VENDOR CONTRACT

Between Kinco Constructors, LLC **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

JOB ORDER CONTRACTING – 1012116

General Information

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

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

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

Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devises, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

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

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

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

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

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

Participation Fees

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

Indemnity

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

2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

TIPS Member Purchasing Procedures

Proposal Process: Vendor gives TIPS member scope of work and price.
Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:
Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

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

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

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

Stored materials

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

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

SERVICES

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractors coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over $100,000 and payment bonds on all Job Orders over $25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for $1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders 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 client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

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

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the 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 contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The construction performance 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 contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, 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 contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS**.

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract**: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation**: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.

Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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

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

Exceptions:

Regular working hours are: 7:00 AM - 3:30 PM, Monday - Friday.

The Interlocal Purchasing System (TIPS Cooperative)
Supplier Response

Bid Information

Bid Creator	Mr. David Mabe General Manager
Email	david.mabe@tips-usa.com
Phone	+1 (903) 243-4759
Fax	+1 (866) 749-6674
Bid Number	1012116
Title	Job Order Contracting
Bid Type	RFP
Issue Date	11/02/2015
Close Date	12/11/2015 3:00:00 PM CT
Need by Date	

Contact Information

Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686
Contact	David Mabe, Construction Contracts Manager
Department	
Building	
Floor/Room	
Telephone	+1 (866) 839-8477
Fax	+1 (866) 839-8472
Email	bids@tips-usa.com

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Kinco Constructors
Address	12600 Lawson Road Little Rock, AR 72210
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (501) 225-7606
Fax	1 (501) 225-1028
Email	
Submitted	12/1/2015 4:24:02 PM CT
Total	$0.00

Signature Robert Hileman

Email rhileman@kinco.net

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	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.)	Kinco Constructors is a general contractor with offices in Little Rock and Springdale, Arkansas. We offer the following services: new construction, remodeling/renovation, additions, repair work, carpentry, concrete, metal buildings, emergency services, building maintenance and demolition.
6	Primary Contact Name	Primary Contact Name	Donnie Vickers
7	Primary Contact Title	Primary Contact Title	Vice President, Special Projects Division
8	Primary Contact Email	Primary Contact Email	dvickers@kinco.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012257606
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Robert Hileman
13	Secondary Contact Title	Secondary Contact Title	Business Development
14	Secondary Contact Email	Secondary Contact Email	rhileman@kinco.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012257606
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Donnie Vickers
19	Admin Fee Contact Email	Admin Fee Contact Email	dvickers@kinco.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012257606
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Donnie Vickers
22	Purchase Order Contact Email	Purchase Order Contact Email	dvickers@kinco.net

23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012257606
24	Company Website	Company Website (Format - www.company.com)	www.kincoconstructors.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	0090280416
26	Primary Address	Primary Address	12600 Lawson Road
27	Primary Address City	Primary Address City	Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72210
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.)	general contractor, construction manager, trade services, new construction, remodeling, renovation, additions, repair work, carpentry, concrete, metal buildings, emergency services, building maintenance, demolition
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding $100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes

41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	42
45	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	term of contract

Line Items

Response Total:	$0.00

CONTRACT Signature Form

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

Company Name: Kinco Constructors, LLC

Mailing Address: 12600 Lawson Road

City: Little Rock

State: AR

Zip: 72210

Telephone Number: (501) 225-7606

Fax Number: (501) 225-1028

Email Address: dvickers@kinco.net

Authorized Signature: Donnie Vickers

Printed Name: Donnie Vickers

Position: Vice President, Special Projects Division

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

Blenda McNatt — 1/21/16

TIPS Authorized Signature — Date

David Wayne Fitts — 1/21/16

Approved by Region VIII ESC — Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
South Side Bee Branch School D	Bee Branch	AR	Billy Jackson	501.654.2335
University of Arkansas	Fayetteville	AR	Jeffrey Vinger	479.575.2217
Pulaski County Special School Di	Little Rock	AR	Glen Shook	501.234.2236
Arkansas Municipal League	North Little Rock	AR	Don Zimmerman	501.374.3484

Company Profile

Please provide the following:

1. Company's official registered name. **Kinco Constructors, LLC**

2. Brief history of your company, including the year it was established.
   For over four decades, Kinco Constructors has provided professional commercial construction services to Arkansas and the surrounding states. Founded in 1973, Kinco has grown to become one of the region's leading firms.

3. Corporate office location.
   12600 Lawson Road
   Little Rock, AR 72210

4. List the total number of sales persons employed by your organization within the United States, broken down by market.
   N/A

5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
   Marc Dillard, Vice President, NWA Operations
   3803 Kelley Ave.
   Springdale, AR 72762
   479-751-8606
   marc@kinco.net

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

   A. Sales **Donnie Vickers**
   B. Sales Support – NA
   C. Marketing **Donnie Vickers**
   D. Financial Reporting **Donnie Vickers**
   E. Executive Support **Donnie Vickers**

7. Define your standard terms of payment. **Net 30 days.**

8. Overall annual sales for the last three (3) years; 2013, 2014, 2015 - **Our overall sales have been around $60,000,000 over the past three years.**

9. What differentiates your company from competitors?

A company that provides flexibility and accessibility coupled with the resources and technical capability needed for project to be of the highest quality possible.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
   We will continue to market our relationship in the successful ways that we have in the past that has allowed us to be a leader in the construction industry in Arkansas in the usage of the TIPS/TAPS delivery method.

   a. A co-branded press release within first 30 days – **If necessary.**
   b. Announcement of award through any applicable social media sites - **Yes**
   c. Direct mail campaigns – **Logo used in mailings.**
   d. Co-branded collateral pieces – **We include at least the logo whenever relevant.**
   e. Advertisement of contract in regional or national publications – **If relevant**
   f. Participation in trade shows - **Yes**

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded. **We discuss speed and quality as the major benefits to those eligible to use TIPS/TAPS.**

3. Explain how your company plans to market this agreement to existing government customers. **We promote TIPS/TAPS as a quick alternative to get a high quality job done by a leader in the construction industry in Arkansas.**

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

   $__60,000,000 +__ in year one

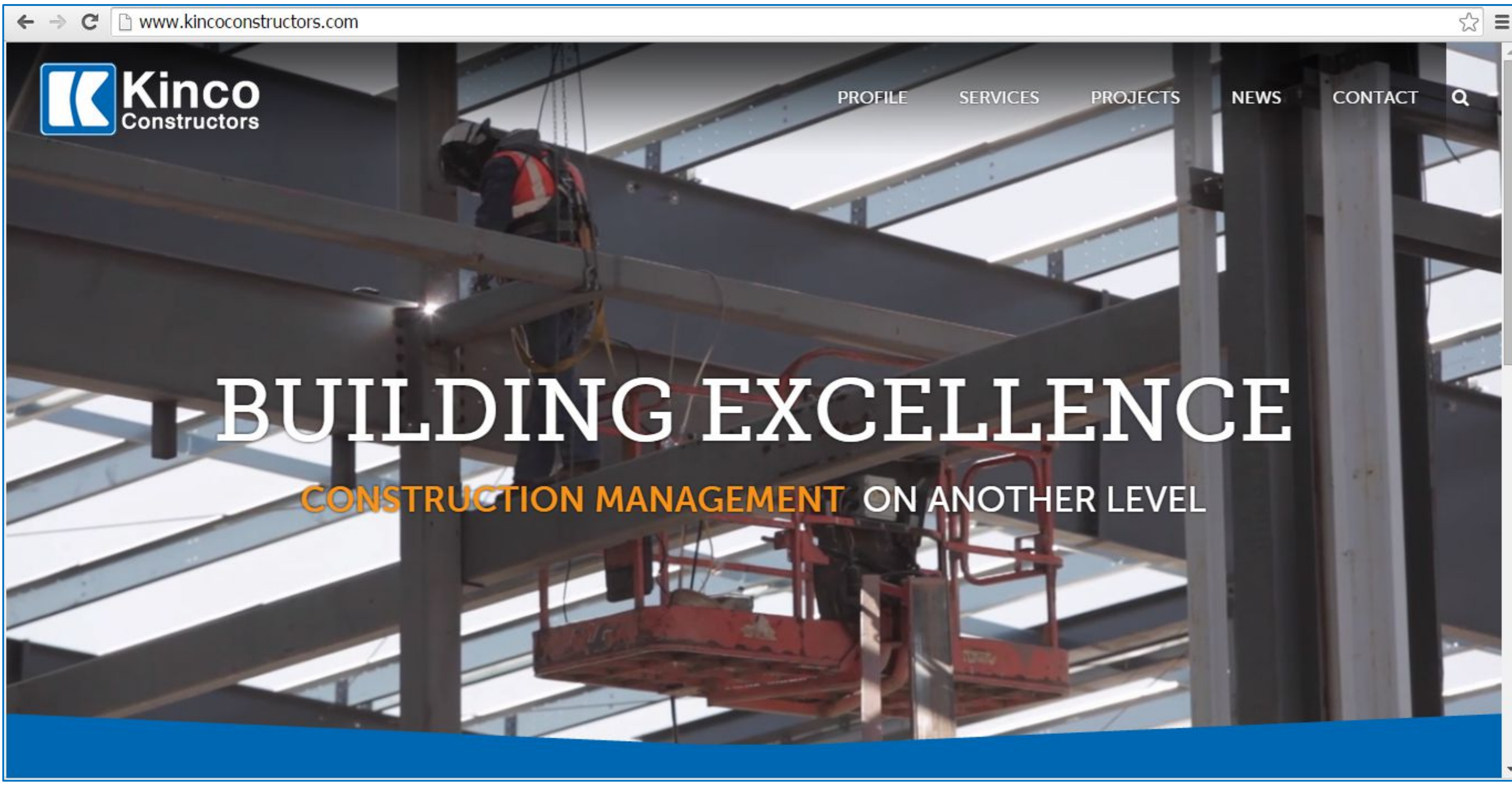
   $__60,000,000 +__ in year two

   $__60,000,000 +__ in year three

Kinco Website

www.KincoConstructors.com

To learn more about Kinco, please visit our website at www.KincoConstructors.com.



Kinco Constructors

Building Excellence for Over Forty Years

School Facilities

Kinco
Constructors

Kinco Contacts

Kinco Constructors

12600 Lawson Road Little Rock, AR 72210 501.225.7606	3803 Kelley Avenue Springdale, AR 72762 479.751.8606

www.KincoConstructors.com

Doug Wasson
President/CEO
dwasson@kinco.net
Mobile: 501.831.7606

Marc Dillard
Vice President, NWA Operations
marc@kinco.net
Mobile: 479.263.6015

Donnie Vickers
Vice President, Special Projects Division
dvickers@kinco.net
Mobile: 501.804.7235

Rob Hileman
Business Development
rhileman@kinco.net
Mobile: 501.681.5549

TABLE OF CONTENTS

Kinco
Constructors

www.KincoConstructors.com

Background

Kinco Background

History

For over four decades, Kinco Constructors has provided professional construction services to Arkansas and the surrounding states. Founded in 1973, Kinco has grown to become one of the region's leading firms. Additionally, we are proud to have no bankruptcies and no contract defaults in our history.

Corporate Philosophy

Kinco's corporate philosophy is simple yet enduring: customer satisfaction through quality and value. Our philosophy is based upon ethical conduct in all we do, mutual trust and teamwork. Integrity in all commitments we make and work we perform is a key element in our success as a general contractor.   As a service organization, our success depends upon the combined contribution of all employees. Consequently, Kinco is dedicated to fostering a work environment which challenges, enriches and rewards our people. We stress continuous improvement through testing, evaluating and continually raising our standard of excellence. Foremost, Kinco is customer focused. We listen to what our customers say. We provide quality and value through innovation and flexibility...and we do every task safely.

Mission Statement

Kinco Constructors exists to provide its clients with the best value in construction services; to protect the client's financial interests at all times; to earn the trust and respect of every client, designer, and subcontractor; to deliver the highest quality construction projects; to ensure the safety of our workforce; and to provide every employee with a workplace where their efforts are fairly rewarded and each one can develop their full potential.

Professional Staff

With offices in Little Rock and Springdale, Kinco employs approximately 150 people, of which 30 are salaried professionals (engineers, estimators and supervisors). In keeping with our corporate philosophy of continuous improvement, Kinco encourages personal growth through programs of continuing specialized education and affiliations with professional organizations. Our success depends upon it.

Construction Services

Kinco provides a broad range of construction services to industry and all segments of the public and private sectors through offices in Little Rock and Springdale, Arkansas. Specializing in construction management, general contracting and design/build projects, Kinco's staff of professionals understands the importance of hands-on project management. Top wages and an excellent reputation are placed with aggressive recruiting techniques to employ resident employees on projects around the state. This local workforce is supplemented with key Kinco employees to provide quality construction jobs for area workers.

Our self- perform capabilities, backed by a workforce of skilled craftsmen, include structural steel erection, foundations and all other concrete work, precast concrete erection, carpentry, millwork, metal roofing and wall panel installation, architectural finishes and casework installation. Few contractors in Arkansas have as many skilled workers as we do. The experience gained by Kinco's estimators and supervisors with our own trade employees gives insight and understanding into a construction manager's role with other trade contractors. This in-house capability, coupled with the depth and experience of our staff in managing projects and subcontractors, distinguishes Kinco as a prominent CM/GC and an indispensable member of any owner's construction team.

Community Involvement

Both the company and our employees are community oriented, giving freely of their time, talent and financial resources for numerous civic and nonprofit organizations.

Affiliations/Awards

Kinco is a corporate member of the Associated General Contractors, Construction Management Association of America, United States Green Building Council (LEED), Greater Little Rock, North Little Rock, Conway, Rogers/Lowell, Springdale and Fayetteville Chamber of Commerce As well as, the Arkansas Historic Preservation Alliance and the Downtown Little Rock Partnership. A number of Kinco's professional staff are also active in the American Institute of Constructors (AIC).

Through alliance with these organizations and a track record of proven performance, Kinco has developed a reputation as a leader and innovator in all aspects of the construction process. Through the Associated Builders and Contractors Excellence in Construction Awards Program, Kinco has been recognized numerous times. We have also been named General Contractor of the Year by the American Subcontractors Association of Central Arkansas. Kinco is an employee-driven, Total Quality and Drug Free Company and a leader in developing a comprehensive craft training program in conjunction with the Associated General Contractors as approved by the U.S. Department of Labor. Kinco is involved in the AGC/OSHA Partnership program where safety is constantly stressed. As a result, our safety record is recognized as one of the best in the industry.

Leadership

Kinco Leadership

The Kinco staff is well prepared to take on the challenges of your projects. We have a sensitivity to public safety concerns, the speed to get jobs completed quickly and the commitment to quality to get them done right as a valued member of the project team.

Doug Wasson
President | CEO

William Fletcher
Executive VP | COO

Marc Dillard
VP | NWA Operations

Keith Jacks
Vice President

Donnie Vickers
VP | Special Project Division

Mike Zimmer
Director of Preconstruction

Experience

Kinco K-12 Experience

Representative List of K Through 12 Projects

England High School Safe Room/Gym & Track
England, Arkansas
Owner: England School District
Designer: French Architects

South Side Bee Branch Auditorium
Bee Branch, Arkansas
Owner: South Side Bee Branch School Dist.
Designer: Jackson Brown Palculict

South Side Bee Branch Improvements
Bee Branch, Arkansas
Owner: South Side Bee Branch School Dist.
Designer: The Renshaw Firm Architects

Eureka Springs High School
Eureka Springs, Arkansas
Owner: Eureka Springs School District
Designer: Morrison Architecture

Johnson County Westside Primary School
Hartman, Arkansas
Owner: Johnson County Westside School District
Designer: Lewis Architects Engineers

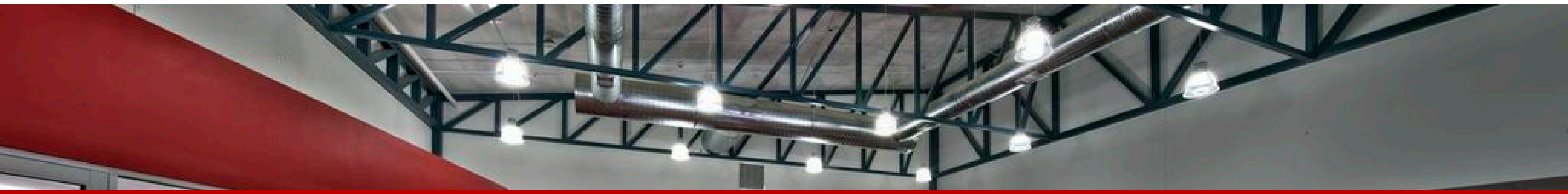
South Side Bee Branch Middle School Cafeteria
Bee Branch, Arkansas
Owner: South Side Bee Branch School Dist.
Designer: Robert Bailey & Associates

Harmony Grove Middle School
Haskell, Arkansas
Owner: Harmony Grove School District
Designer: Jackson Brown King Architects

South Side Bee Branch Middle School
Bee Branch, Arkansas
Owner: South Side Bee Branch School Dist.
Designer: Robert Bailey & Associates

Forest Heights Middle School Renovation
Little Rock, Arkansas
Owner: Little Rock School District
Designer: Morris & Associates

Glen Rose Gym Roof Replacement
Malvern, Arkansas
Owner: Glen Rose School District
Designer: French Architects



Representative List of K Through 12 Projects (Cont.)

Eureka Springs Elem School Roof Replacement
Eureka Springs, Arkansas
Owner: Eureka Springs School District
Designer: Morrison Architecture

Eureka Springs School District Renovations
Eureka Springs, Arkansas
Owner: Eureka Springs School District
Designer: Morrison Architecture

Crystal Hill Elementary School Roof
North Little Rock, Arkansas
Owner: Pulaski County Special School Dist.
Designer: Lewis Architects-Engineers

Joe T. Robinson High School
Little Rock, Arkansas
Owner: Pulaski County Special School Dist.

Benton High School Roof Replacement
Benton, Arkansas
Owner: Benton School District
Designer: Black Corley Owens Hughes

Howard Perrin Elementary Roof Replacement
Benton, Arkansas
Owner: Benton School District
Designer: Black Corley Owens Hughes

Angie Grant Elementary Roof Replacement
Benton, Arkansas
Owner: Benton School District
Designer: Black Corley Owens Hughes

PROJECT EXPERIENCE

SOUTHSIDE BEE BRANCH AUDITORIUM

926 SEAT AUDITORIUM

MUSIC ROOM

25,000 SQ FEET

$4,000,000 BUDGET

PROJECT EXPERIENCE

EUREKA SPRINGS HIGH SCHOOL

89,000 SQ FEET

THREE STORIES

GYMNASIUM

AUDITORIUM

MEDIA CENTER

CAFETERIA

PROJECT EXPERIENCE

EUREKA SPRINGS HIGH SCHOOL

"I can truly say working with Kinco much of that stress of the project has been alleviated. Your folks are very professional and also very knowledgeable about the work they do"

-Curtis Turner, Jr.
Superintendent

Eureka Springs School District
147 Greenwood Hollow Road
Eureka Springs, Arkansas 72632
Phone: 479-253-5999 Fax: 479-253-5955
http://eurekaspringsschools.k12.ar.us/

March 15, 2013

Mr. Mark Dillard
Kinco Constructors, LLC.
3803 Kelley Avenue
Springdale, Arkansas 72762

Dear Mark,

It has truly been a pleasure working with your company as we have completed our new 9-12 facility here at Eureka Springs. Your staff consisting of Lodie Dixon and David Ellison has been wonderful to have on our job site each day. Having been a superintendent for some 29 years and having been involved with many building projects one quickly can tell the construction companies who truly care about the project from those who don't. Kinco has always had the best interest of the school district in mind as we worked through the project. That said I would not hesitate to use your company on our projects. I would also encourage any other school district to use your company on any project they may have.

As a superintendent I have many things going on each and every day. Adding a building project to that workload just increases the amount of concerns I have. I can truly say working with Kinco much of that stress of the project has been alleviated. Your folks are very professional and also very knowledgeable about the work they do. You should be proud to have people on your staff like those that worked on our school. That said I would gladly recommend Kinco Constructors to anyone who might have a project.

If I can ever be of assistance to you in any way, please feel free to contact me. I would also encourage you to have any potential clients to not only talk with me but to come and see what your company has done for our school in its completion of our new 89,000 square feet multi-level 9-12 facility.

Thank you for what your company has done for our school.

Sincerely,

Curtis Turner, Jr.
Superintendent of Schools

PROJECT EXPERIENCE

JOHNSON COUNTY WESTSIDE PRIMARY SCHOOL

20,000 SQ FEET

FEMA CONCRETE SAFE ROOM

SIXTEEN NEW CLASSROOMS

PROJECT EXPERIENCE

JOHNSON COUNTY WESTSIDE PRIMARY SCHOOL

Westside Public Schools
Johnson County
westsiderebels.net

District Office	High School Grades 7-12	Elementary Grades K-6
Superintendent: Mr. Lucas Skaggs	Principal: Mr. Chase Carter	Principal: Mr. John Elms
1535 Rabbit Hill Road	400 N. Hwy. 164	193 School Street
Hartman, AR 72840	Hartman, AR 72840	Hartman, AR 72840
Phone 479-497-1991	Phone 479-497-1171	Phone 479-497-1088
Fax 479-497-9037	Fax 479-497-1537	Fax 479-497-1938
lskaggs@westsiderebels.net	chase.carter@westsiderebels.net	jelms@westsiderebels.net

November 28, 2011

I am pleased to write a letter of recommendation on behalf of Kinco Construction. The School Board of Westside School District in Johnson County hired Kinco as Construction Manager of a new K-3 building project. This project was 20,175 square feet and cost was $3,308,000. Funding consisted of Bond, FEMA, Partnership, Stabilization Stimulus and Special Education Stimulus.

As a new superintendent with limited building experience, Kinco took care of all of my questions. The employees were professional, efficient and worked well with the community. Matt Wooldridge took care of providing payroll information and organizing construction meetings. Brad Johnson, job superintendent, was on site and worked well with community members regarding organizing construction and demolition of old buildings. He would help load pieces of sidewalks on individuals' trailers and acted as the liaison between the community and school administration, saving me massive amounts of time. Kinco had representation at School Board meetings to present construction updates. The Board President, Mike Estes, has commented to me on how much he appreciated the good job Kinco has done, as compared to prior experiences.

This particular project presented several challenges as old buildings remained and the new buildings were being tied in with the old. Kinco personnel were always immediately accessible by e-mail, phone calls, texts, or on site. They never minded how many questions I asked and thoroughly explained answers to my questions, no matter how many times I had to ask the same question.

The architect has bragged to me on how well Kinco personnel has worked with him regarding design and implementation of the project. There was a lot of "behind the scenes" work that took place between the construction manager and architect which did not require me to be off campus because they took care of things.

If I may be of further assistance to you making a decision regarding selecting a construction manager, please do not hesitate to contact me.

Respectfully submitted,

Lucas Skaggs
Superintendent

"The architect has bragged to me on how well Kinco personnel has worked with him regarding design and implementation of the project.."

-Lucas Skaggs, Superintendent

PROJECT EXPERIENCE

SOUTHSIDE BEE BRANCH MIDDLE SCHOOL

22,000 SQ FEET

SAFE ROOM

NEW CLASSROOMS

COMPLETED IN SEVEN MONTHS

PROJECT EXPERIENCE

SOUTHSIDE BEE BRANCH CAFETERIA

South Side Public Schools

Billy Jackson, Superintendent

334 Southside Road
Bee Branch, AR 72013
(501) 654-2335
(501) 654-2336 Fax

To Whom It May Concern:

It is a privilege to provide this letter of reference for Kinco Constructors.

We selected Kinco as construction manager for the South Side Bee Branch middle school and cafeteria projects. I have been extremely pleased with their ability to perform. From the beginning, I was impressed with their ability to work closely with our architect and me in a real team environment. During the pre-construction phase of the project, Kinco provided value/ engineering options that allowed us to construct the facility within our budget without sacrificing quality.

I have developed an outstanding relationship with project management and jobsite supervision. Our superintendent has run the projects efficiently. I appreciate his ability to effectively communicate with me and keep me apprised of all necessary project information on a daily basis. The jobsite has been kept clean and free of excessive debris. They have demanded and ensured a safe area for all students, faculty, and workers. Project management holds regular progress meetings on site with the subcontractors and me. All trades know what is expected of them.

Kinco has delivered on their word. The project is within budget and on track to be completed on schedule. The quality of the work has been outstanding. Therefore, I believe I made the best choice by selecting Kinco as my construction manager. When we are considering another building project, I will certainly contact Kinco.

If I can provide additional information, don't hesitate to call.

Sincerely,

South Side Bee Branch School District

Billy Jackson

Billy Jackson, Superintendent

The South Side School District does not discriminate on the basis of race, color, national origin, sex, age, qualified handicap or veteran.

"Kinco has delivered on their word. The project is within budget and on track to be completed on schedule. The quality of work has been outstanding."

-Billy Jackson, Superintendent

Representative List of CM/GC Projects – Last Five Years

Project	Owner / Designer
UAMS Regional Program West Facility Fort Smith, Arkansas	Owner: UAMS Designer: WER Architects
SAU Residence Halls Magnolia, Arkansas	Owner: Southern Arkansas University Designer: WER Architects
England High School Gym/Safe Room & Track England, Arkansas	Owner: England School District Designer: French Architects
Lambda Chi Alpha Fayetteville, Arkansas	Owner: University of Arkansas Designer: Yeary Lindsey Architects
South Side Bee Branch Auditorium Bee Branch, Arkansas	Owner: South Side Bee Branch School Dist. Designer: Jackson Brown Palculict
Baseball & Track Indoor Training Facility Fayetteville, Arkansas	Owner: University of Arkansas Designer: WER Architects
Student Center Camden, Arkansas	Owner: SAU Tech Designer: CADM Architects
Bankston Hall Monticello, Arkansas	Owner: University of Arkansas at Monticello Designer: SCM Architects
Culinary Arts Building Little Rock, Arkansas	Owner: Pulaski Technical College Designer: Taggart Foster Currence Gray
Hotz Hall Fayetteville, Arkansas	Owner: University of Arkansas Designer: SCM Architects
Wellness Center/Safe Room West Memphis, Arkansas	Owner: Mid-South Community College Designer: PKM Architects

Representative List of CM/GC Projects – Last Five Years (Cont.)

South Side Bee Branch Improvements Bee Branch, Arkansas	Owner: Designer:	South Side Bee Branch School Dist. The Renshaw Firm Architects
Eureka Springs High School Eureka Springs, Arkansas	Owner: Designer:	Eureka Springs School District Morris & Associates
Johnson County Westside Primary School Hartman, Arkansas	Owner: Designer:	Westside School District Lewis Architects Engineers
South Side Bee Branch Middle School Cafeteria Bee Branch, Arkansas	Owner: Designer:	South Side Bee Branch School Dist. Robert Bailey & Associates
South Side Bee Branch Middle School Bee Branch, Arkansas	Owner: Designer:	South Side Bee Branch School Dist. Robert Bailey & Associates
Marion Berry Renewable Energy Center West Memphis, Arkansas	Owner: Designer:	Mid-South Community College PKM Architects
Dining Hall Little Rock, Arkansas	Owner: Designer:	Arkansas Baptist College SCM Architects
Buffalo Student Center Little Rock, Arkansas	Owner: Designer:	Arkansas Baptist College SCM Architects
Classroom Building Little Rock, Arkansas	Owner: Designer:	Arkansas Baptist College SCM Architects
Old Main Renovation Little Rock, Arkansas	Owner: Designer:	Arkansas Baptist College SCM Architects
NWA Children's Shelter Highfill, Arkansas	Owner: Designer:	NWA Children's Shelter JKJ Architects

Kinco CM/GC Experience

Kinco CM/GC Experience

Special Projects Division

Kinco Special Projects Division

Background

In 2001, Kinco developed a team to meet the needs of the fast paced construction environment. The Kinco Special Projects Division is available to serve as your go to contractor for building maintenance and repairs, additions, renovations, concrete work, demolition, emergency services, tenant finishes and small new construction projects. Additionally, we can serve as a supplement to in-house maintenance activities.

TIPS/TAPS Awarded Vendor

Kinco Constructors is a proud TIPS/TAPS Awarded Vendor in the category of Commodity: Trades, Temporary Labor and Materials – Contract Number: 1032813.

Self-Perform Capabilities

Kinco is a builder – not just a management company. We have the ability to self-perform the following trades:

Cast in Place Concrete	**Finish Carpentry**
Structural Excavation	**Millwork Installation**
Demolition	**Caulking**
Precast Concrete Erection	**Architectural Panel Installation**
Structural Steel Erection	**Doors, Frames and Hardware**
Miscellaneous Steel Installation	**Installation of Specialties & Equipment**
Rough Carpentry	**Pre-Engineered Steel Erection**

Turn-Key Construction

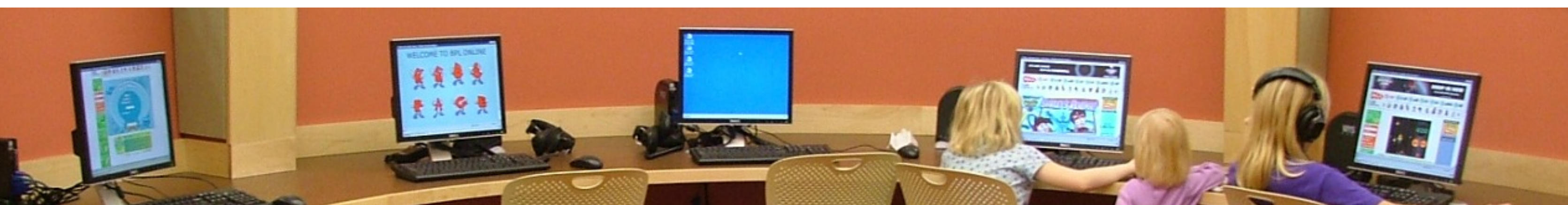
The Kinco project team will manage the entire project. From planning and preliminary budgeting through construction and project closeout, Kinco provides unparalleled turn-key construction services. In addition to our self-perform capabilities, we enjoy an outstanding relationship with local subcontractors.

Contacts

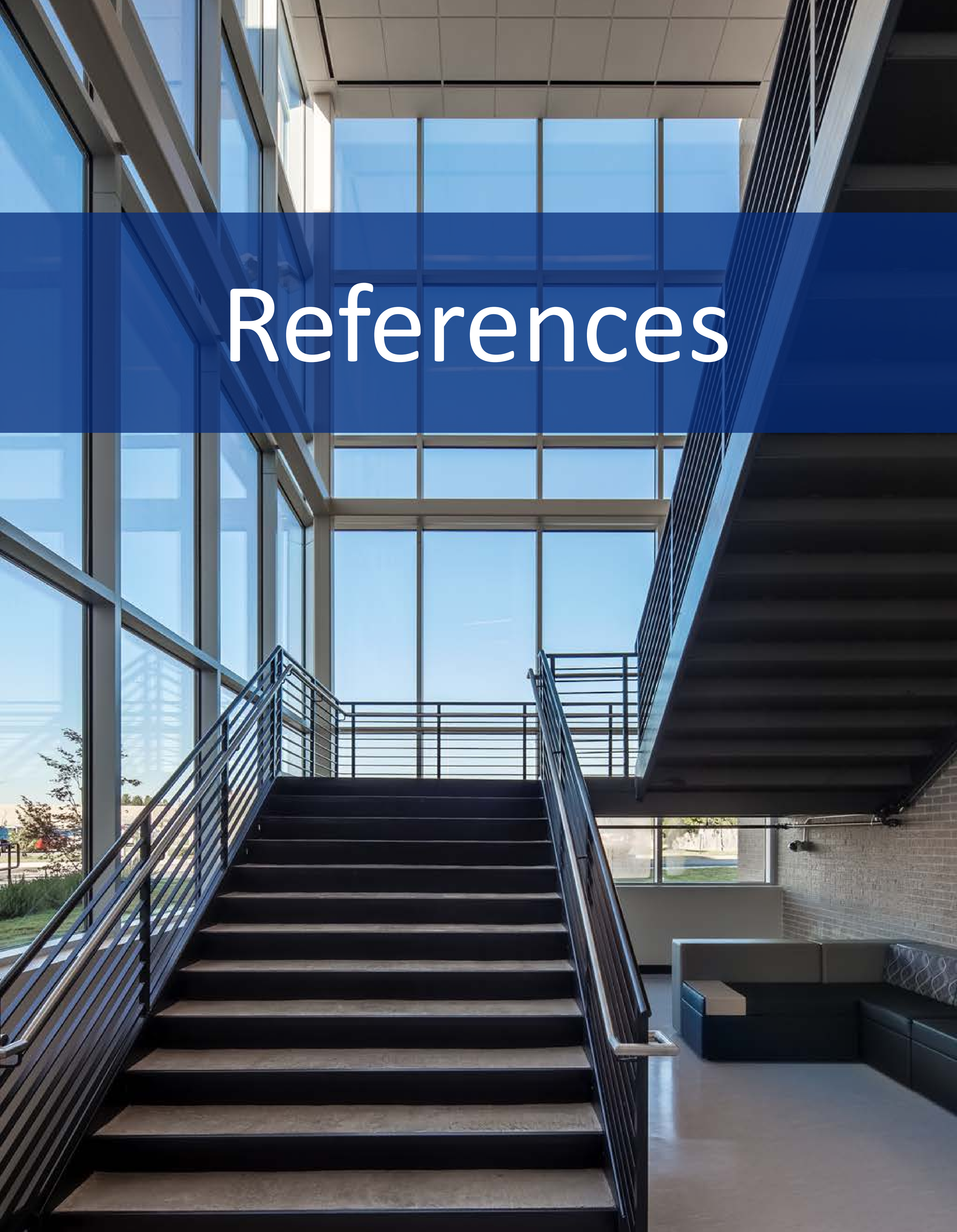
Donnie Vickers
Vice President, SPD
dvickers@kinco.net
501.225.7606

Marc Dillard
Vice President, NWA
mdillard@kinco.net
479.751.8606

Rob Hileman
Business Development
rhileman@kinco.net
501.681.5549



References



Kinco
References

.

We believe that the true measure of a company's worth is the strength and quality of its relationships. That is why we are proud that over 85% of our annual business is completed for repeat customers.

Billy Jackson
Superintendent
501-654-2335
South Side Bee Branch School District
Bee Branch, Arkansas

Curtis Turner
Superintendent
870-287-4748
Mineral Springs School District
Mineral Springs, Arkansas

Dr. Fitz Hill
President
501-244-5110
Arkansas Baptist College
Little Rock, Arkansas

Bobby Jones
VP Finance & Administration
870-230-5090
Henderson State University
Arkadelphia, Arkansas

John Connell
Principal
501-224-3055
SCM Architects
Little Rock, Arkansas

Lucas Skaggs
Assistant Superintendent
479-667-4118
Ozark School District
Ozark, Arkansas

Jay Jones
Vice Chancellor Finance & Administration
870-460-1022
University of Arkansas at Monticello
Monticello, Arkansas

Jeffrey Vinger
Director of Residential Facilities
479-575-2217
University of Arkansas
Fayetteville, Arkansas

Bob Beeler
Director of Design & Construction
479-575-6192
University of Arkansas
Fayetteville, Arkansas

David Sargent
Principal/CEO
501-374-5300
WER Architects
Little Rock, Arkansas

Kinco Constructors
12600 Lawson Road, Little Rock, Arkansas 72210
Phone (501) 225.7606 Fax (501) 225.1028
www.KincoConstructors.com

WARRANTY

For each completed project, Kinco provides a 1 year warranty on all labor and materials furnished. A sample warranty letter is provided in this section.

Additional warranties are provided with Kinco project close-out documents. Examples of these warranties include roofing, mechanical systems, and subcontractor warranties.

Kinco
Constructors, LLC

WARRANTY

Project: **LRSD Cloverdale Repairs**

Location: **Cloverdale Middle School, Little Rock, Arkansas**

Owner: **Little Rock School District**

We, Kinco Constructors LLC, Contractor for the **Little Rock School District**, do hereby warrant that all labor and materials furnished and work performed in conjunction with the referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from date of Substantial Completion. This warranty commences on **July 30, 2009** and expires on **July 29, 2010.**

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same shall, upon written notice by the Owner, be made good by the undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner

For: **Kinco Constructors, LLC**

By: **Donnie Vickers**

Title: **Project Manager**

12600 Lawson Road • Little Rock, Arkansas 72210
Phone 501-225-7606

Contractor License

State	License Number
Texas	Not Required
Arkansas	**90280416**

**** Contractor must list each state that they are licensed to work. Contractor must also add these states to the Pricing Exhibit, that includes a coefficient for each state.**

**** Contractor will only be awarded states listed on this sheet.**

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

If the TIPS member 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?** **(Check one)**

   ☑ **YES or** ☐ **NO**

2. **If yes, do you agree to comply with the following federal requirements?** **(Check 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 Kinco Constructors, LLC

Name of authorized representative Donnie Vickers

Signature of authorized representative Donnie Vickers

Date 11/04/2015

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

Vendor Name: Kinco Constructors, LLC

Vendor Address: 12600 Lawson Road

Vendor E-mail Address: dvickers@kinco.net

Vendor Telephone: 501-225-7606

Authorized Company Official's Name: Donnie Vickers

Signature of Company Official: Donnie Vickers

Date: 11/4/15

2 CFR PART 200 Contract Provisions

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

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

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

Does vendor agree? YES __X__ Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

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

Company Name Kinco Constructors, LLC

Print name of authorized representative Donnie Vickers

Signature of authorized representative Donnie Vickers

Date 11/4/15

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.