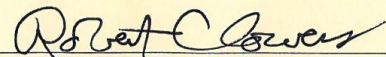
College Station Elementary School and Doyne Construction Company

*do hereby make, publish and declare a partnership
to positively affect the lives and futures
of students, businesses and the community.*

*In witness, thereof, the parties hereunto execute this partnership
on this the 8th day of November, 2005.*



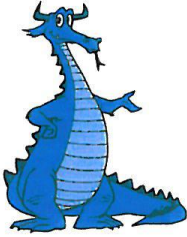
President, Board of Education



Superintendent of Education

Pulaski County Special School District

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management



College Station Elementary School

Lisa Watson, Principal
4710 Frazier Pike
Little Rock, AR 72053

Phone: 501.490.5750
Fax: 501.490.5756



Date: February 14, 2014

Mrs. Lisa Watson, Principal
College Station Elementary School
Little Rock, Arkansas 72206

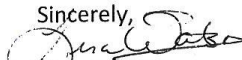
To Whom It May Concern:

I am writing to recommend Doyne Construction Company, Inc. to become one of the construction manager contractors. Doyne Instruction Company is a well-established company with great integrity and values. This company exhibits excellence and great expectations in completion of any projects.

The Doyne Construction Company is a great contributor to College Station Elementary by providing community support as well as being an advocate for our school community. They have provided numerous resources for our students through volunteer hours, taking photos of our students to place in the community newsletter, and providing mentorship with our students. This helps us build a strong foundation for our students.

Doyne Construction purchased and installed the College Station Elementary marquee to help bridge the line of communication from school to home by advertising the school events. Doyne Construction has sponsored many events in the past to provide our students educational opportunities.

I am happy to recommend Doyne Construction Company, Inc. without any hesitation. This company would provide performance beyond your expectations. If you have any questions, please feel free to contact me at 501-490-5750.

Sincerely,

Mrs. Lisa Watson



Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

T A B L E O F C O N T E N T S

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Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

DOYNE CONSTRUCTION COMPANY was formed in 1983 to serve the construction needs of my College Station community. We were located in an area in need of new housing and home rehabilitation. I saw an opportunity for a construction company that would provide jobs and a needed service while contributing to make our community a better place to live. Through careful planning and controlled growth, the company now performs work throughout the entire state of Arkansas and in surrounding states of Texas, Oklahoma, Louisiana, Tennessee and Mississippi.

On January 1, 1988, Doyne Construction Company became **DOYNE CONSTRUCTION COMPANY INCORPORATED** and we have been offering our construction services for over 30 years. We now contract for all types of general construction work on projects ranging from site development to complete commercial and industrial buildings upwards to 15 million dollars in contract size. We have also created an organization well qualified to perform design-build projects and offer construction management services to our clients.

For over 20 years we have been offering our construction management services to our clients. Starting in 1993 we served 10 years as the Job Order Contractor (JOC) for the U.S. Army Pine Arsenal in Pine Bluff Arkansas. The JOC is the Federal Government's terminology for construction manager. Since that time we have served as construction manager for other public and private sector clients. (See references)

We have targeted two sales areas to direct our marketing skills. The first area consists of state and federally funded construction, management and service contracts which are negotiated or competitive bid. The second market is the private sector, commercial, industrial and residential construction projects which are also negotiated or competitively bid.

In order to achieve recognition and desirability in both markets, we have developed an aggressive, competitive attitude and we do not hesitate to accept any types of construction or contract challenges set before us. We offer efficiency, quality workmanship, competitive pricing and guaranteed completion dates while eliminating potential problems through careful pre-planning and prompt job execution. Again, we have extended concentrated efforts into our construction management program to ensure customer satisfaction on all levels. We utilize a “partnering” approach for all our projects and this system enables us to complete our contracts successfully while building and maintaining above average working relationships with our clients.

Without a doubt, the most important element of Doyne Construction Company, Inc. is our faith in God that He will provide for our needs. This belief provides our most competitive advantage. We believe that acknowledging God is essential for any successful business endeavor.

We at Doyne Construction Company, Inc. are confident of our future goals because we are a successful contractor remaining true to our goals and beliefs. **I am happy to say that we have NEVER filed for bankruptcy or defaulted on a contract.**

We will continue to have determination, perseverance, commitment, and of course, “a satisfied client”. We believe all things are possible by utilizing these ingredients and having faith in God. By applying these principles, our goals will continue to become realities.

Company Experience

With

Job Order Contracts

and

Other

Academic Facilities

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

The Arkansas Baptist College Scholars Building, Little Rock, Arkansas

The Arkansas Baptist College Scholars General Education Building was the first new academic center to be constructed on this revitalized urban campus by Doyne Construction Company in over 20 years. The 14,000 square foot facility contains several classrooms, offices and a large lecture hall. This modern contemporary design represents the optimistic future that lies ahead for this historically black college while the third floor sky bridge connects it to its original 175 year old administration building.



Owner: Arkansas Baptist College, Little Rock, AR

Contact: Fred Moseley
SCM Architects
501-224-3055

Size: 14,000 SF

Cost: \$2.6 million

Completion: June, 2010

Project Duration: 9 Months

Delivery Method: Design/Build
Construction Manager

"Doyne Construction, as manager of the team, exhibited a professionalism with the Owner that translated into a high level of confidence that the final building was going to meet or exceed their expectations, respect the budget, and be an asset to their campus.".....

***Fred Moseley AIA.
Principal-SCM Architects
PLLC***



Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

**The William J. Clinton School of Public Service at the
Clinton Presidential Library Center, Little Rock, Arkansas**

This was a **Design/Build-Construction Manager as Constructor** project consisting of selective interior demolition of the Historic Choctaw Railroad Station to become the University of Arkansas at Little Rock-Clinton School of Public Service. Work included site utilities, landscaping, concrete construction, steel structure, brick and stone masonry, carpentry/millwork, roofing, EIFS system, all finishes, an elevator, and a full fire protection system.



William J. Clinton School of Public Service

Owner: William J. Clinton Foundation , Little Rock, AR
Contact: Jonathan Semans, Phelps Program Manager
(Now with CDI Contractors 501-666-6166)

Joe Stanley, Principal---Polk, Stanley,
Wilcox Architects-501-372-7629

Size: 30,000 SF
Cost: \$4.6 million
Completion: November, 2004
Project Duration: 12 Months
Delivery Method: Design/Build-Construction Manager

"The project, being a renovation, was incredibly challenging. Your team completed the project on schedule and the client is pleased with the quality product you provided"....

**Jonathan Semans,
Program Manager,
Phelps Program Management**

University of Arkansas Medical Science School-Little Rock - MRI Suite

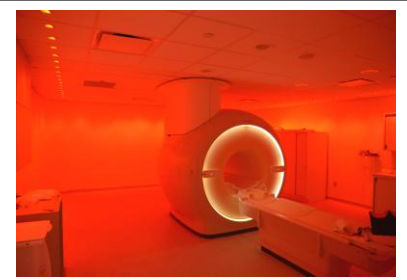


Magnetic Resonance Imaging (MRI) Suite--Phillips Ambient Experience

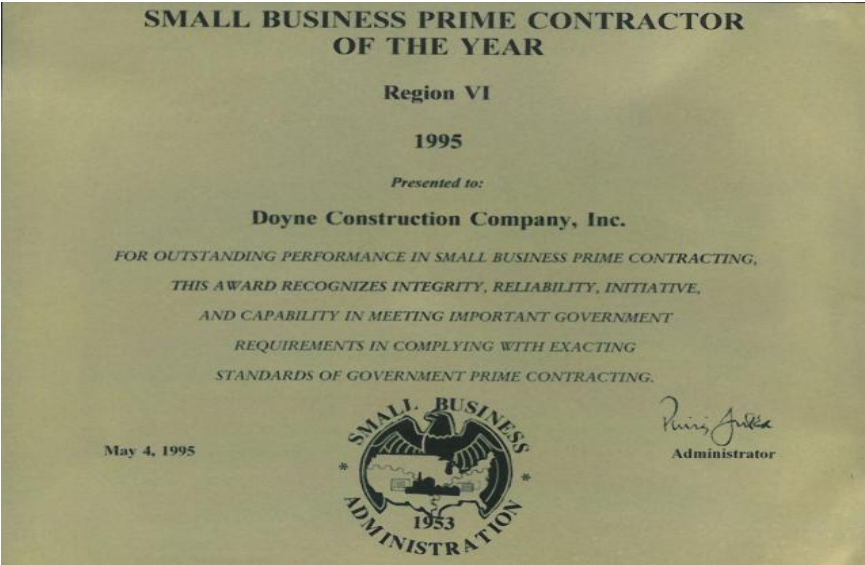


The Philips "Ambient Experience" is designed to greatly improve the patient experience by creating a variety of soothing colors to alleviate the claustrophobia associated with MRI procedures. This is the only MRI Suite of its type in the state of Arkansas.

Doyme Construction Company, Inc. and Philips Medical Technologies – designed, value-engineered and installed all of the MRI equipment and this special "Ambient (Lighting) Experience" system into this project.



Doyne Construction Company, Inc.
General Contractor * Construction Manager
Design/Build * Facilities Maintenance and Management



***"Doyne Construction is a well qualified organization that offers superior design-build projects, facilities maintenance and construction management services to its clients. Its most competitive advantage is its faith that God will provide for all its needs. With this in mind, the company continues in its determination, perseverance and commitment which allows its goals to become realities."lan M. Snyder
Department of the ArmyPine Bluff Arsenal***

**PINE BLUFF ARSENAL JOB ORDER CONTRACTING (JOC) IDIQ CONTRACT
Pine Bluff Arsenal, AR**

The JOC is the Federal Government's terminology for a construction manager. This was a ten (10) year contract we administered at the facility. During that time we maintained a fully equipped; fully staffed office at the Arsenal during this entire 10 year period. All of the projects (called "delivery orders") we performed under this contract were quasi-**Design/Build-Construction Manager at Risk** projects.

We completed over 200 delivery orders during these years covering all types of construction: including site development, utility and road work, heavy industrial, commercial and new building construction. We performed approximately **\$30 million worth of work** over this time period.

We were involved with each delivery order from the **program planning, preliminary design work, drawings and specifications production, budget and subcontractor bid package preparation.** We served as Construction Manager/General Contractor on all projects seeing them through close-out and warranty periods.

The original duration of this contract was five years, but it was renewed and re-awarded to us based on our performance for another five year term. This program was eliminated entirely at the Pine Bluff Arsenal after the these ten years due to federal program budget cuts.

This contract also allowed us the opportunity to form many good, lasting relationships with subcontractors and suppliers, and the local community in Pine Bluff, Arkansas.



Doyme Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

PRE-K Thru 12 ACADEMIC FACILITIES



**NEW 10,000-SF CLASSROOM ADDITION FOR
PULASKI COUNTY SPECIAL SCHOOL DISTRICT**
6-General Education Classrooms--5 month construction time---\$450,000.00 Budget



Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management



**NEW 100,000-SF SIMON INTERMEDIATE SCHOOL FOR
CITY OF CONWAY SCHOOL DISTRICT**

Offices-Classrooms-Cafeteria/Auditorium--12 months construction time--(Doyne \$5 Million) Total Budget \$15 Million



Doyme Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management



**CENTRAL HIGH SCHOOL - STUDENT HEALTH CENTER FOR
CITY OF LITTLE ROCK SCHOOL DISTRICT**
7,000 SF-Classrooms-Clinics- Offices---6 months construction time---\$700,000 Budget



Meeting
TIPS Criteria
for
Goods and Services
Trades, Labor, and Materials

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

Project Leader and Team

- **V. DEXTER DOYNE**, President of Doyne Construction Company, Inc., will be the **TEAM LEADER** for this TIPS contract. Mr. Doyne will be the primary contact person and will be directly involved in all phases of the work.

Mr. Doyne is the founder, and has been President, of Doyne Construction Company, Inc. throughout its 30-year existence and has personally managed many millions of dollars worth of construction work in Arkansas and other states. Mr. Doyne's resume is included herein.

Mr. Doyne may be reached at 501-376-8900 Extension 13 or at ddoyne@doyne.com.

- **TANYA O'DONOHUE**, Vice President of Operations, will be the **PROJECT MANAGER** for this contract. Ms. O'Donohue will be primarily responsible for overseeing administrative requirements for this project including, but not limited to, cost estimating, value-engineering exercises, bid package preparation, submittal and shop drawing preparation and submission, cost monitoring, Commissioning management and reporting requirements. Ms. O'Donohue will also serve as Safety Officer and Quality Control Officer for the project. She will develop, disseminate and monitor the Safety Plan(s) and Quality Control/Quality Assurance Plans for the project.

Ms. O'Donohue has been employed by Doyne Construction Company, Inc, for over 20 years as an Estimator, Project Manager, Safety Officer, EEOC/AA Officer, and Quality Control Officer. Her resume is included herein.

Tanya O'Donohue may be reached at 501-376-8900 Extension 14 or Tanya@doyne.com.

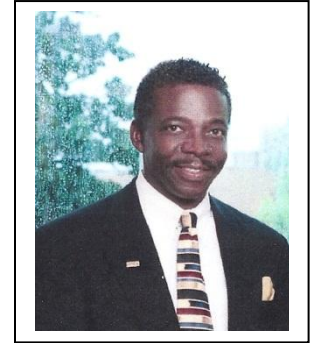
- **GREG MAYNARD**, General Superintendent, will be the general SUPERINTENDENT for the project (s). Mr. Maynard has been employed with Doyne Construction for over 15 years and has supervised all trades in the construction of commercial, civil and industrial projects. He will personally supervise any priority project and when required will supervise other superintendents on other projects based on the work loads. His resume is included herein.
- **TIFFANY WEAVER**, Assistant Project Manager/Estimator, will assist Mr. Doyne and Ms. O'Donohue will all aspects of the project and has been employed with Doyne Construction for over 10 years.
- **VAL PICANCO**, Assistant Project Manager/Superintendent will assist Ms. O'Donohue and Greg Maynard with preparing and executing various aspects of each construction project. He has been employed by Doyne Construction for 8 years.

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

PRESIDENT/CHIEF EXECUTIVE OFFICER
VIRGIL DEXTER DOYNE

Personal Status

Born in Little Rock, Arkansas. Married 30 years with 3 children.



Work History

President & CEO of Doyne Construction Company Inc., Licensed General Contractors # 00229890314
Commercial, Highway Heavy Construction, Utility and Residential Construction – 1987 to present.

General Manager of D & A Doyne Family Limited Partnership-
Residential and Commercial Property Developments – 1990 to present

Education

San Francisco State University, San Francisco, CA –1977

Degree: Bachelor of Arts, (Film) Motion Picture Production and Direction

Organizations and Associations

- Director: Little Rock Port Authority- 2010 to present
- Commissioner: Verizon Arena Board – 2003 to present
- Chairman: Arkansas Building Authority – 1994 to present
- Past Chairman: Hot Springs Documentary Film Institute - 2003 to 2004
- Director: Arvest Bank Group-Central Arkansas 1998 to present
- Director: Progressive League of College Station-1987 to present
- Deacon and Sunday School Teacher at Pilgrim Rest Baptist Church,
- Member: Little Rock Chamber of Commerce – 1988 to present
- Member: North Little Rock Chamber of Commerce – 1990 to present

Awards / Community Service

- ACHANGE- “Founders Award” Recipient 2011
- Arkansas Subcontractors Association “General Contractor of the Year Award” - 2008
- Little Rock Chamber of Commerce “Minority Small Business of the Year Award” – 2007
- Martin Luther King, Jr. “Salute To Greatness” Business Award Recipient - 2006
- MED Week – Minority Contractor of the Year – 2004
- Small Business Administration Prime Contractor of the Year for Region IV – 1995
- Arkansas Business New Magazine “Business Executive of the Year Award” – 1993
- Small Business Administration “Minority Business Advocate of the Year Award” – 1993

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

TANYA O'DONOHUE
VICE PRESIDENT – OPERATIONS
SENIOR PROJECT MANAGER &



Work History:

- Doyne Construction Co., Inc. (Since 1991) Vice President/Operations,
- Project Manager / Estimator, Corporate Safety Officer ,
- Quality Control Manager, EEO/AA Compliance Officer

Certifications:

- Certified Grade I Concrete Field Test Technician (1994)
- OSHA 500 Instructor Certification (2003)----Certified “Competent Person” – Lead Based Paint Abatement (1995)
- Contractor Quality Control Management for Contractors (Corps of Engineers)-CPR/First Aid certified since 1993
- ASHE Certified Constructor-----**LEED Accredited Professional**

Additional Skills/ Training

- -AUTOCAD through Release 14-----Primavera Critical Path (CPM) Scheduling
- -MS Project Scheduling-----Metal Building Design and Construction Builders School
- -Means Costworks Estimating System

Past Projects:

- Choctaw Sturgis Building – WJ Clinton School of Public Service, Restoration
- WJ Clinton Library Water Feature and Site Furnishings
- Little Rock Nine Monument, Arkansas State Capitol Grounds, Little Rock, AR
- Moody Elem. Collective Protection Annex, White Hall, AR
- Conway East Intermediate School, Conway, AR
- Cabot High School Fine Arts Building, Cabot, AR
- Arvest Central Mortgage Call Center, Little Rock, AR

TIFFANY WEAVER
ASSISTANT PROJECT MANAGER

Education:

- Bigelow High School
- University of Arkansas/Morrilton Community College
- Various OSHA Safety Training Classes including HazCom and General Construction

Project Experience: (2007-Present)

- Veterans Administration Hospital- New Emergency Room and Radiology Suites Renovation,
- University of Arkansas Medical Science- New Endoscopy Suite
- William Jefferson Clinton Presidential Library--Clinton School of Public Service
- U.S. Army Corps of Engineers--Moody Collective Protection Facility

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
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GREG MAYNARD
GENERAL SUPERINTENDENT

Work History:

- Doyne Construction Company, Inc., (since 1995), Superintendent
- Wilkins Construction Company, Inc., 1987 until 1995, Superintendent

Past Projects:

- -William Jefferson Clinton Presidential Library/W.J. Clinton School of Public Service, Little Rock, AR
- -Circle of Friends Sickle Cell Clinic, Arkansas Childrens Hospital, Little Rock, AR
- -Arvest Bank, Hwy 10, Little Rock, AR
- -Professional Counseling Associates New Corporate Headquarters, North Little Rock, AR
- -Scholars College (Design-Build), Arkansas Baptist College, Little Rock, AR
- -College Station Community Health Clinic, College Station, AR
- -College Station Community Center, College Station, AR
- -Pilgrims Progress Baptist Church, North Little Rock, AR
- -St. Hurricane Baptist Church, Pine Bluff, AR
- -Multiple projects at the Pine Bluff Arsenal
- -New Research Facility, University of Arkansas at Pine Bluff
- -New 1890 Extension Center, University of Arkansas at Pine Bluff
- -Lonoke County Jail Renovation, Lonoke, AR
- -National Guard Housing at Camp Robinson, North Little Rock, AR
- -BZ De-Mil Facility, Pine Bluff Arsenal

VAL PICANO
ASSISTANT PROJECT MANAGER / SUPERINTENDENT

Work History:

- Doyne Construction Company (2005-present), Superintendent/Assistant Project Manager
- CBM Construction Company (2000-2005), Carpenter Foreman

Past Projects:

- UAMS-MRI Ambient Lighting Experience- Little Rock, AR
- Arvest Data Center Renovation Phase 3, Little Rock. AR
- Golden Age Apartments, Pine Bluff, AR
- New Arvest Bank Branch, Little Rock, AR
- Serenity Park Women's Facility, Little Rock, AR
- VA Hospital 5B Phase 2 Renovation, Little Rock, AR
- Cabot High Fine Arts Building School Auditorium., Cabot AR

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

Conceptual Estimating

DOYNE CONSTRUCTION has long exhibited strong conceptual estimating skills. For many years, we performed around 100 projects per year, of varying size, at both the Pine Bluff Arsenal and the Central Arkansas Veterans Hospital (VA) campuses. We were almost always involved during the conceptual stage of each project and were called upon to assist with project scope and design development, including value analysis and systems analysis. We always prepared conceptual estimates for these projects without construction documents, but rather using tools as simple as a job walk to discuss scope requirements or limited sketches.

We provide design professionals and Owners with breakdowns of the quantities and labor/material/equipment cost estimates during this phase as well as throughout the finalization of a project budget.

We maintain historical data, R.S. Means cost books, and software and relationships with specialty subcontractors and suppliers. This has enabled us to effectively provide accurate budgets with limited initial information.

Doyne Construction strives to become an integral part of the Team (Owner-End User Group-Design Professionals-Contractor) during the conceptual phase. We have found this to be one of the most important ways we can provide our clients with the very best and most value for their construction dollars.

Detailed Estimating

DOYNE CONSTRUCTION produces detailed estimates as a matter of practice. All of our estimates include:

- Work line items defined by quantities (example: 2x4 wood blocking at cabinetry – 40 lf)
- Labor unit prices with crew rates and man-hours (example: ...blocking – 40 lf - \$2.00 per lf, 1 carpenter at \$15 per hour, 1 hour to install the 40 lf)
- Material unit prices (example: ...blocking – 40 lf, or 5 each 8' long 2x4 boards, .50 per foot or \$4 per board)
- Equipment costs per quantity item
- Specialty subcontractor costs per quantity item
- Sales tax, bond and insurance items identified separately

Value Analysis

DOYNE CONSTRUCTION practices value analysis exercises, or value engineering, for every project we perform. We strive consistently to produce specified, or better, quality in every product and piece of equipment we install on our projects. Our team is very knowledgeable about current materials, fixtures and equipment and the current cost and benefit value of those items.

We particularly assess the cost to benefit value of HVAC and electrical systems and major finish items.

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

Systems Analysis

DOYNE CONSTRUCTION is particularly skilled at developing systems analysis to assure program requirements are met while considering initial cost as well as maintenance cost and requirements. We can assist the Owner and the design professionals with the selection process and budgeting of all types of systems including, but not limited to, mechanical/HVAC, plumbing, electrical, fire alarm, data/communication, entry/exit systems (including alarm, storefront, doors, hardware, etc.), and finishes.

Constructability Reviews

DOYNE CONSTRUCTION performs thorough constructability reviews for all of our projects as a matter of practice. We will assess all areas of construction including civil or site work, structure, and all systems. We will work with the design professionals to maximize construction materials, equipment and processes and avoid delays in actual construction.

Design Support

DOYNE CONSTRUCTION is a successful Design/Build Contractor as well as a general contractor and construction manager. We are well experienced in providing design support and maintaining a good working relationship with design professionals. **We provide support to designers by visiting sites with them and assisting in preliminary site investigation and assessment.** Examples include items such as removing/replacing ceiling tiles for inspection of above-ceiling elements, removing electrical panel covers, and testing if required. We also provide specific technical information as needed about systems and components being considered. We are fully capable of remaining engaged in a project from concept to completion!

Critical Path Method Schedules

DOYNE CONSTRUCTION first began using critical path method scheduling in 1994. Since then, we have utilized this scheduling method for all of our projects. We use both Primavera scheduling software and Microsoft Project if the project warrants this type of tool. We incorporate all aspects of our projects including submittal and procurement processes. All of our managers here are skilled at working successfully with these type schedules. **(See enclosed Primavera Sample schedule - Page 27)**

Contractor Coordination

DOYNE CONSTRUCTION believes the key to successful coordination among trades is communication and involvement. We keep trade contractors and suppliers engaged throughout the construction project process by allowing them input into scheduling, conducting weekly (or as needed) progress meetings where these participants come together with us to discuss coordination, scheduling, and any issues affecting the project. These meetings are held at the site and involve actual persons performing at the site. We distribute narrative updates and schedule updates regularly to the trades as well. Our site supervision and project manager work together closely to keep all work and trades coordinated.

Change Order Management

DOYNE CONSTRUCTION's goal on every project is not to have any change orders unless they are client requested. We work diligently during the project development phase to address any issues that could potentially become unforeseen change order requests.

When a change order request arises on a project, we prepared detailed, line item pricing just like we do for our original project estimate and submit all work descriptions and cost estimates to the Owner and design professional for review along with all appropriate breakdowns and back up data.

Our typical project change order ratio is 1% or less! This mostly consists of Owner requested changes and not claims by us or our trade contractors.

Contractor and Supplier Purchasing

DOYNE CONSTRUCTION's policy is secure a minimum of three competitive bids for ALL work, materials, equipment and supplies on our projects. Subcontracts and purchase orders are issued formally by our project management staff and tracked accordingly throughout procurement.

Punchlist, Close-out and Warranty Programs

DOYNE CONSTRUCTION is committed to providing our clients with appropriate support and service at the end of each project. We prepare our own "Contractor's In-house Punchlist" on every project and complete this punchlist prior to requesting a punchlist from our Owner or design professional. We do, however, provide copies of our punchlist and corrective measures to all interested parties. We do our best to assure minimal punchlist items by the time we request a formal walk through/inspection from our client and design professional.

We are extremely thorough with our close-out document development. Our goal is always to assure our clients can easily refer to our close-out documents to see exactly what is installed, how to care for it, product warranties and preventative maintenance requirements and schedules. We provide equipment and system training for maintenance personnel when desired or appropriate. We provide as-built drawings and as-built specifications too.

We provide final affidavits of payment of all debts and claims plus lien waivers from all trade contractors (including second or third tier) and material suppliers. Note: we secure these documents monthly during the progress payment process as well.

During the warranty period, Doyne Construction will respond immediately to all warranty calls and will assure that trade contractors or suppliers respond as well. We will schedule an 11-month warranty walk through with the Owner and the design professional in preparation for expiration of the standard warranty period. Extended warranties are provided when appropriate.

Doyne Construction Company, Inc.
*General Contractor * Construction Manager*
Design/Build * Facilities Maintenance and Management

Management Strategies

First and foremost, DOYNE CONSTRUCTION's projects are managed on a daily basis by Corporate Officers. Although we have project management and estimating staff, and site superintendents, our President and Vice President oversee the projects in a "hands-on" manner. They visit the sites regularly, attend and conduct progress meetings and review all workings of each project from start to completion.

Management Strategies (cont.)

Since all of our management personnel are long term employees, we have good ability to match our managers and site personnel with the specific needs of individual projects. Our long history together as a team enables us to execute all project responsibilities in an organized manner making the best use of each team member's best assets.

We recognize that many, if not most, of the projects will be very fast-track types designed to be completed over as soon as possible. Our team is prepared to assist with scope and design, preliminary estimates, value analysis and engineering, and project execution in as quickly a manner as possible and to assure on-time completion.

Quality control and quality assurance are an important part of this process in addition to scheduling and coordination. Avoiding mistakes and re-work requirements is a key part of any project's success. Our team has the training, experience and certifications to provide the quality control and assurance program necessary for a successful project.

Safety Plans

DOYNE CONSTRUCTION is serious about construction site safety. Our management staff has the appropriate OSHA training and continuing education. Our Vice President has been certified as an OSHA 500 Trainer since 1997. We conduct site safety meetings once per week. We have a process of conducting both continuous and weekly safety inspections. This is documented daily by site personnel and weekly by management. Additionally, we work closely with our insurance carrier's Risk Management Department and have scheduled jobsite inspections from them as well.

Length of Price Guaranty

Cost Control and Cost Forecasting

DOYNE CONSTRUCTION makes cost control a priority on all of our projects. Careful and detailed scope preparation, quantity surveys and take-offs are key to both cost forecasting and cost control. Our estimators are long term employees of Doyne Construction that have successfully estimated (forecasted) hundreds of projects. We also maintain an estimating and cost database and current R.S. Means cost data to aid us in cost forecasting quickly and accurately. Fair, but vigorous, competition among trade contractors and suppliers is also key to cost control.

The most important part of cost control/forecasting is to successfully participate in and partner with the whole Team during the phase of value and systems analysis, constructability reviews and design support to provide our Owner with the desired result at the best possible price. The DOYNE CONSTRUCTION team is particularly skilled at this with a long history of successful projects.

The typical length of our price guaranty is 60 calendar days.

Delivery Time to the Member/Entity for Good or Services

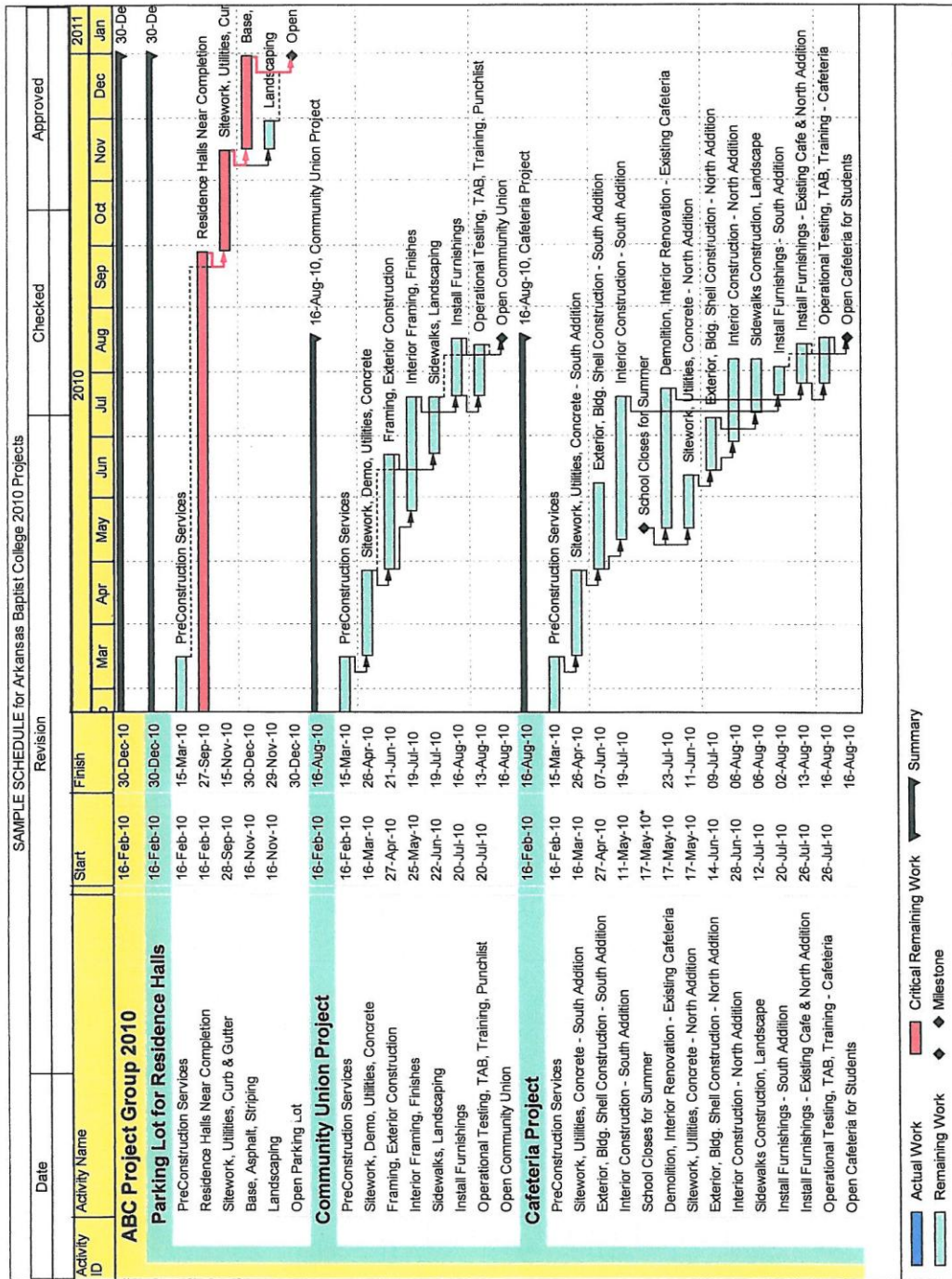
Project Scheduling

Upon receipt of a TIPS purchase order we immediately begin our scheduling by considering submittal and material lead times as well as coordination and overlapping of work requirements. We involve all project stakeholders in our initial scheduling in order to better and more smoothly meet the project goals. We produce a project schedule that will identify achievable milestones as well as the delivery time of the completed project. (See Sample Construction Schedule)

We conduct at least weekly progress and schedule review meetings on our jobsites to assure the agreed-upon schedule is being met. We take immediate corrective actions whenever schedule variations occur.

Our track record for meeting, or exceeding, critical occupancy dates is strong!

SAMPLE CONSTRUCTION SCHEDULE



FELONY CONVICTION NOTICE

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 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. 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: **Virgil Dexter Doyne**

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: _____

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

Signature of Authorized Company Official:  _____

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): _____

Signature of Authorized Company Official: _____

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: Doyne Construction Company, Inc.
(Name of Corporation)

I, Angela Kay Doyne certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Doyne Construction Company, Inc.
(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 and C.E.O.
(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

Angela K. Doyne
SIGNATURE

3-16-2017
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 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 Doyne Construction Company, Inc.

Print name of authorized representative V. Dexter Doyne

Signature of authorized representative 

Date 3-16-2017

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.

Doyne Construction Company, Inc.

Name of company expressly waiving confidential status of material

Virgil Dexter Doyne, President

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

P.O. Box 5820 North Little Rock AR 72119 501-376-8900

Address City State ZIP Phone



McDaniel-Whitley, Inc.
Bonds & Insurance

P. O. Box 382007
Memphis, TN 38183-2007
Phone (901) 881-6464
Fax (901) 881-6467

March 10, 2016

Mr. David Mabe, National Coordinator
Region VIII Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

RE: Doyne Construction Co., Inc.
North Little Rock, Arkansas

To Whom It May Concern:

With pleasure, I would like to extend my recommendation of Doyne Construction Co., Inc. I have bonded and insured this contractor for over 10 years. All projects undertaken have been completed on time and have been performed without complaint of any kind from an owner, architect, engineer, subcontractor or creditor.

We are in a position to consider a \$5,000,000.00 single project over a \$10,000,000.00 program. Their current surety is SureTec Insurance and they are A rated by A.M. Best, and in the Federal Register for approved Sureties. All bonds, however, are underwritten based on current financials, work in process, funding, contract language and many other underwriting factors.

I have every reason to believe you will be well satisfied with Dexter Doyne and Doyne Construction Co., Inc. Please give me a call if I may provide any additional information or may be of assistance.

Best regards,

Michael A. McDaniel
McDaniel-Whitley, Inc.
901-591-8750 direct
901-603-7250 cell
mmcdaniel@mcwins.com

Warranty Information
For
Trades, Labor and Materials
Services For
The Interlocal Purchasing System

Doyne Construction Company, Inc. offers at full one-year guarantee and warranty that covers material and workmanship defects not caused by other mechanics, fire or accidents or acts of Providence over which we have no control. Also our warranty guarantee does not preclude any additional extended warranties (from manufacturers or suppliers) that may be attributed to materials and/or equipment utilized in the construction project.

State of Arkansas Commercial Contractors Licensing Board

DOYNE CONSTRUCTION COMPANY, INC.
PO BOX 5820
NORTH LITTLE ROCK, AR 72119

DOYNE CONSTRUCTION COMPANY, INC.

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

- BUILDING
- (COMMERCIAL & RESIDENTIAL)
- HEAVY CONSTRUCTION
- HIGHWAY, RAILROAD, AIRPORT CONSTRUCTION
- MUNICIPAL & UTILITY CONSTRUCTION

with the following suggested bid limit Unlimited

from April 22, 2016 until April 30, 2017

when this Certificate expires.

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



John B. Coyne

CHAIRMAN

Ray [Signature]

SECRETARY

April 22, 2016 - da

Tips-USA

Summarized sales report for vendors

Tips-USA

Report between 4/28/2016 and 02/20/2017

20 February 2017

Sales

Doyne Construction Company Inc.

LITTLE ROCK SCHOOL DISTRICT	08/25/2016	\$159,549.00
PULASKI COUNTY SPECIAL SCHOOL DISTRICT	09/19/2016	\$11,925.00

Totals		\$171,474.00
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Minority Business Enterprise Certification



This acknowledges
and recognizes that

Doyne Construction Company

NAICS Code(s): 236210, 236220

is certified by the Arkansas Economic Development Commission, Small and Minority Business Division as a minority owned, controlled and operated business enterprise according to the certification standards established by Act 1222 of 2009.

Certificate Number: 31010 Issuance Date: October 2016 Expiration Date: October 2017

Handwritten signature of Michael Preston in blue ink.

Michael Preston, Executive Director
Arkansas Economic Development Commission

Handwritten signature of Patricia Nunn Brown in blue ink.

Patricia Nunn Brown, Division Director
Small and Minority Business