QUAIL CREEK COMMUNITY FACILITIES DISTRICT
April 14, 2008
Board Meeting

Pursuant to A.R.S. § 38-431.02 notice is hereby given to the public that the Quail Creek Community Facilities District board will hold a meeting at the date and time specified below at the Sahuarita Town Hall Council Chambers, 375 West Sahuarita Center Way, Sahuarita, Arizona.

To better serve our community, the meeting location is wheelchair accessible. Any person who by reason of any disability is in need of special services as a result of their disability, such as assistive listening devices, agenda materials printed in Braille or large print, or a signer for the hearing impaired, etc., will be accommodated. These special services are available upon prior request at least ten working days prior to the meeting.

CFD MEETING AGENDA
At or after 6:30 p.m.

1. **CALL TO ORDER**

2. **ROLL CALL**
   Board Chair Skelton
   Board Vice-Chair Conklin
   Board Member Downs
   Board Member Minor
   Board Member Moreno
   Board Member Oldham
   Board Member Sullivan

3. **CONSENT AGENDA**

   A. **APPROVAL OF MINUTES (June 25, 2007 CFD Board Meeting)**

   B. **RESOLUTION NO. 9, A RESOLUTION OF THE QUAIL CREEK COMMUNITY FACILITIES DISTRICT, ADOPTING AMENDED PURCHASING POLICIES FOR PURCHASES AND CONTRACTS BY THE DISTRICT.**

4. **RESOLUTION NO. 12, AUTHORIZING THE PURCHASE OF SERVICES WITH 3D/INTERNATIONAL, INC, THROUGH MOHAVE EDUCATIONAL SERVICES COOPERATIVE, TO CONSTRUCT QUAIL CREEK PARK IN THE AMOUNT OF ONE MILLION THREE HUNDRED AND EIGHTY TWO THOUSAND FIVE HUNDRED AND ELEVEN DOLLARS ($1,382,511).**

5. **ADJOURNMENT**

Action may be taken by the District Board on any item listed on this agenda.

POSTED: DATE:_____ TIME: _____Office _____ School _____Anamax

Quail Creek Community Facilities District
June 25, 2007
District Board Meeting Minutes
Anamax Park Recreation Center

1. CALL TO ORDER

Board Chair Lynne Skelton called the meeting to order at 7:48 pm.

2. ROLL CALL

Board Member Moreno
Board Member Minor (absent/excused)
Board Vice-Chair Conklin
Board Chair Skelton
Board Member Oldham
Board Member Sullivan
Board Member Downs (absent/excused)

3. APPROVAL OF MINUTES OF JUNE 11, 2007

MOTION: To approve the minutes of June 11, 2007. ***Motion: Board Member Oldham; 2nd: Board Member Moreno. Motion passed 5-0. (Board Member Roger Minor and Board Member Scott Downs absent/excused).***

4. QUAIL CREEK COMMUNITY FACILITIES DISTRICT RESOLUTION NO. 8, DISCUSSION AND POSSIBLE ACTION AUTHORIZING A REVISED COOPERATIVE PURCHASE AGREEMENT WITH MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC., ENABLING THE QUAIL CREEK COMMUNITY FACILITIES DISTRICT, AS A MEMBER, TO PLACE ORDERS WITH AND MAKE PAYMENT DIRECTLY TO VENDORS.

Finance Director, A.C. Marriotti, gave a staff report on this item.

MOTION: To approve Resolution No. 8, authorizing a revised cooperative purchase agreement with Mohave Educational Services Cooperative, Inc. ***Motion: Council Member Oldham; 2nd: Board Vice-Chair Conklin. Motion passed 5-0. (Council Member Roger Minor and Council Member Scott Downs absent/excused).***

5. QUAIL CREEK COMMUNITY FACILITIES DISTRICT RESOLUTION NO. 11, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FROM ROBSON RANCH QUAIL CREEK, LLC, FOR THE PURPOSES OF CONSTRUCTING PUBLIC INFRASTRUCTURE; AND AUTHORIZING THE CHAIRPERSON OF THE DISTRICT TO SIGN

DEEDS AND OTHER DOCUMENTS NECESSARY TO CONCLUDE SUCH ACQUISITION.

Jim Stahle, CFD District Manager, gave a staff report on this item.

MOTION: To approve Resolution No. 11. ***Motion: Board Vice-Chair Conklin; 2nd: Board Member Moreno. Motion passed 5-0. (Council Member Roger Minor and Council Member Scott Downs absent/excused).***

6. **PUBLIC HEARING, QUAIL CREEK COMMUNITY FACILITIES DISTRICT RESOLUTION NO. 10, DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE FINAL BUDGET FOR FISCAL YEAR 2007-2008 PURSUANT TO SECTION 48-716, ARIZONA REVISED STATUTES, AS AMENDED; ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT IN AMOUNTS SPECIFIED IN THE FILED STATEMENTS AND ESTIMATES; PROVIDING FOR CERTIFIED COPIES OF THIS RESOLUTION AND ORDER TO BE DELIVERED TO THE PIMA COUNTY BOARD OF SUPERVISORS AND THE ARIZONA DEPARTMENT OF REVENUE; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.**

A.C. Mariotti, Finance Director, Gave a staff report on this item.

Board Chair Skelton opened the public hearing.

Board Chair Skelton closed the public hearing.

MOTION: To approve Resolution No. 10. ***Motion: Vice-Chair Phil Conklin: Board Member Oldham. Motion passed 5-0. (Council Member Roger Minor and Council Member Scott Downs absent/excused).***

7. **ADJOURNMENT**

Board Chair Lynne Skelton adjourned the meeting at 7:59 PM without objection.

Lynne Skelton
CFD Board Chair

Sandra R. Olivas, CMC
CFD District Clerk

QUAIL CREEK CFD BOARD MEETING INFORMATION	QUAIL CREEK COMMUNITY FACILITIES DISTRICT	

MEETING DATE: April 14, 2008 ***DATE PREPARED: April 2, 2008***

AGENDA ITEM # 3b

TO: District Board

FROM: A.C. Marriotti, District Treasurer

SUBJECT: RESOLUTION NO. 09, AMENDING THE PURCHASING POLICIES FOR THE DISTRICT.

DISCUSSION: This resolution amends the existing District purchasing polices to match those of the Town. The Town's policies were amended several months ago but we were waiting to amend the District policies until the Board had need to meet otherwise.

The changes are twofold:

- Increasing the threshold used to require a formal bidding process from $14,000 to $25,000.
- Allowing for the Assistant District Manager and the Board's Vice-Chair to have check signing authority.

STAFF RECOMMENDATION: Staff recommends the approval of this resolution.

SUGGESTED MOTION: *Move to Approve Resolution No 09.*

QUAIL CREEK COMMUNITY FACILITIES DISTRICT
RESOLUTION NO. 09

A RESOLUTION OF THE QUAIL CREEK COMMUNITY FACILITIES DISTRICT, ADOPTING AMENDED PURCHASING POLICIES FOR PURCHASES AND CONTRACTS BY THE DISTRICT.

WHEREAS, the Quail Creek Community Facilities District has been formed pursuant to the laws of the State of Arizona, and is in need of policies relating to the purchase of goods and services; and

WHEREAS, the Quail Creek Community Facilities District has previously adopted, by Resolution No. 05, Purchasing Policies to be followed by the CFD; and

WHEREAS, the Board of the CFD desires to amend the purchasing policies as shown in Exhibit "A," a form of which is attached hereto and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Community Facilities District Board as follows:

Section 1. The CFD hereby adopts the Quail Creek Community Facilities District Amended Purchasing Policies, a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The various District officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

Section 3. All resolutions, or motions, and parts of resolutions or motions of the District Board in conflict with the provisions of this Resolution are hereby repealed, effective as of the effective date of this Resolution.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the District Board this 14th day of April, 2008.

_____

Lynne Skelton, Board Chair

ATTEST:

_____
Sandra R. Olivas-Meranza, CMC
District Clerk

APPROVED AS TO FORM:

_____
Daniel J. Hochuli
District Attorney

EXHIBIT "A"

Quail Creek Community Facilities District Amended Purchasing Polices

QUAIL CREEK COMMUNITY FACILITIES DISTRICT
AMENDED PURCHASING POLICIES

1. Scope of chapter. This chapter shall govern the purchase of any goods or services for or on behalf of the District. This chapter is intended to supplement state law; however, should applicable state law provide more strict provisions regarding any proposed transaction, those more stringent provisions shall apply.

2. Board approval – When required. Notwithstanding other provisions of this section, no purchases shall be made by or on behalf of the District without first obtaining District Board approval in the following instances:

   a. Where prior approval is required by state law or District policy;

   b. Where funds for the purchase are not provided in the budget as adopted;

   c. When required by Section 5.

3. Purchasing director – Duties.

   a. The District Manager shall serve as the purchasing director and shall direct and control all purchases of goods and services made by or on behalf of the District. The purchasing director may delegate his or her administrative function.

   b. The purchasing director shall approve or deny all purchase requests and shall report to the District Board on any purchase requiring District Board approval.

4. Emergency purchases – Procedure. In case of an emergency which requires immediate purchase of supplies or services and when time is of the essence and applicable state law does not provide otherwise, the District Chair shall be empowered to authorize the purchasing director to acquire goods or services without complying with the requirements and procedures in this section. A full report of the circumstances of such emergency and the goods or services obtained shall be made to the District Board at its next meeting.

5. Purchases in general – Bids.

   a. Purchases Under $5,000. Whenever the contemplated purchase or contract for services is for the sum of less than $5,000, upon completion of a requisition form and purchase order form, the purchasing director may obtain the goods or services without further formality.

   b. Over $5,000 But Under $25,000 Inclusive. Whenever any contemplated purchase or contract for services is for the sum of at least $5,000 but not more than $25,000, the purchasing director is authorized to let contracts on an "informal bid" process, by obtaining at least three bids by phone or in writing. The purchasing director may then award the purchase or contract of service to the lowest responsible bidder.

   c. In Excess of $25,000. Whenever any contemplated purchase or contract for services is for a sum exceeding $25,000, the purchasing director shall cause to be published in two issues of a newspaper of general circulation in the District,

notice inviting bids, which notice shall be published at least 10 days prior to the date set for the receipt of bids. The notice herein required shall include a general description of the articles to be purchased or services to be performed and the time and place for opening bids. In addition, the purchasing director shall post a notice inviting bids in the Sahuarita town hall and may also mail to all responsible prospective suppliers a copy of the notice inserted in the newspaper.

d. No contract in excess of $25,000 shall be let except by the District Board. Whenever any contemplated purchase or contract for services is in excess of $25,000, the purchasing director shall present the bids to the District Board for approval, and advise the District Board of the advantages or disadvantages of the contract and bid proposals.

6. Exceptions.

a. Exclusive Service. In the event that there is only one firm or company or individual capable of providing a particular service or commodity and such services or commodities cannot be secured from other persons or companies, the bidding procedures set forth in Section 7 shall not be applicable, and such services or commodities may be secured without bidding. The District Manager shall report to the District Board at the next meeting any such purchases.

b. Used Equipment. Upon recommendation of the District Manager, the District Board may elect to waive the bid procedures with respect to the purchase of used equipment.

c. Cooperative Purchasing. In the event of a purchase made by, through, or with the state of Arizona or its political subdivisions, the District Board may approve such purchases or award such contracts for services without a formal bidding process whenever other governmental units have done so for the same item or service, if in the opinion of the District Manager a separate bidding process is not likely to result in a lower price for such items or services. Purchases made by, through, or with the state of Arizona or its political subdivisions or the United States federal government's General Services Administration need not be submitted to the District Board for approval.

7. Bidding procedure. Except as provided in state law, the purchasing director shall follow the procedure set forth in this section for all purchases and contracts subject to the formal bidding process:

a. A notice of solicitation for bids shall state the date, time and place of opening, and the place and time period within which bids shall be submitted.

b. The notice shall state with particularity the goods or services required and shall state the place where specifications may be examined.

c. Bids shall be submitted in a sealed envelope clearly identified as a bid on the front of the envelope. Any bid not received within the time period allowed shall be rejected.

d. All bids shall be opened in public at the time and place specified, and a tabulation of all bids shall be posted in Sahuarita town hall for public inspection.

e. All bidders shall be notified in writing of the award or rejection of any and all bids.

8. Lowest responsible bidder.

a. Unless the District Board or the purchasing director, as appropriate, shall exercise the right of rejection, all goods and services shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, the District Board or the purchasing director shall consider:

i. The ability, capacity and skill of the bidder to perform the contract or provide the services required in a timely manner;

ii. The quality of performance in previous contracts with the District or Town of Sahuarita, together with previous and existing compliance with Town or District requirements;

iii. The financial resources and ability of the bidder;

iv. The quality, availability and adaptability of the goods or service.

b. The purchasing director shall select providers of goods and services without regard to race, color, national origin, ethnicity, religion or creed, sex, handicap, age, marital or familial status as required by the District policy of equal opportunity and nondiscrimination.

9. Alternative Project Delivery Methods. Any project constructed or financed may use any project delivery method set forth in Title 34, Arizona Revised Statutes. Any job order contract pursuant to A.R.S. § 34-101 *et seq.* shall be permitted for a total individual project cost not to exceed $1,500,000.

10. Performance bond. The purchasing director shall have the authority to require a performance bond, in such amount as the purchasing director may deem sufficient to secure the execution of a contract for construction; provided, however, that in a contract for construction in excess of $10,000, such a bond shall be required. In all cases of construction to which state law applies, any requirement for a bond shall be incorporated into the contract.

11. Professional and technical services.

a. The provisions of this section shall not apply to professional or technical services.

b. No person or firm practicing in a professional or technical field for which a license is required by state law shall be engaged by the District unless possessing a current license in good standing.

c. Upon engagement, the District shall enter into a written agreement or memorandum of understanding for the performance of professional and technical services setting forth the scope of services and the unit or total price therefor.

12. Surplus supplies and equipment. All departments and offices shall submit to the purchasing agent, at such time and in such form as shall be prescribed, reports showing all supplies and equipment which are no longer used or have become obsolete or worn

out. The purchasing agent shall have the authority to sell all supplies and equipment which cannot be used or which have become unsuitable for District use, or to exchange the same for or trade in the same for new supplies and equipment in accordance with applicable state statutes.

13. Signatures on checks.

    a. All checks for expenditures of District moneys for an amount of less than $1,000 shall bear one signature of either the District Manager, District Clerk, District Finance Director, or Board Chair.

    b. All checks for expenditures of District moneys for an amount equal to or greater than $1,000 shall bear two signatures of the District Manager, District Clerk, District Finance Director, or Board Chair.

14. State preemption. Notwithstanding any other portion of this section, in the event any purchase or contract falls within the definitions for limitations of A.R.S. § 34-201 et seq., as amended, the provisions, requirements and specifications of the relevant portions of the Arizona Revised Statutes shall supersede this chapter and control any such bidding procedures.

BOARD OF DIRECTORS MEETING INFORMATION	QUAIL CREEK COMMUNITY FACILITIES DISTRICT	

MEETING DATE: April 14, 2008 **DATE PREPARED: April 3, 2008**

AGENDA ITEM # 4

TO: Chairperson of the Board & Board Members

FROM: Deborah Summers, Community Facilities District Representative

SUBJECT: Resolution No. 12 - Authorizing the purchase of services, through Mohave Educational Services Cooperative (MESC), to build Quail Creek Park by 3D/International, Inc. as part of CIP project 06-QC08 for a total cost of $1,382,511.

DISCUSSION

Mohave Educational Services Cooperative (MESC) purchase materials, services and construction from vendors at the price and terms contained in the contracts between MESC and those vendors.

MESC conducts all procurements in compliance with the Arizona State Procurement Code. They seek contracts for a variety of materials, services, equipment and/or construction to enable their member to be compliant with local, State, or Federal laws and rules.

The Quail Creek Community Facilities District (CFD) has been accepted into membership with MESC. As a member, the Quail Creek CFD used MESC to obtain the services of 3D/International, Inc. to begin design of Quail Creek Park as outlined by District Staff.

The Quail Creek CFD will benefit in using the membership with MESC for this project by reducing the time and cost needed to obtain a construction services, keeping cost contain during the construction of Phase 1 of the project and facilitate control of the construction cost within the project budget.

3D/International, Inc. has good references with MESC and has had their contract satisfactorily renewed each year since 2003. 3D/International, Inc. also has a good work history with the Town of Sahuarita Parks and Recreation Department for completing projects efficiently.

The initial project budget was authorized at $1,385,250 for construction. during the design process, 3D/International, Inc. continually monitored and revised cost estimates to current market conditions for construction assuring Quail Creek Park was within budget.

The budget has sufficient funds to build an off leash dog area of approximately two acres in size, two shade ramadas, benches, a playground with equipment for a variety of youth ages, a walking path, a parking lot, entry drive, security lighting and utility infrastructure for electric, potable and reclaimed water. The proposed construction cost to build these amenities using Mohave Educational Services Cooperative (MESC), at Quail Creek Park by 3D/International, Inc. is $1,382,511.

Additional amenities are planned in the concept and will be scheduled as funding becomes available in the future.

STAFF RECOMMENDATION	Adoption of Resolution No. 12.

SUGGESTED MOTION	I move the adoption of Resolution No. 12.

QUAIL CREEK COMMUNITY FACILITIES DISTRICT
RESOLUTION NO. 12

A RESOLUTION OF THE QUAIL CREEK COMMUNITY FACILITIES DISTRICT (CFD) OF SAHUARITA, ARIZONA, AUTHORIZING THE PURCHASE OF SERVICES WITH 3D/INTERNATIONAL, INC, THROUGH MOHAVE EDUCATIONAL SERVICES COOPERATIVE, TO CONSTRUCT QUAIL CREEK PARK IN THE AMOUNT OF ONE MILLION THREE HUNDRED AND EIGHTY TWO THOUSAND FIVE HUNDRED AND ELEVEN DOLLARS ($1,382,511).

WHEREAS, the District has previously authorized the construction of a community park with Community Facility District funds in the Quail Creek area, and desires to move forward with the construction of said park; and

WHEREAS in order to move forward with the park construction, the District requires the services of a qualified firm to render construction services; and

WHEREAS, the District Purchasing Policy of the Quail Creek Community Facilities District's bylaws allows the District Board of Directors to award contracts without a formal bidding process if said contract is made by, through or with the State of Arizona or its political subdivisions; and

WHEREAS, Mohave Educational Services Cooperative has already established contracts with qualified firms that are duly registered and licensed for construction services pursuant to the laws of the State of Arizona for its members and such firm are qualified and willing to provide such services; and

WHEREAS, the Quail Creek Community Facilities District has become a member of the Mohave Educational Services Cooperative and entitled to all benefits and services of the cooperative procurement process available to membership; and

WHEREAS, the District Manager is of the opinion that a separate bidding process is not likely to result in a lower price for construction services with equivalent specifications; and

WHEREAS, the District has identified 3D/International, Inc. as a qualified firm that has a contract with Mohave Educational Services Cooperative to render these services, and one of the principals of said firm is duly registered and licensed as a Contractor in the State of Arizona pursuant to the laws of the State of Arizona, and the District is securing the services of 3D/International, Inc.

pursuant to the terms of 3D/International, Inc.'s contract with Mohave Educational Services Cooperative (Mohave Contract 04E-3D2-09-01) and such firm is qualified and willing to provide such services; and

WHEREAS, the District has authorized $1,382,511 in the Fiscal Year 2007/08 CIP budget for the building of Quail Creek Park; and

WHEREAS, the District has allocated funds sufficient to enter into a purchase agreement with 3D/International, Inc., as set forth in Exhibit A," a form of which is attached hereto, and desires to enter into the proposed purchase.

NOW, THEREFORE, BE IT RESOLVED by the Chairperson and Board of Directors of the Quail Creek Community Facilities District of Sahuarita, Arizona, as follows:

Section 1. The District is hereby authorized to enter into an agreement with 3D/International, Inc., through Mohave Educational Services Cooperative, a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The Chairperson of the Board of Directors is hereby authorized and directed to execute said Agreement on behalf of the Quail Creek Community Facilities District, and the District is hereby authorized and directed to take all steps necessary to implement said Agreement and give it effect.

Section 3. The various District officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution and sections of the Community Facilities Districts bylaws.

Section 4. All resolutions, or motions and parts of resolutions or motions of the District in conflict with the provisions of this Resolution are hereby repealed, effective as of the effective date of this Resolution All internal references within the sections of the Community Facilities Districts bylaws to any affected provision are hereby updated.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Chairperson and Board of Directors of the Quail Creek Community Facilities District of Sahuarita, Arizona, this 14th day of April, 2008.

_____

Lynne Skelton
Chairperson, Board of Directors

ATTEST:

_____

Sandra R. Olivas-Meranza, CMC
District Clerk

APPROVED AS TO FORM:

_____

Daniel J. Hochuli
District Attorney

Exhibit A

3D/International, Inc.

Proposal for Quail Creek Park Construction Sahuarita, AZ

Mark Anderson
Project Manager
3D/I
AZ Licenses: B01-ROC145813
A-ROC167500
2480 W. Ruthrauff Road
Suite 140i
Tucson, AZ 85705
T: 520-293-3625
F: 520-408-0874
M: 520-349-5460
anderson@3di.com
www.3di.com

March 27, 2008

Mr. Kenneth Ventura
Project Manager, Quail Creek Community Facilities District
375 W. Sahuarita Center Way
Sahuarita, AZ 85629
(520) 822-8897
(520) 822-8820 Fax
kventura@ci.sahuarita.az.us

Re: Fee Proposal for: Quail Creek Park Construction, Sahuarita, AZ

Dear Ken:

Per your request, 3D/I is pleased to present its fee proposal to provide construction services for the Quail Creek Park project.

Our total fee for this work is **One Million Three Hundred Eighty Two Thousand Five Hundred Ten and 81/100 Dollars ($1,382,510.81)**, including the Mohave Administrative fee. The fee has also been compiled per the accepted contracted coefficient.

Please find our attached Scope Exhibit Estimate Worksheet which itemizes and details this fee for you according to Mohave purchase order requirements. We look forward to working with you and would like to begin work on this project as quickly as possible.

3D/I

Thank you for the opportunity.
Sincerely,

Mark Anderson
Project Manager

Attachments: Scope of Work, Estimate Worksheet, reduced size drawings for clarification of phase 1 scope.

Scope of Work
Quail Creek Park Construction

DIVISION 1 – GENERAL REQUIREMENTS

1. **DESCRIPTION OF THE WORK:**
   A. This project consists of constructing phase 1 of the Town of Sahuarita Quail Creek Park located at 1905 S. Old Nogales HWY Sahuarita, AZ, as described in the plans and specs from Olsson Associates dated February 7, 2008 and as modified by 3D/I, The Quail Creek Facilities District and Olsson Associates during the estimating / value engineering sessions.
   B. During the design phase of the park, construction cost estimating was provided to design the park within the budget. The plans may show structures and amenities that will be built in a future phase but will not be included in phase 1. Items not included in phase 1 are indicated by a cross hatch on the plans with a note "Work not included in phase 1". Detail drawings may indicate work not included in phase 1, refer to the plans and this scope of work for clarification. Work listed in the specifications that is not included in phase 1 are listed in the exclusions in the scope of work.
   C. The project will be constructed through the Mohave Educational Services Job Order Contracting Program.
   D. Major components of the Phase 1 park construction include grading a site of approximately 6.4 acres in size (currently open field/pasture land); Storm Water Pollution Prevention Plan requirements; entry road; highway deceleration lane; parking area; landscaping; irrigation from reclaimed water; potable water for drinking fountain and dog fountains; three (3) light poles, electrical service entrance and cabinets; irrigation controller; empty conduit for future phases; two (2) fenced dog parks; playground area with equipment; sidewalks; two (2) ramada's at the dog park, bike racks and park benches.

3D/I

2. **CLARIFICATIONS**
   A. Metered construction water will be available, for dust control and compaction, from a 6" reclaimed water irrigation line at the north end of the site. Subcontractor will provide a 6" TEE connection on the irrigation line for accessing construction water during the project.
   B. Water fees paid by the Quail Creek Facilities District.
   C. Domestic water meter paid by the Quail Creek Facilities District.
   D. Utility cost paid by the Quail Creek Facilities District.

E. Permitting fees paid by the Quail Creek Facilities District.

3. EXCLUSIONS

The following listed items found in the Technical Specifications, are excluded in Phase 1.

A. SPECIAL CONDITIONS – SECTION 01100
   I. Sub Section 2.02 (Exclude Items Listed)
      1. Security Lighting for Ramada's
      2. Picnic Tables
      3. BBQ'S
      4. Basketball & Football/Soccer Goals
      5. Playground Shade Structures
      6. Football/Soccer Fields
      7. Parking Area Lights
      8. Granite Paths
   II. Sub Section 3.01 (Exclude Sentence Listed)
      1. "Payment for warrantee work shall be charged against money retained and if this amount is not sufficient, the contractor and his sureties will hereby agree to pay the owner for the cost of the work."
   III. Sub Section 5.01 (Exclude Sentence Listed)
      1. "Only one overhead and profit percentage will be allowed for each item."
   IV. Sub Section 7.01 (Exclude all of Sub Section 7.01)

B. DECOMPOSED GRANITE AND FRACTURED ROCK SURFACES – SECTION 02922
   I. Sub Section 4.01 (Exclude all of Sub Section 4.01)

C. HYDROSTOLONIZED TURF – SECTION 02936
   I. Sub Section 3.03 (Exclude all of Sub Section 3.03)

D. TREES, SHRUBS & GROUNDCOVERS – SECTION 02950
   I. Sub Section 1.05 (Exclude all of Sub Section 1.05)
   II. Sub Section 3.05 (Exclude all of Sub Section 3.05)
   III. Sub Section 3.07 (Exclude all of Sub Section 3.07)

E. Landscape Establishment Period – SECTION 02960 (Exclude all of SECTION 02960)

B. SUPPLEMENTARY CONDITIONS PROPOSED TO APPLY WHEN CONTRACTED.

1. Performance and payment bonds will be provided for this project, unless specifically waived by our organization. In order to be waived, the total project cost must be lower than the current Arizona competitive bidding threshold.
2. All County, State taxes, Contractor's liability and builders' risk insurance is included. (Verification of applicable taxes is required).
3. Project billing includes progress payments.
4. There shall be no liquidated damages for schedule overruns. Once the work commences, the work shall proceed to completion in a continuous fashion of performance as the project and weather permit.
5. OWNER is responsible for paying all building and floodplain use permit fees including sign permit fees if applicable. Contractor will pay for grading and dust control permits and applicable permits for right-of-way use, traffic control and PDEQ/ADEQ.
6. This Scope of Work **excludes** the testing, removal and disposal of any hazardous materials contained on site. It will be assumed that OWNER has remediated all hazardous materials prior to the start of this Scope of Work. Costs for stopping work once commenced due to the presence and removal of any hazardous material will constitute a Change to this Scope of Work.
7. The project construction has an expected duration of three to four months and an estimated start date of June 2008.
8. OWNER is responsible for all materials testing and code inspections.
9. OWNER is responsible to provide water for construction purposes from the beginning of the site work and up to substantial completion.
10. OWNER is responsible to provide temporary electric service for construction purposes from the beginning of the site work and up to substantial completion.
11. 3D/I will receive from OWNER any "as-built" drawings representing the site utilities and buildings that are relevant to the work. These "as-built" drawings shall provide the appropriate and complete information for 3D/I to establish proper baseline layout of the elements as described in the description of the work.
12. Submittals. 3D/I shall coordinate with OWNER and in agreement with a pre-determined schedule, submit minimum materials, product data and samples for OWNER review and acceptance. Any submittals requiring OWNER review and acceptance shall be returned to 3D/I within 7 days of submittal. Failure to return reviewed submittals within 7 days may constitute additional delays and cost impacts to be paid by OWNER.
13. RFI's. 3D/I may from time to time, submit requests for information to perform the contract work. OWNER review and response shall be within 3 days. Failure to respond to the RFI within the 3 day period may constitute additional delays and cost impacts to be paid by OWNER.
14. The construction work will occur during normal business hours.

OWNER Comments:

_____

_____

_____

3D/I

OWNER Approval:

_____

NAME; TITLE

_____

Date
Please fax or return to Mark Anderson, 3D/I
520-408-0874 (Fax)

Mohave Educational Service Cooperative
Contract Award Documentation

Mohave assists members with purchase verification. However, it is the member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Mohave has prepared files to assist members with due diligence reviews of our contracts compliance with applicable rules, regulations and statutes. These files include the following:

CONTENTS

- **Response Summary (Note, some items apply to the RFQ and the RFP)**
  - Offer and Contract Award
  - Award Notification
  - General Terms and Conditions Acceptance Form
  - Special Terms and Conditions and Scope of Work and Specifications Acceptance Form
  - Questionnaire for Offeror (Appendix B)
  - Support and Maintenance Plans (Appendix C)
  - Manufacturer's Representative Information, References and Business Ownership (Appendix D)
  - Telecommunications Systems Compliance Worksheet (Appendix E)
  - Information Systems Compliance Worksheet (Appendix F)
  - Award Recommendation and Approval
  - Score Sheets
  - Bidders List
  - Solicitation Sign In Sheet (Copies of envelopes to substantiate sign sheet are available upon request)
  - Solicitation Opening Record

- **Best and Final Offer,** if applicable (Separate file)
  - Request for Best and Final Offer
  - Best and Final Offer Sign In Sheet
  - Best and Final Offer Response

- **Request for Qualifications** (Separate file)

- **Request for Proposal** (Separate file)

- **Pricing Information** (Separate file)

-

CONTACTS

Please contact Mohave's contract team for additional information.

Craig McKee, Chief Procurement Officer	craig@mesc.org	ext. 201
Mark DiBlasi, Contract Specialist II	mark@mesc.org	ext. 220
Nancy Colbaugh, Contract Specialist I	nancy@mesc.org	ext. 228
John Baril, Contracts Assistant	john@mesc.org	ext. 224

Phone: (928) 753-6945 or (800) 742-2437
Fax: (928) 718-3232

Revised 3-25-05, JJB

Mohave Contract 04E-3D2-0901

3D/International

Agreement to amend terms and conditions to allow direct ordering.

Mohave Educational Services Cooperative, Inc. (Mohave) desires to allow Members to place Mohave approved purchase orders made out to 3D/International and allow Members to make payments directly to 3D/International. In order to do so, it is necessary to modify the terms and conditions of contract 04E-3D2-0901. Below is a list of removed, revised and additional terms and conditions.

The following terms and conditions are removed:

ORDER CYCLE (page 10)
Backorder reports: Mohave will send Contractor a backorder report on a periodic basis. Contractor agrees to reply to information requests in a timely fashion.

PAYMENT (page 12)
Payment discounts: Any payment discount must be made directly to Mohave and not to member receiving the materials or services.

RETENTION (page 22)
Retention requirement: Ten percent of all contract payments shall be retained by the Member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to Member for each progress payment

The following terms and conditions are revised:

OFFER AND CONTRACT AWARD (page 2)
The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's approval noted.

CANCELLATION (page 3)
Cancellation for non-performance or Contractor deficiency
(Last two bullet points are changed to read)
• Performing work or providing services under the contract prior to receiving a Mohave approved purchase order for such work; and/or
• Accepting non-Mohave approved purchase orders.

FORM OF CONTRACT (page 7)
Form of contract: The form of contract for this solicitation shall be the Request for Proposals, the awarded proposal(s) and best and final offer(s), and properly issued purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or member to sign an additional contract, a copy of the proposed contract must be included with the proposal.

(continued)

ORDER CYCLE (page 10)

Acceptance of orders by Contractor: All quotations provided to Members must be based on prices in the contract. Contractor may only refuse a Mohave approved order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

Acceptance of orders by Mohave: This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

PAYMENT (page 11)

Billing: All invoices shall list the applicable Member purchase order number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member directly for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

PAYMENT (page 12)

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within thirty (30) days, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Credit hold: Contractor agrees to advise Mohave's Accounting Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

Progress payments: Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Contractor invoice: Contractor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoices must show Mohave contract number.

(continued)

Contractor shall invoice Member for the item cost(s) including Mohave's administration fee. Applicable sales tax must be figured on the subtotal minus Mohave's administrative fee; calculated at .0099% of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges. (E.g. performance bonds, shipping, sales tax, Per Diem, permits, etc.)

Contractor will invoice Members only for items under contract.

Contractor payment: Member shall issue payment to vendor after receipt of invoice.

TAXES (page 16)

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. Installation of equipment which becomes permanently attached to a structure is taxable as a contracting activity. [R-15-5-708 (A)]

Sales tax must not be charged on Mohave's administration fee.

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

CHANGE ORDERS (page 18)

Change order requirement: Change orders are to be avoided if possible since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the prime contractor. Because of cost, safety, and scheduling considerations, the ability to make field change orders needs to be permitted and mutually agreed upon paperwork to document these changes must be allowed. A change order that increases the contract amount in excess of $15,000 or five percent of the contract amount, whichever is greater, must be approved in writing by the governing board of the Mohave Member. A copy of the approval must accompany a revised purchase order. Any revision that increases the cost of the project is not permitted without a Member revised purchase order. The revised order must be approved by Mohave. Upon approval, the revised order will be forwarded to the contractor. Minor changes mutually agreed between the Member and the prime contractor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope and needs to be documented.

CONSTRUCTION SCHEDULE (page 19)

Schedule adjustment: The Mohave Member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, as allowed in the agreement.

(continued)

PROGRESS PAYMENTS (page 21)

Progress Payments on Construction: R7-2-1115 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS §41-2577 (B) (D) (F). All progress payments must be invoiced to the Member; it is the responsibility of the Mohave Member to review and approve any estimates of work completed. If the Mohave Member issues a written statement to the bidder that the estimate of work is not approved and certified, the Member may withhold an amount from the progress payment the Member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

The following terms and conditions are added:

Audit of Contract Activity: Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members.

Reporting and Payment of Administration Fees to Mohave: The Contractor agrees to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10th of the following month. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date will be processed and are considered valid until order fulfillment, or cancellation by the Member.

Price quotations: All price quotations based on this contract shall include the correct Mohave contract number.

Order cycle overview:

1. Members forwards purchase orders to Mohave. Vendor is 3D/International.
2. Mohave emails Member order to 3D/International.
3. 3D/International provides product/services.
4. 3D/International invoices Member.
5. Member pays 3D/International.
6. 3D/International sends Usage and Reconciliation Report to Mohave.
7. 3D/International remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

Quick pay discounts: Quick pay discounts may be offered directly to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts, in writing.

(continued)

Any other references to Mohave issuing purchase orders to Contractor, or Mohave paying vendor on Member direct orders are hereby removed.

This agreement supercedes any previous information or requirements regarding the terms and conditions noted. This agreement is for all Mohave Members and is effective January 1st, 2008.

Signature below indicates agreement to modifications as listed.

Ronald M. Ecker dated 10-24-7

Ron Ecker, Program Director
3D/International

Tom Peeler dated 1/14/08

Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

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EDUCATIONAL SERVICES COOPERATIVE, INC.
www.mesc.org

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▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

8/8/2007

Extension of Contract

Ron Ecker/Ward Simpson
3D/International
2111 E. Highland Ave., St.402B
Phoenix, AZ 85016

RE: Contract # 04E-3D2-0901 Extension Agreement made by and between 3D/International and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 04E-3D2-0901 for a period of one year (1) year, beginning 9/1/2007. The extension shall be under the same terms and conditions contained in the original solicitation, 04E-0813, except as outlined on page 2 of this agreement.

Please indicate your desire to extend by completing the appropriate information below. If the contract is extended, 3D/International agrees to provide products or prices as per 04E-0813.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature Ronald M. Ecker Title Vice President

Typed/Printed
Name Ron Ecker Date August 29, 2007
Please check the information below.

POs Att: Order Desk
3D/International
2111 E. Highland Ave., St.402B
Phoenix, AZ 85016

Remit to: 3D/International
Accounts Receivable
2111 E. Highland Ave., St. 402B
Phoenix, AZ 85016

Member Contact: Ron Ecker Phone Number: 602-778-4493 Fax Number: 602-778-4444 Contract Administrator: Ron Ecker/Ward Simpson

---

We desire to **terminate** contract 04E-3D2-0901 effective 9/1/2007, and agree to complete any authorized work or orders received prior to that date.
Signature_____ Title_____

Typed/Printed Name_____ Date_____
If pages 1 and 2 of this notice are not received at Mohave's Kingman office on or before 9/1/2007, orders may be held without processing.
Fax completed page one and two to (928) 718-3238
Contact Craig McKee, Director of Contracting Programs, at (928) 718-3201, or craig@mesc.org, if you have any questions.

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Extension of Contract (Page 2)

3D/International **04E-3D2-0901**

At contract extension time, we are asking you to examine your contract record on page one carefully and review your contract description on our "Product/Vendor Finder" page at www.mesc.org.

If you find that you need to make any corrections, please call Craig A. McKee at (928) 718 -3201 or email craig@mesc.org.

Pricing Update:
Please check the applicable lines below:

__X__I have attached my pricing update and/or new catalogs.

_____Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

_____Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable. We will provide new catalogs as they are issued.

__X__I intend to provide pricing as follows. (explain below)

We will continue providing JOC construction services based on current UPB pricing and coefficients. CCI adjustments will be submitted quarterly. We have attached updated hourly rates for our professional services.

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Signature Ronald M. Ecker Title Vice President

Printed Name Ron Ecker Date August 29, 2007

Email is preferred for price updates.
Please identify any new items you may be proposing.

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE

Justification for Amending Term of Contract for 04E-CENT- 0901 and 04E-3D2-0901

Mohave Educational Services Cooperative, Inc. (MESC) desires to allow these contracts to run for a maximum of five years, as outlined in the terms and conditions of Request for Qualifications, 04E-0604.

TERM OF CONTRACT AND EXTENSION (page 9)

Contract period: It is Mohave's intent to award a multi-term contract for job order contracting. The initial contract term shall be for one (1) calendar year from date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to two consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

Current law limits the maximum length of a job order contract to three years. If applicable law is revised to permit job order contracts to run for a maximum of five years, it is Mohave's intent to amend any job order contract to permit a maximum time of contract not to exceed five consecutive years.

Although the second paragraph above was inadvertently omitted in the terms and conditions of RFP 04E-0813, MESC's intentions were clear: Any contracts awarded would be extended to the maximum allowable time. Only those offerors advanced under the RFQ were issued the RFP, as required under part two of the two-step JOC process. The firms agreed to the terms of the RFQ as listed above, which allowed for a revision based on expected changes to the law in effect at that time. As the applicable law has been revised, we requested that the existing term be revised to allow for two more one-year terms.

CAM rev. 4/25/07

625 E. Beale Street * Kingman, AZ 86401 * (928) 753-6945 * (928) 718-3232 Fax

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8/15/2006

Extension of Contract

Ron Ecker/Ward Simpson
3D/International
2111 E. Highland Ave., St.402B
Phoenix, AZ 85016

RE: Contract # 04E-3D2-0901 Extension Agreement made by and between 3D/International and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 04E-3D2-0901 for a period of one year (1) year, beginning 9/1/2006. The extension shall be under the same terms and conditions contained in the original solicitation, 04E-0813, except as outlined on page 2 of this agreement.

Please indicate your desire to extend by completing the appropriate information below. If the contract is extended, 3D/International agrees to provide products or prices as per 04E-0813.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature Ronald M. Ecker Title Vice President

Typed/Printed Name Ronald M. Ecker Date 8.30.6

Please check the information below.

POs Att: Ron Ecker
3D/International
2111 E. Highland Ave., St.402B
Phoenix, AZ 85016

Remit to: 3D/International
Mary Bonsack
2111 E. Highland Ave., St. 402B
Phoenix, AZ 85016

Member Contact: Ron Ecker Phone Number: 602-778-4493 Fax Number: 602-778-4444 Contract Administrator: Ron Ecker/Ward Simpson

---

We desire to **terminate** contract 04E-3D2-0901 effective 9/1/2006, and agree to complete any authorized work or orders received prior to that date.

Signature_____ Title_____

Typed/Printed Name_____ Date_____

If pages 1 and 2 of this notice are not received at Mohave's Kingman office on or before 9/1/2006, orders may be held without processing.

Fax completed page one and two to (928) 718-3238
Contact Craig McKee, Director of Contracting Programs,at (928) 718-3201, or craig@mesc.org, if you have any questions.

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Extension of Contract (Page 2)

3D/International **04E-3D2-0901**

At contract extension time, we are asking you to examine your contract record on page one carefully and review your contract description on our "Product/Vendor Finder" page at www.mesc.org.

If you find that you need to make any corrections, please call Craig A. McKee at (928) 718-3201 or email craig@mesc.org.

Pricing Update:
Please check the applicable lines below:

_____ **I have attached my pricing update and/or new catalogs.**

_____ **Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

_____ **Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable. We will provide new catalogs as they are issued.**

X **I intend to provide pricing as follows. (explain below)**
See amended rates per our letter.
We will continue with current accepted UPB and coefficients as stated.
CCI adjustments will be submitted quarterly.

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Signature Ronald M. Ecker Title Vice President

Printed Name Ronald M. Ecker Date 8.30.6

Email is preferred for price updates.
Please identify any new items you may be proposing.

Offer and Contract Award

Place after Tab 1

RFP 04E-0813

To Mohave Educational Services Cooperative:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 74-149-3691

Company Name 3D/International, Inc.

Address 2111 E Highland, #402B City Phoenix State AZ Zip 85016

Toll Free Number _____ Fax 602-778-4446

Printed Name Ward Simpson, AIA Title Sr. Vice President

***Authorized Signature** _____ * Phone 602-778-4400

WS — If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this RFP place your initials in the box. (See last page for details.)

☐ If you are unable to service New Mexico, please initial this box.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 04E-3D2-0901

Awarded this 1st day of September 2004.

The Contractor shall not commence any billable work or provide any material or service under this Contract unless and until Contractor receives a purchase order from Mohave.

Michael D. File, Superintendent
Mohave County Schools

James F. Migliorino, Executive Director
Mohave Educational Services

Ron Ecker
Vice President
3D/International
2111 East Highland
Suite 402B
Phoenix, AZ 85016
T 602.778.4493
F 602.778.4444
M 602.568.1402

ecker@3di.com
www.3di.com

September 22, 2005

Mr. Tom Damaske
Contracts Assistant
Mohave Educational services Cooperative
625 E. Beale Street
Kingman, Arizona 86401

Re: Extension of Contract # 04E-3D2-0901

Dear Mr. Damaske:

3D/I

We have reviewed the Contract Extension and are excited to extend our agreement with Mohave Educational Services Cooperative. This letter is provided to clarify our current coefficients and professional services rates in light of market condition changes and escalation over the past year.

All of our coefficients will remain as originally proposed and accepted. The coefficients include: pre-priced items coefficients, non pre-priced items coefficients and Davis Bacon coefficients.

Professional Services labor rates have increased over the past year due to increases in salaries. Therefore we have modified our rates, please refer to the attachment for current rates.

We appreciate the opportunity to continue our relationship with MESC and all the Members that we serve. Please feel free to contact me should you have any questions.

Sincerely,

Ronald M. Ecker

Ronald M. Ecker, P.E.
Vice President

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EDUCATIONAL SERVICES COOPERATIVE, INC.
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▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

9/9/2005

Extension of Contract

Ward Simpson
3D/International
2111 E. Highland Ave., St.402B
Phoenix, AZ 85016

RE: Contract # 04E-3D2-0901 Extension Agreement made by and between 3D/International and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 04E-3D2-0901 for a period of one year (1) year, beginning 9/1/2005. The extension shall be under the same terms and conditions contained in the original solicitation, 04E-0813, except as outlined on page 2 of this agreement.

Please indicate your desire to extend by completing the appropriate information below. If the contract is extended, 3D/International agrees to provide products or prices as per 04E-0813.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature Ronald M. Ecker Title Vice President

Typed/Printed Name Ronald M. Ecker Date September 22, 2005

Please check the information below.

POs Attn.: Ron Ecker
3D/International
2111 E. Highland Ave., St.402B
Phoenix, AZ 85016

Remit to: 3D/International
Attn: Mary Bonsack
2111 E. Highland Ave., St. 402B
Phoenix, AZ 85016

Member Contact: Ron Ecker Phone Number: 602-778-4493 Fax Number: 602-778-4444
Contract Administrator: Ward Simpson

We desire to **terminate** contract 04E-3D2-0901 effective 9/1/2005, and agree to complete any authorized work or orders received prior to that date.

Signature_____ Title_____

Typed/Printed Name_____ Date_____

If pages 1 and 2 of this notice are not received at Mohave's Kingman office on or before 9/1/2005, orders may be held without processing.

Fax completed page one and two to (928) 718-3232
Contact Craig McKee, Chief Procurement Officer at (928) 718-3201, or craig@mesc.org, if you have any questions.

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▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

Extension of Contract (Page 2)

3D/International **04E-3D2-0901**

At contract extension time, we are asking you to examine your contract record on page one carefully and review your contract description on our "Product/Vendor Finder" page at www.mesc.org.

If you find that you need to make any corrections, please call Craig A. McKee at (928) 718-3201 or email craig@mesc.org.

Pricing Update:
Please check the applicable lines below:

_X_ **I have attached my pricing update and/or new catalogs.**

_____ **Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

_____ **Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable. We will provide new catalogs as they are issued.**

_____ **I intend to provide pricing as follows. (explain below)**

_____
_____
_____
_____
_____

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Signature Ronald M. Ecker Title Vice President

Printed Name Ronald M. Ecker Date September 22, 2005

Email is preferred for price updates.
Please identify any new items you may be proposing.

Offer and Signature Page

Place after Tab 1

RFQ 04E-0604

To Mohave Educational Services Cooperative:

The undersigned hereby offers a statement of qualifications in compliance with all terms and conditions, requirements and amendments in the solicitation and any exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements in the General Terms and Conditions.

Federal Employer Identification Number 74-149-3691

Company Name 3D/International, Inc.

Address 2111 E Highland, #402B City Phoenix State AZ Zip 85016

Toll Free Number _____ Fax 602-778-4446

Printed Name Ward Simpson, AIA Title Sr. Vice President

***Authorized Signature** Ward Simpson * Phone 602-778-4400

Contents

3D/I

Name of Firm:	3D/International, Inc.
Address of Principle Office:	2111 East Highland Avenue Suite 402B Phoenix, Arizona 85016 V: (602) 778-4400 F: (602) 778-4446
Address of Flagstaff Office:	419 West Aspen Avenue Flagstaff, AZ 86001 W: (928) 774-2337 F: (928) 774-2347
Email:	ecker@3di.com
Primary Contact:	Ron Ecker
Number of Years in Business:	51
Licenses held by Firm:	General Contractor B-01 145813 General Engineering A0 167500

Established in 1953, 3D/I is an employee owned corporation that provides construction services both "at risk" and as an owner advocate.

Our Mountain Region headquarters are located in Phoenix and will be the administrating office. We will provide your clients with personal attention from our local office and do all of the work required for all client's projects in-house.

Our corporate headquarters are in Houston, Texas. We have 14 offices and more than 60 project sites throughout the nation. Our local office has extensive resources to draw upon including more than 600 people nationwide, with broad experience in public sector construction work, as well as in-house developed information technology systems.

General Terms & Conditions Acceptance Form

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

We take the following exceptions to the General Terms and Conditions ***(Indicate "None," if no exceptions are taken)****:*

We do not take exception to the General Terms and Conditions included in this document.

STANDARD FORM (SF)

254

Architect-Engineer and Related Services Questionnaire

1. Firm Name/Business Address:

3D/International, Inc.
2111 E Highland Avenue
Suite 402B
Phoenix, AZ 85016

Duns #: 05-718-1299
ACASS #: 007069

1a. Submittal is for ☐ **Parent Company** ■ **Branch or Subsidiary Office**

2. Year Present Firm Established: 1955

3. Date Prepared: June 04

4. Specify type of ownership *and* check below, if applicable.

☐ A. Small Business
☐ B. Small Disadvantaged Business
☐ C. Woman-owned Business

5. Name of Parent Company, if any:

5a. Former Parent Company Name(s), if any, and Year(s) Established:

Diversified Design Disciplines - 1971
Neuhaus & Taylor - 1953

6. Names of not more than Two Principals to Contact: Title/Telephone

Ward Simpson, AIA - Senior Vice President, (602) 778-4400
Wayne Einbinder, PE - Senior Vice President, (602) 778-4400

7. Present Offices: City/State/Telephone/No. Personnel Each Office

City/State	Telephone	Personnel
Albuquerque, New Mexico	(505) 830-3180	7
Austin, Texas	(512) 472-0800	11
Grand Rapids, Michigan	(989) 366-9099	2
Houston, Texas	(713) 871-7000	119
Los Angeles, California	(310) 447-7895	82
Minneapolis, Minnesota	(763) 545-1355	25
Orlando, Florida	(407) 648-4990	28
Phoenix, Arizona	(602) 778-4400	41
Sacramento, California	(916) 447-7600	19
Salt Lake City, Utah	(801) 521-8564	12
San Antonio, Texas	(210) 227-2500	79
San Diego, California	(619) 544-9977	2
San Francisco, California	(415) 433-4590	21
Washington, D.C.	(202) 478-2500	85

7a. Total Personnel: 584

8. Personnel by Discipline: (List each person only once, by primary function)

80	Administrative	37	Construction Inspectors		GPS Field Technician		Refrigeration Engineer
	Archeologists	45	Construction Manager	12	Information Systems	6	Relocation Coordinators
29	Architects	10	Construction Superintendent	15	Interiors Designers	2	Reports Manager
31	Architect Interns	5	Document Controller		Intern Interiors Designers	4	Safety Officer
	Biologists	4	Electrical Engineers	11	Mechanical Engineers	5	Schedulers
2	CADD Operators		Environmental Scientist	2	Planners		Technical Inspectors
2	Civil Engineer		Environmental Specialists	3	Program Security Analyst	2	Technical Writers
8	Computer Programmer		Environmental Engineers	181	Program/Project Management		
3	Construction Administration	17	Estimators	16	Project Controls		

9. Summary of Professional Services Fees Received: (Insert Index Number)

	2003	2002	2001	2000	1999
Direct Federal contract work, including overseas	8	8	8	8	7
All other domestic work	8	8	8	8	8
All other foreign work*	4	4	4	4	4

*Firms interested in foreign work, but without such experience, check here:

Ranges of Professional Services

Fees
Index
1. Less than $100,000
2. $100,000 to $250,000
3. $250,000 to $500,000
4. $500,000 to $1 million
5. $1 million to $2 million
6. $2 million to $5 million
7. $5 million to $10 million
8. $10 million or greater

Experience Profile Code Numbers for use with questions 10 and 11

001 Acoustics; Noise Abatement
002 Aerial Photogrammetry
003 Agricultural Development; Grain Storage; Farm Mech.
004 Air Pollution Control
005 Airports; Navaids; Airport Lighting; Aircraft Fueling
006 Airports; Terminals & Hangars; Freight Handling
007 Arctic Facilities
008 Auditoriums & Theatres
009 Automation; Controls; Instrumentation
010 Barracks; Dormitories
011 Bridges
012 Cemeteries *(Planning & Relocation)*
013 Chemical Processing & Storage
014 Churches; Chapels
015 Codes, Standards; Ordinances
016 Cold Storage; Refrigeration; Fast Freeze
017 Commercial Buildings (low rise), Shopping Centers
018 Communications Systems; TV; Microwave
019 Computer Facilities; Computer Service
020 Conservation and Resource Management
021 Construction Management
022 Corrosion Control; Cathodic Protection; Electrolysis
023 Cost Estimating
024 Dams *(Concrete; Arch)*
025 Dams *(Earth; Rock)*; Dikes; Levees
026 Desalinization *(Process & Facilities)*
027 Dining Halls; Clubs; Restaurants
028 Ecological & Archeological Investigations
029 Educational Facilities; Classrooms
030 Electronics
031 Elevators; Escalators; People-Movers
032 Energy Conservation; New Energy Sources
033 Environmental Impact Studies, Assessments or State.
034 Fallout Shelters; Blast-Resistant Design
035 Field Houses; Gyms; Stadiums
036 Fire Protection
037 Fisheries; Fish Ladders
038 Forestry & Forest Products
039 Garages; Vehicle Maintenance Facilities; Parking Deck
040 Gas Systems *(Propane; Natural, Etc.)*
041 Graphic Design
042 Harbors; Jetties; Piers; Ship Terminal Facilities
043 Heating; Ventilating; Air Conditioning
044 Health Systems Planning
045 High-rise; Air-Rights-Type Buildings
046 Highways; Streets; Airfield Paving; Parking Lots
047 Historical Preservation
048 Hospital & Medical Facilities
049 Hotels; Motels
050 Housing (Residential, Multi-Family; Apts; Condo
051 Hydraulics & Pneumatics
052 Industrial Buildings; Manufacturing Plants
053 Industrial Processes; Quality Control
054 Industrial Waste Treatment
055 Interior Design; Space Planning
056 Irrigation; Drainage
057 Judicial and Courtroom Facilities
058 Laboratories; Medical Research Facilities
059 Landscape Architecture
060 Libraries; Museums; Galleries
061 Lighting *(Interiors; Display; Theatre, Etc.)*
062 Lighting *(Exteriors; St. Memorials; Athletic Fields)*
063 Materials Handling Systems; Conveyors; Sorters
064 Metallurgy
065 Microclimatology; Tropical Engineering
066 Military Design Standards
067 Mining & Mineralogy
068 Missile Facilities *(Silos; Fuels; Transport)*
069 Modular Systems Design; Pre-Fab Structures or Components
070 Naval Architecture; Off-Shore Platforms
071 Nuclear Facilities; Nuclear Shielding
072 Office Buildings; Industrial Parks
073 Oceanographic Engineering
074 Ordnance; Munitions; Special Weapons
075 Petroleum Exploration; Refining
076 Petroleum and Fuel *(Storage and Distribution)*
077 Pipelines *(Cross-Country-Liquid & Gas)*
078 Planning *(Community, Regional, Areawide and State)*
079 Planning *(Site, Installation, and Project)*
080 Plumbing & Piping Design
081 Pneumatic Structures; Air-Support Buildings
082 Postal Facilities
083 Power Generation, Transmission, Distribution
084 Prisons & Correctional Facilities
085 Product, Machine & Equipment Design
086 Radar; Sonar; Radio & Radar Telescopes
087 Railroad; Rapid Transit
088 Recreation Facilities (Parks, Marinas, Etc.)
089 Rehabilitation (Buildings, Structures, Facilities)
090 Resource Recovery, Recycling
091 Radio Frequency Systems & Shieldings
092 Rivers; Canals; Waterways; Flood Control
093 Safety Engineering; Accident Studies; OSHA Studies
094 Security Systems; Intruder & Smoke Detection
095 Seismic Designs & Studies
096 Sewage Collection, Treatment and Disposal
097 Soils & Geologic Studies; Foundations
098 Solar Energy Utilization
099 Solid Wastes; Incineration; Land Fill
100 Special Environments; Clean Rooms, Etc.
101 Structural Design; Special Structures
102 Surveying; Platting, Mapping; Flood Plain Studies
103 Swimming Pools
104 Storm Water handling & Facilities
105 Telephone Systems *(Rural; Mobile; Intercom, Etc.)*
106 Testing & Inspection Services
107 Traffic & Transportation Engineering
108 Towers *(Self-Supporting & Guyed Systems)*
109 Tunnels & Subways
110 Urban Renewals; Community Development
111 Utilities *(Gas & Steam)*
112 Value Analysis; Life-Cycle Costing
113 Warehouses & Depots
114 Water Resources; Hydrology; Ground Water
115 Water Supply, Treatment and Distribution
116 Wind Tunnels; Research/Testing Facilities Design
117 Zoning; Land Use Studies
201 Public/Private Ventures
203 Maintenance Inspections
204 Project Definition
205 Development Analysis

10. Profile of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 008	54	2,869	12) 050	8	1,950	23) 089	1	1,700
2) 015	3	10,075	13) 055	7	130,270	24) 094	4	2,184
3) 017	1	6,670	14) 057	19	37,326	25) 102	1	75
4) 021	141	89,736	15) 058	1	500	26) 110	2	11,100
5) 023	148	54,577	16) 066	5	17,522	27) 112	153	14,455
6) 027	2	17,000	17) 072	6	27,600	28) 201	1	1,100
7) 032	1	100	18) 078	1	447	29) 204	4	17,647
8) 033	1	100	19) 079	156	21,055	30) 205	1	447
9) 039	1	1,700	20) 080	1	1,300			
10) 043	3	17,184	21) 083	1	118			
11) 047	7	19,879	22) 084	6	1,934			

11. Project Examples, Last 5 Years

Profile Code	"P", "C", "JV" or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
021, 023, 029, 089	JV	Program Management Newark Public School System Newark, NJ	New Jersey Schools Construction Corporation 375 McCarter Hwy Newark, NJ 07102	1,700,000	2011
021, 023, 029, 043, 089	JV	Program Management Mt. Diablo USD Measure C Bond Program	Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	250,000	2007
021, 029, 043, 089, 079, 204	JV	Program Management School Repair & Construction Bond Program Los Angeles Unified School District Los Angeles, CA	Los Angeles Unified School District 355 South Grand Avenue, 11th Floor Los Angeles, CA 90071	8,300,000	2007
021, 029, 043, 089, 079, 204	P	Construction Management Monterey Peninsula Unified School District Monterey, CA	Monterey Peninsula Unified School District 700 Pacific Street Monterey, California 93940	50,000	2006
021, 029, 112	P	Pre-construction services Bayshore & Prine Elementary School Bradenton, FL	School District of Manatee County 215 Manatee Avenue West Bradenton, FL 34205	24,645	2005
021, 029, 089, 112	P	Project Management Berkeley Unified School District Berkeley, CA	Berkeley Unified School District 1720 Oregon Street, Suite 20 Berkeley, CA 95703	60,000	2005
021, 029, 047, 112	P	Construction Management San Francisco USD School of Fine Arts San Francisco, CA	San Francisco Unified School District 135 Van Ness Avenue San Francisco, CA 94102	27,000	2005
021, 023, 029, 043	P	Construction Management Fremont Union High School Sunnyvale, CA	Fremont Union High School 589 West Fremont Avenue Fremont, CA 94087	50,000	2004
021	P	Construction Management Jackson County Central Schools Jackson, MN	Jackson County Central Schools 1128 North Highway Jackson, MN 56143-1075	19,600	2004

019, 021, 023, 029, 035, 036, 043, 057, 062, 069, 112	P	Job Order Contract Mohave Educational Services Cooperative Kingman, AZ	Mohave Educational Services Cooperative 625 E Beale Street Kingman, AZ	IDIQ	2004
021, 023, 029, 043, 089, 112	P	Program Management Durango School District Bond Program Durango, CO	Durango School District 9R 201 E 12th Street Durango, CO 81301	84,000	2004
021, 029, 112	JV	Design Build Meadow Creek Elementary School Antioch CA	Antioch Unified School District 4721 Vista Grade Drive Antioch, Ca 94509	12,700	2004
021, 029, 043, 089, 079, 204	JV	Construction Management Salem-Keizer School District Salem, OR	Salem-Keizer School District 1309 Ferry Street SE Salem, Oregon 97301	69,000	2004
021, 029, 043, 089, 079, 204	P	Construction Management Scottsdale Unified School District Scottsdale, AZ	Scottsdale Unified School District 9288 E. San Salvador Scottsdale, Arizona 85258	122,561	2003
021, 029, 023, 043, 089, 079, 204	P	Construction Management/Program Management South San Antonio School District San Antonio, TX	South San Antonio School District 2515 Bobcat Lane San Antonio, Texas 78224	35,000	2003
029, 043, 089, 079, 204	P	Program Management Goose Creek Consolidated Independent School District Baytown, TX	Goose Creek Consolidated Independent School District P.O. Box 30 Baytown, Texas 77522	91,600	2003
021, 029, 043, 089, 079, 204	P	Program Management Orange County Public Schools Orlando, FL	Orange County Public Schools 6501 Magic Way Orlando, FL 32809	620,000	2003
021, 029, 043, 089, 079, 204	P	Program Management School District of Palm Beach County West Palm Beach, FL	School District of Palm Beach County 3384 Forest Hill Boulevard, C-310 West Palm Beach, FL 33406	182,000	2003
021, 023, 029, 112	P	Construction Management-at-Risk Biscayne Elementary School Miami Beach, FL	Miami-Dade County Public Schools 1450 NE 2nd Avenue Miami, FL 33132	5,306	2003
021, 029	P	Capital Improvement Program Mansfield ISD Mansfield, TX	Mansfield Independent School District 605 E. Broad Street Mansfield, TX 76063	80,000	2003
029, 204	JV	Capital Improvement Program Birmingham City Schools Birmingham, AL	Birmingham Public Schools PO Box 10007 Birmingham, AL 35202	235,000	2003
021, 023, 029, 112	JV	Construction Management-at-Risk Frisco ISD Frisco, TX	Frisco Independent School District 6925 Stadium Lane Frisco, TX 75034	13,900	2003
021, 029, 043, 089, 079, 204	P	Program Management Houston Independent School District Houston, TX	Houston Independent School District 2600 Southwest Freeway, 2nd Floor Houston, TX 77098	409,000	2002

021, 023	P	Project Management Windom Area Public Schools Windom, MN	Windom School District North Highway 71 Windom, MN 56101	19,140	2002
021, 023, 029, 112	P	Construction Management Chula Vista Middle School Chula Vista, CA	Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911	6,300	2002
021, 029, 043, 089, 079, 204	P	Program Management Cedar Hill Independent School District Cedar Hill, TX	Cedar Hill Independent School District 270 South Highway 67 Cedar Hill, Texas 75104	29,000	2002
029, 023, 089, 204	P	Capital Improvement Program Mansfield Independent School District Mansfield, TX	Mansfield Independent School District 605 E. Broad Street Mansfield, Texas 76063	80,000	2002
021, 023, 029, 112	JV	Construction Management-at-Risk Gulf Gate Elementary School Sarasota, FL	Sarasota County Public Schools 6500 South Lockwood Ridge Road Sarasota, FL 34231	7,000	2001
021	P	Project Management Paynesville Area Public Schools Paynesville, MN	Paynesville Independent School District 217 West Mill Street Paynesville, MN 56362	3,290	2001

12. The foregoing is a statement of facts.

Signature: Typed Name and Title Ward Simpson, Senior Vice President Date: June 1, 2004

Insurance

Provide a certificate of insurance indicating that your firm possesses the required insurance coverage

Client#: 16224 — 3DINTERN

ACORD. CERTIFICATE OF LIABILITY INSURANCE — DATE (MM/DD/YYYY): 07/01/03

PRODUCER
USI Insurance Services of TX
P.O. Box 218060
Houston, TX 77218-8060
281 496-3400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
3D/International, Inc.
1900 West Loop South, Suite 600
Houston, TX 77027

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Transportation Insurance Company	20494
INSURER B: National Fire Insurance Co of Hartfo	20494
INSURER C: American Guarantee and Liability Ins	
INSURER D: Valley Forge Insurance Company	20494
INSURER E: Security Ins. Co. of Hartford	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	TCP1068624832	06/30/03	06/30/04	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$750,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
		Contractual				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY X PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	BUA2057118906	06/30/03	06/30/04	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO	BUA1068625883	06/30/03	06/30/04		
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	CUP1068624846	06/30/03	06/30/04	EACH OCCURRENCE	$5,000,000
C		X OCCUR CLAIMS MADE	Primary			AGGREGATE	$5,000,000
							$
		DEDUCTIBLE	AEC297649203	06/30/03	06/30/04	Each Occ $	$10,000,000
		X RETENTION $ 10000	Excess			Aggregate $	$10,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1068624863	06/30/03	06/30/04	X STATUTORY LIMITS / OTHER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC2068378617	06/30/03	06/30/04	E.L. EACH ACCIDENT	$1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	WC2049770559	06/30/03	06/30/04	E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
E		OTHER Professional Liability	AEE0700994	07/01/03	07/01/04	$5,000,000 per claim $5,000,000 anml aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Waiver of Subrogation (all policies) and Blanket Additional Insured status (all policies except Professional and Workers Compensation) is provided to the Certificate Holder as required by written contract and limited to the operations of the Named Insured.
(See Attached Descriptions)

CERTIFICATE HOLDER

3D/International, Inc.
1900 West Loop South, Suite 600
Houston, TX 77027

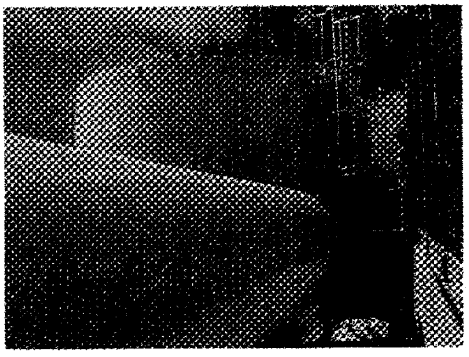
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert E. Holden

ACORD 25 (2001/08) 1 of 1 — #M136577 — 176 — © ACORD CORPORATION 1988

Past Performance



Well System

Drilled well, renovated pump and refurbished storage tanks

Schedule - 4 months

Project Cost - $278,037

Provide a statement of your experience providing construction services particularly in a job order contracting setting.

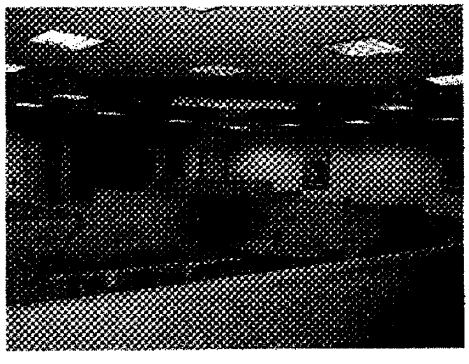
In the past three years, we have put in place $12.4 million of construction through the JOC delivery method throughout Arizona, and we currently have $3.6 million under construction. We have completed 120 job orders ranging from minor remodels and tenant improvements to more complicated design-build data centers.

Provide a list of your job order contracts. Include the date of contract, contracting agency, agency contact information, and value of contract for each contract in the list.

Mohave Education Services Job Order Contract

This Job order contract is based on a coefficient of the RS Means unit price book. The contract has no minimum or maximum dollar limits. The maximum single project value is $750,000.

Contact Dates	Contracting Agency	Contact	Value of Contract
11/2001 - 8/2004	Mohave Education Services Cooperative	Tom Peeler, CPPB Purchasing Director tom@mesc.org T (928) 718-3205 F (928) 718-3232	Completed $10,697,150 In progress $2,135,734



Courts Building Remodel

Renovated and remodeled courtrooms, administrative areas, and processing areas.

Schedule - 5 ½ months

Project Cost - $391,161

Arizona State University Job Order Contract

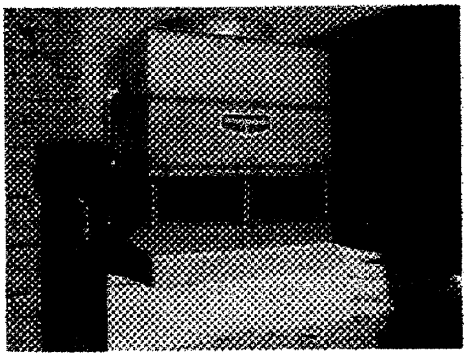
This job order contract is based on a coefficient of the RS Means unit price book. The contract dollar minimum is $500,000 with no maximum limits. The maximum single project value is $300,000.

Contact Dates	Contracting Agency	Contact	Value of Contract
4/2003 - 8/2004	Arizona State University	Vance Linden ASC Director vance.linden@asu.edu T (480) 965-1845 F (480) 965-5926	Completed $1,579,003 In progress $250,850

City of Chandler Job Order Contract

This job order contract is based on a negotiated fee. The maximum contract amount is $1,000,000. The maximum amount for a single project is $750,000.

Contact Dates	Contracting Agency	Contact	Value of Contract
1/2004 - 1/2005	City of Chandler	Jim Campbell Senior Engineer James.Campbell@ci.chandler.az.us T (480) 782-3317 F (480) 782-3355	Completed $0 In progress $693,000



Cooling Tower Modifications

Installed a cooling tower to an existing chiller system

Schedule - 4 months

Project Cost - $482,000

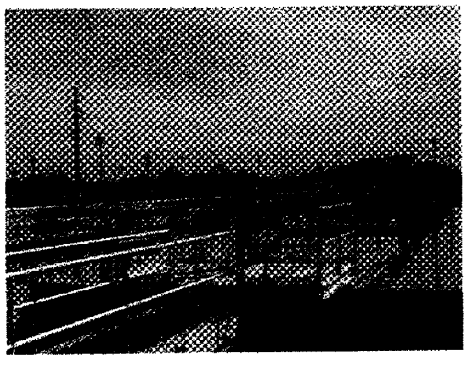
Maricopa County Community College District Job Order Contract

This job order contract is based on a coefficient of the RS Means unit price book. The contract dollar minimum is $500,000 with no maximum limit. The maximum amount for a single project is $300,000.

Contact Dates	Contracting Agency	Contact	Value of Contract
1/2004 - 12/2006	Maricopa County Community College District	Gary R. Eberhard, AIA CSI Architectural Project Manager - gary.eberhard@domail.maricopa.edu T (480) 731-8568 F (480) 731-8235	Completed $150,278 In progress $565,800

City of Phoenix General Construction JOC

We were selected to provide job order contract services based on a coefficient of the RS Means unit price book. The 18-month contract has a maximum value of $4.5 million, which ever occurs first, with an 18-month extension option. The city intends for a maximum value of a single project of $350,000 but under no circumstance will the value exceed $750,000.



Water Treatment Valves

Replaced valves and actuators, provided new platforms, and furnished and installed new controls conduit and wiring

Schedule - 3 months

Project Cost - $235,000

Provide a description of your experience working on school district or other governmental projects, working on multiple projects simultaneously, and working throughout the state.

We have been providing construction services to public sector clients in Arizona since 1984. Ninety percent of our clients are from the public sector. We are currently providing services for the Arizona Department of Administration, Maricopa County Capital Facilities Department, the City of Phoenix, Tempe and multiple school districts. Below is a list of our current projects for all of our job order contracts.

Office Remodel

Remodeled fourth floor hall, built state of the art media room, remodeled office spaces.

Schedule - 6 ½ months

Project Cost - $237,255

Administrative Bldg. Re-Stucco

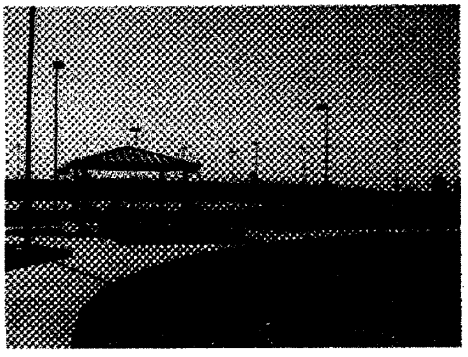
Re-stuccoed exterior of building, stabilized basement

Schedule - 2 months

Project Cost - $154,763

Client	Project	Location	Start	Finish
Arizona State University	Engineering "F" Wing 120 & 121	Tempe	06/01/04	07/15/04
Arizona State University	W.P. Carey School of Business remodel	Tempe	05/26/04	06/18/04
Arizona State University	Student Services Building 2nd Floor	Tempe	05/26/04	06/18/04
Blackwater Community School	Additional Remodeling Projects	Coolidge	03/23/04	06/25/04
City of Flagstaff	Retainage and BMX Park Design	Flagstaff	03/01/04	08/19/04
City of Glendale	Gas Pump Canopies	Glendale	05/03/04	06/15/04
City of Peoria	Library Enhancement Project - Construction	Peoria	03/15/04	08/16/04
Cochise County	Juvenile Detention HVAC	Sierra Vista	03/29/04	05/24/04
Coconino County	Peaks View Park Restrooms D/B	Flagstaff	03/16/04	07/16/04
Flagstaff USD	Fire Alarm Modifications - Construction	Flagstaff	06/01/03	05/30/04
Flagstaff USD	Leupp School - Play Equipment	Flagstaff	04/15/04	05/30/04
Flagstaff USD	South Beaver School - New Play Field	Flagstaff	05/15/04	06/15/04
Flagstaff USD	South Beaver School - New Play Equipment	Flagstaff	07/01/04	08/01/04
Peoria USD	Food Service Equipment - Ironwood HS - Const	Peoria	07/01/04	08/02/04
Peoria USD	Food Service Upgrades - Centennial HS - Const	Peoria	05/30/04	08/02/04
Peoria USD	Food Service Upgrades - Cactus HS - Const	Peoria	05/30/04	08/02/04
Peoria USD	Food Service Equipment - Centennial HS - Const	Peoria	07/01/04	08/02/04
Peoria USD	Food Service Equipment - Cactus HS - Const	Peoria	07/01/04	08/02/04
Peoria USD	Food Service Upgrades - Ironwood HS - Const	Peoria	05/30/04	08/02/04
Superior USD	Food Service Modification	Superior	05/03/04	06/03/04
Tuba City USD	Alternate Learning Center - Improvements	Tuba City	04/01/03	05/30/04
Window Rock School	Bus Drive and Parking Lot Addition Design	Window Rock	05/15/04	06/15/04

Flagstaff USD	South Beaver School - Mod Relocation	Flagstaff	06/01/04	07/01/04
Maricopa District Support Service Center	3rd Floor Split up	Tempe	05/15/04	06/15/04
Maricopa District Support Service Center	Remodels - 2nd floor Employment	Tempe	03/12/04	05/01/04
GateWay Community College	ADA Drop-off/Loading Area	Phoenix	03/01/04	05/01/04
Mesa Community College	Studio 28 Remodel	Mesa	01/08/04	07/01/04
Rio Salado	Computer Room Remodel	Tempe	03/23/04	07/01/04
South Mountain Community College	Roofing on 4 buildings	Phoenix	05/01/04	06/10/04
Phoenix Community College	Restroom remodel at PC Building LC	Phoenix	05/15/04	06/30/04
GateWay Community College	GateWay CC - High School 2nd Floor	Phoenix	05/15/04	06/30/04
Glendale Community College	Conversion of class rooms to biology labs	Glendale	06/01/04	08/15/04
City of Chandler	Railroad Museum relocation	Chandler	03/19/04	07/01/04



Community Park

Shoreline improvements to lake, installed sports courts (basketball, volley ball) fencing site concrete and lighting

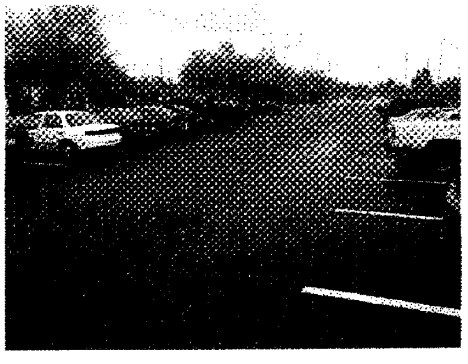
Schedule - 4 months

Project Cost - $557,123

Provide a statement of your history for submitting claims and change orders. Provide specific information, i.e., type of claim, date, reason, amount, and outcome.

Change Orders

We have completed $12.4 million in JOC work in the last three years. Change orders constitute less than 1.0% of our volume and in all cases have been ***owner directed***. We attribute our success to our efforts in the scope definition phase of each task order.



Parking Lot Improvements

Pulverized and reclaimed existing pavement for new parking lot including parking bumpers, striping, concrete sidewalk, vertical curbing, handicap ramps, and stop sign

Schedule - 1 month

Project Cost - $41,455

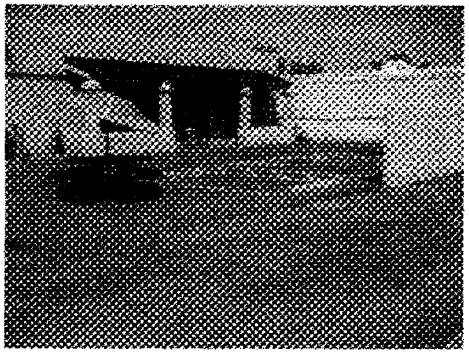
Claims

3D/I's excellent claims history is reflected in the rates it pays for professional liability insurance, which are among the lowest paid by similar firms.

As with any large firm, we are exposed to nuisance claims or tentative lawsuits. We provided Program Management services for Mobil for 20 "C" Stores. Purchased by Exxon in the middle of one project, Exxon is considering litigation on a dimension issue our previous client, Mobil, had approved and Exxon believes to be incorrect.

No unfavorable judgment has ever been entered against 3D/I. No current claim poses any threat to the financial stability of 3D/I or to its ability to fully perform services. Further details are available on a confidential basis from 3D/I's General Counsel, Alan Fleishacker. His phone number is (713) 871-7006. His email address is fleishacker@3di.com.

Safety



New Pavement and Gate

Installed parameter fencing and driveway and removed interior curbing and fencing

Schedule - 1 month

Project Cost - $21,529

Provide a copy of your firm's safety management plan.

We have corporate and site specific safety plans that are updated regularly. Our site specific safety plan incorporates and often exceeds local, regional and national safety requirements pertinent to this JOC program. Our site manager will ensure that all team members, including trade subcontractors, adhere to the safety requirements of each task order.

Provide a copy of your firm's safety training program.

Most of our staff members hold an OSHA 10-hour training certificate and we have in-house staff qualified to train in all aspects of OSHA safety requirements. Because our safety training manual is extensive, we have included the table of contents only, and have a manual available for your review at request.

Our safety record is a testament to the quality of our safety program.

OSHA	Recordable Cases	Lost Workdays	Restricted Workdays	Fatalities	Employee Hours
2003	5	330	4	0	1,325,996
2002	4	25	25	0	1,196,571
2001	0	1	7	0	896,878
2000	5	9	38	0	909,440
1999	3	3	35	0	756,560

Provide a letter from your firm's Insurance Company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years.

Statement of Qualifications Checklist

When you send your statement of qualifications to Mohave, you should place it in a three-ring loose-leaf binder. You should keep a copy of all pages of this RFQ and copies of all the pages you send to Mohave.

Place your initials on the lines below indicating that you have included the information.

X 1. Offer and Signature Page (RFQ page 2) was signed and placed after *tab 1.*

X 2. The general terms and conditions were carefully read. (pages 3-9) Exceptions to the General Terms and Conditions, if any, were noted on the General Terms and Conditions Acceptance Form (page 10) RFQ pages 3-10 were placed after *tab 2.*

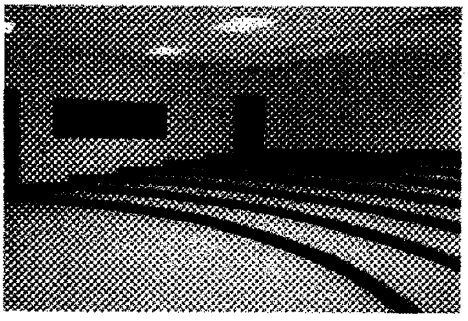
X 3. The statement of qualifications was prepared in compliance with the requirements in RFQ pages 11-13. The statement of qualifications was placed it after *tab 3.*

X 4. A certificate of insurance demonstrating current compliance with the insurance requirements in the General Terms and Conditions was placed after *tab 3.*

X 5. Any additional pertinent information was placed after *tab 4.* This information could be a list of satisfied customers or photographs of worksites. Any info that will assist evaluators in reaching a decision should be placed after *tab 4.*

X 6. The completed Statement of Qualifications Checklist was placed after *tab 5.*

Construction and Related Services Offered



Auditorium Renovation

Replaced flooring, acoustic ceiling, rubber base and painted

Schedule - 2 weeks

Project Cost - $10,000

Indicate the divisions or trades for which you are offering to contract. Follow the format in the Specifications for the Work Table of Contents (Attachment 1). Use the same division titles and work categories contained in Attachment 1 (i.e., Division 2-Site Work, Standard Penetration Test, Site Grading, etc.)

We will contract for all services listed with the exception of the following:

Division 7 - Asbestos Cement Roofing and Siding (No longer done by industry)

List all divisions and work categories you are offering to perform under the contract.

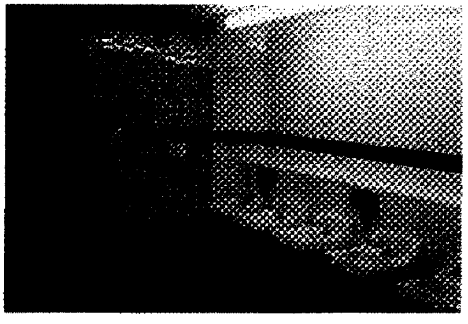
We serve our clients best when we focus on delivering the most appropriate solution to every task order. By choosing not to self-perform the trade work, we maintain our focus on quality, schedule and cost. To ensure our ability to respond in the field, we actively pursue and mentor subcontractors in every trade.

Indicate if you are offering design, engineering, maintenance, and/or operations services. Describe those services and indicate if in-house staff or subcontractors will provide them.

To be more responsive, we offer complete design services as part of the JOC contract. On most JOC task orders, design is limited to scope development and is fundamental to delivering the service. Our project team delivers the total solution. Sometimes, the solution is more complex and needs more "intellectual content" before the scope is proposed.

We have excellent relationships with many architectural firms throughout Arizona. Four firms we have used consistently in our JOC work have been Dick & Fritsche Design Group, Gabor Lorant Architects, Stichler and Architectural Resource Team. Each firm has provided high quality architectural and engineering services on our JOC projects. We coordinate closely during the design process to ensure all project components are properly detailed. Constructability is taken into account during the design process watching the budget closely. From beginning to end, close attention is given so that you pay only for the design needed.

3D/I is not a maintenance or operations company and these services are usually best performed by other companies focused on that marketplace. If you prefer, we will assist your customers in finding the appropriate service provider to serve their needs and that service may or may not be within the JOC contract.



Restroom Remodel

Demo all existing tile, plumbing fixtures, light fixtures, toilet partitions and accessories; provide drywall patches; paint; replace all existing finishes

Schedule - 2 months

Project Cost - $81,048

Contract Management Plan

Modular Building

Installed modular units

Schedule - 4 months

Project Cost - $595,298

Provide a statement of your plan for performing and managing the work. What personnel will be used?

Partnering

Typical JOC task orders are small remodel projects, mechanical repairs, or interior renovation work that may be extremely disruptive to ongoing operations. We consider the needs of a diverse network of stakeholders. We seek input from all potential stakeholders to ensure clear communication. Communication of interests and concerns by all team members includes the facility owner and user, the contractor, the design team, trade subcontractors, maintenance personnel, and all other stakeholders affected by the project.

We define the needs and expectations, identify timelines, schedule milestones, and clearly define the quality of construction materials and budget considerations. We produce a total task solution for each project that meets or exceeds the teams' expectations with the least amount of disruption.

Task Order Approach

Our project manager assumes the responsibility for the total task solution as soon as we receive a task order. The project manager will conduct scoping sessions to identify the total scope of the project including:

- Site conditions
- Operating conditions
- Project schedule requirements
- Lead times on key materials
- Special equipment required
- Material specifications
- Rough order of magnitude budget check

This combination of specific job knowledge, customer familiarity, and subcontractor experience ensures a smooth and rapid start.

Track Renovations

Removed and replaced curbs, track and sub grade material

Schedule - 2 months

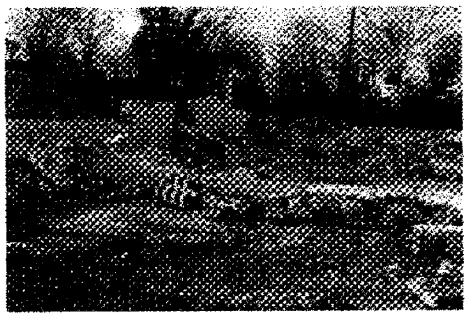
Project Cost - $593,500

We created a two-track project delivery system that proceeds to completion on independent but parallel paths. The first is the scope and proposal development process, which is primarily the technical and subcontractor execution plan.

The second is the estimate preparation and scheduling component. Working closely with the project manager, the chief estimator assembles the team of qualified trade subcontractor(s) and supplier(s) that can best execute the work. In order to match subcontractors with the customer's needs we consider technical ability and availability, workload and lead-time on key materials and equipment. The Estimating Department carefully assembles the team ensuring that materials and equipment required in the execution of the

work, has been considered. This task order delivery process allows us to respond to proposal requests quickly and accurately.

The "Task Order Delivery Process" flowchart is provided on page 5.



Building Demolition

Demolition of old building

Schedule - 4 months

Project Cost - $137,756

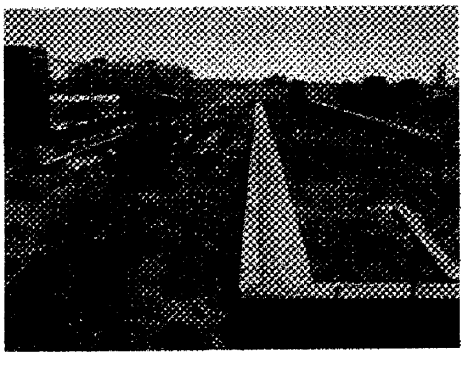
Project Engineering

Under the direction of our project managers, the support staff will coordinate and track all project RFI's, submittals, and other project engineering duties required by the task order. We will post documentation and logs on our web-based program management software so progress is visible to all members of the team. Potential documentation includes pay applications, project notifications, daily logs, and progress photos.

Project Scheduling

Our scheduling philosophy is simple—we plan the work and work the plan. Our project manager and project superintendent prepare a detailed project schedule while considering current facility schedules, long lead material deliveries and specific work area restrictions. The schedule is monitored and updated on a weekly basis for proper coordination and execution of the work plan. In addition to the overall project schedule, the project superintendent will maintain a three-week look-ahead schedule. This derivative schedule ensures the timely coordination of key subcontractors and suppliers currently required on site.

As construction progresses, our on-site superintendents review work-in-place on a daily basis and work with the subcontractor(s) to re-do any deficiencies noted in the quality of their work. Our superintendents manage and review the coordination of simultaneous work so subcontractors do not overstep each other, which can result in damage to work in place or delays. We are proud of our successful record of on-time and on-budget projects.



Campus Infrastructure

Site development for alternative learning center

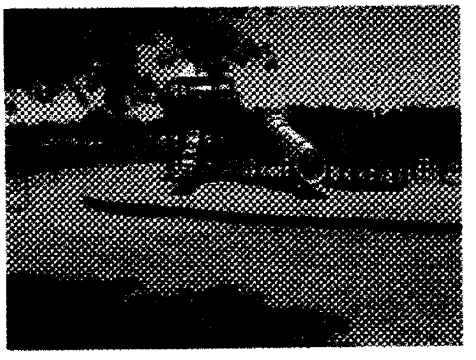
Schedule - 9 months

Project Cost - $627,558

Changes in Scope

We have completed $12.4 million in JOC work in the last three years. Change orders constitute less than 1.0% of our volume. We attribute our success to our efforts in the scope definition phase of each task order.

Most work in a JOC program is small civil work, minor remodels and tenant improvements. Unforeseen conditions do occur, for example, "*as-built*" information provided during the scope definition phase of one of our JOC projects proved to be inaccurate. This required the upsizing of an electrical control panel. In this case, we quickly determined the additional direct costs from the trade subcontractors while completing a concurrent internal cost estimate for comparison.

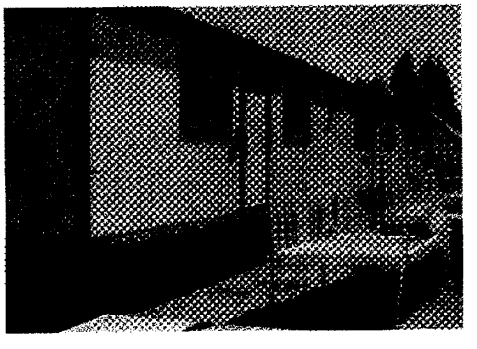


Playground Upgrade

Converted to rubberized surface

Schedule - 4 ½ months

Project Cost - $174, 592



Relocate Modular

Relocated modular classrooms

Schedule - 3 months

Project Cost - $100,000

Will you use technology? If yes, for what purposes?

We will use our program management system, IMPACT, provided, operated and maintained by 3D/I. This system allow the team to track all administrative, financial, and physical progress information, as well as produce all reports in real time from the convenience of their personal computer.

Scheduling

Our staff will develop detailed Critical Path Method (CPM) schedules using MS Project. The CPM schedule can be rolled up into simple summary schedules with key milestone dates. We can display information in a CPM schedule, bar chart, and in calendar format with the daily construction activities shown alongside the event schedule.

Estimating

We use Timberline Precision estimating software for the estimating and proposal development. Timberline, one of the premier estimating software packages available on the market today, provides our estimators the ability to prepare detailed, accurate proposals efficiently. We upload the contract Unit Price Book (UPB) database onto this software platform. We estimate and price all JOC task orders through this software. It is supported by state-of-the-art computer hardware systems and components including full plan sized GTCO electronic digitizers. These digitizers ensure the accuracy of all quantity surveys while at the same time dramatically reducing estimating time.

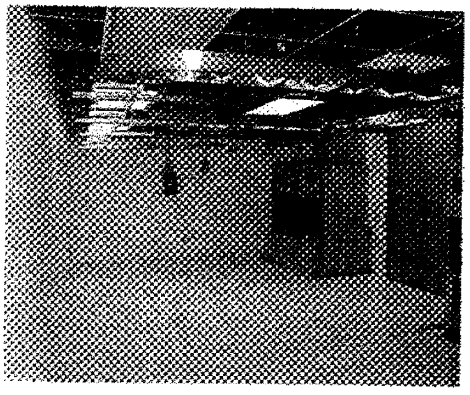
For efficient and timely response by the subcontract community to project solicitations, we use Bid Fax software. This software contains a database of pre-qualified trade contractors that allows us to notify the contracting community of projects available for their participation. Each project is setup with its unique and specific criteria, allowing for immediate communication with subcontractors that meet the specific project requirements.

How do you plan to ensure prompt responses to job order requests?

Quick response, quality construction, and aggressive construction schedules are just a few of the trademarks of a successful Job Order Contractor. We have developed and refined a delivery method that ensures all these attributes, plus fair and competitive pricing. Our task order delivery method, illustrated on page 5, depicts our standard yet flexible approach to each task order we undertake.

What is your plan for responding to and performing multiple job orders at the same time?

We usually have 25 - 30 task orders in progress at one time. Our well-defined process ensures each task order will meet or exceed the team's initial expectation. Additionally, we realize the backbone of every successful JOC contract is through the strength of its trade subcontractors. We are committed to maintaining positive working relationships with multiple subcontractors in each trade discipline. By having multiple pre-qualified firms available in each trade discipline, we are equipped to meet the needs of every task order. We know which subs are the best choices for each task order because we have extensive experience on JOC projects in Northern, Central Arizona and Southern Arizona. All subcontractors are pre-qualified for experience, financial capability, and quality of workmanship prior to making the team. We aggressively recruit and mentor subcontractors that we pre-qualify and select to bid on our projects. Our staff and subcontractors are ready to respond immediately as your JOC program rolls out.



Computer Room Construction

Converted storage room to 500 s.f. computer room

Schedule - 1 ½ months

Project Cost - 148,011

What limitations will you have geographically or in the number of simultaneous job orders?

Executing multiple simultaneous job orders is a norm for our staff and support systems. We have no geographical limitations and are presently providing services from Sierra Vista to Window Rock. Our seasoned JOC staff and proven procedures allow us to take on new task orders at any time, anywhere.

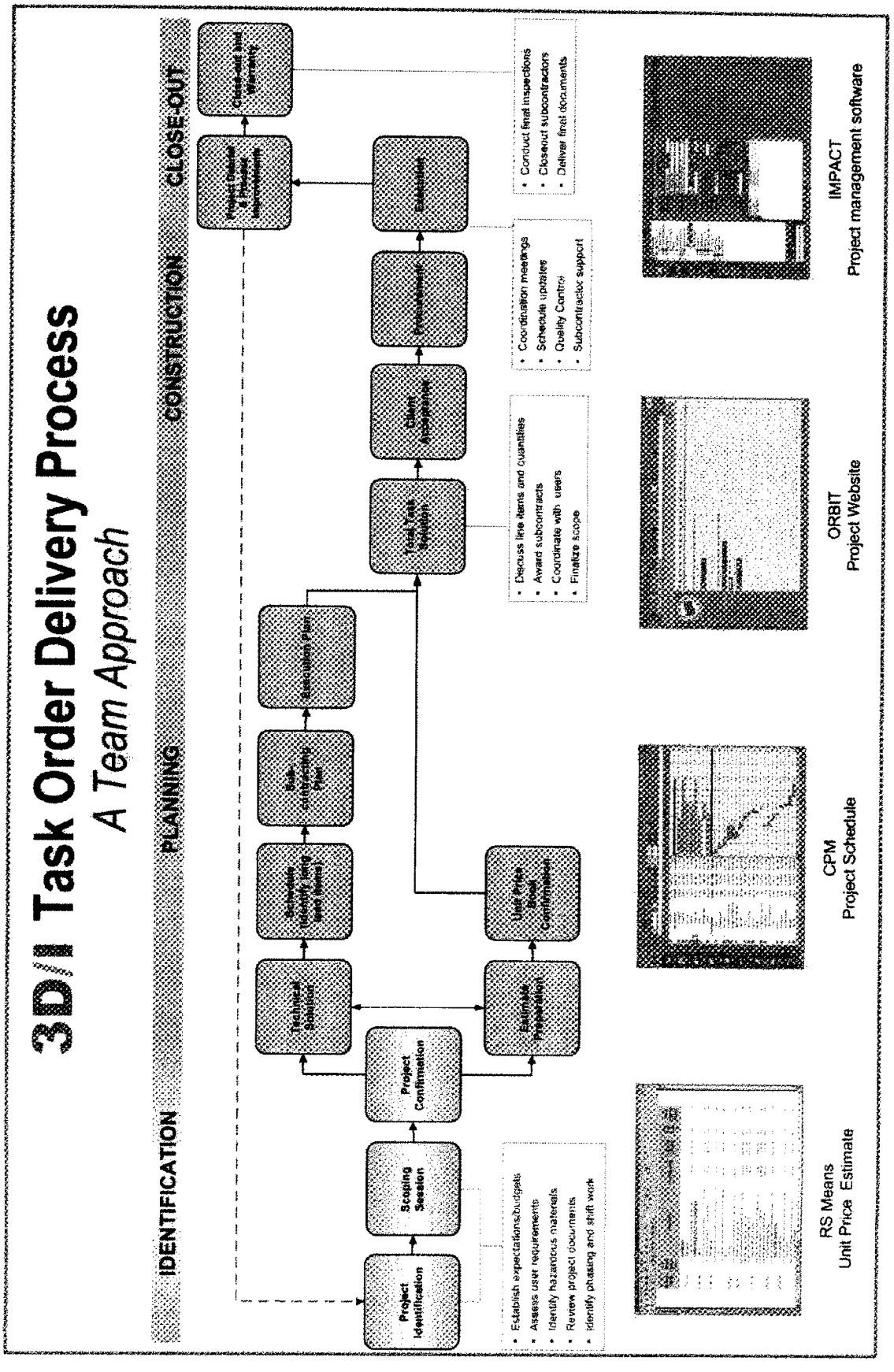
Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

We take pride in our large number of repeat customers. Repeat business speaks highly of our capabilities and delivery success.

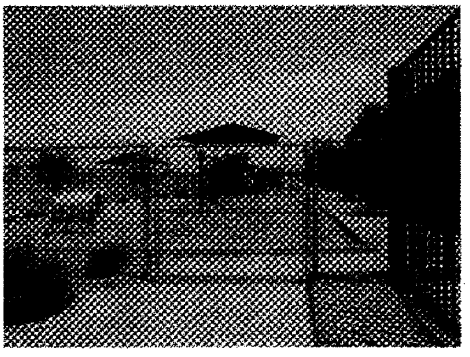
"I enjoyed the experience and look forward to future partnerships."

—Fred Sanchez
City of Surprise

Client	Number of Task Orders	Client	Number of Task Orders
Amphi Public Schools	6	Pendergast USD	5
Arizona State University	21	Peoria USD	13
Central Arizona Projects	9	Scottsdale USD	4
City of Glendale	5	Tempe ESD	8
City of Peoria	2	Tuba City USD	14
Dysart USD	5	Tucson USD	8
Flagstaff Arts & Leadership	3	Maricopa County Community Colleges	20
Flagstaff USD	13		


3D/I Task Order Delivery Process
A Team Approach
IDENTIFICATION
PLANNING
CONSTRUCTION
CLOSE-OUT
Project Identification
Scoping Session
Project Confirmation
Technical Solicit
Estimate Preparation
Unit Price Bind Confirmation
Total Task Solicit
Client Approval
Procurement
Execution
Project Close & Finance Reconciliation
Closeout and Warranty
• Establish expectations/budgets
• Assess user requirements
• Identify hazardous materials
• Review project documents
• Identify phasing and shift work
• Discuss line items and quantities
• Award subcontracts
• Coordinate with users
• Finalize scope
• Coordination meetings
• Schedule updates
• Quality Control
• Subcontractor support
• Conduct final inspections
• Closeout subcontractors
• Deliver final documents
RS Means
Unit Price Estimate
CPM
Project Schedule
ORBIT
Project Website
IMPACT
Project management software

Quality Management Plan



Fencing Addition

Added gates and fencing around playground area

Schedule - 5 ½ months

Project Cost - $9,038

How do you set goals and monitor the performance of your company?

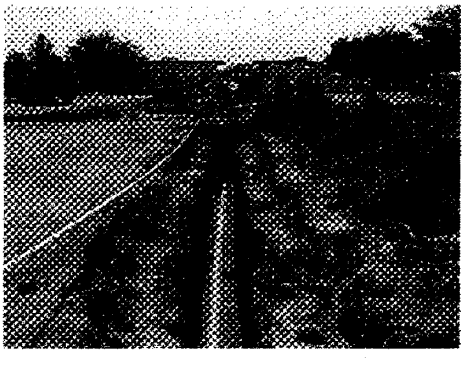
The scope definition process is critical in determining the perception of quality on an individual project. Quality is the measurement of conformance to requirements, and it is our responsibility to define those requirements with the client. The clearer they are defined, the more likely they will be met. The final definition of quality is the result of a collaborative effort among team members, and from consistent reconfirmation throughout each project.

We use a "call log" to monitor our performance on every task order. This is a living document and consists of every complaint, constructive (or otherwise) criticism, warranty call or any service item or process referred to by a customer. The QA/QC Manager oversees this list. All calls are closed with the customer and reported to Mohave. This practice improves our processes and works to improve the entire program.

We use a Client Report Card to help us enhance our continuous improvement process. It is a disciplined part of each project closeout and ensures that we continue to improve in serving our clients.

How do you inspect the work to ensure quality?

Our Quality Management Plan (QMP) details the management practices and business procedures ensuring the highest quality of a product. Our Quality Control Plan (QCP) documents the product(s) that are reviewed and defines the details of the complete review process. These plans, when used in tandem, assure complete and consistent compliance with the quality standards established in the project documents.



Sewer Line

Installed new sewer line

Schedule - 1 month

Project Cost - $71, 367

To ensure quality at all times, products are inspected before, during and after the installation process. They are checked for compliance with approved shop drawings, for conformance and compatibility with existing work or related function requirements, and rejected or replaced as needed.

We conduct quality inspections in collaboration with stakeholders, consultants and team members, who share in the objective of achieving the highest level of quality.

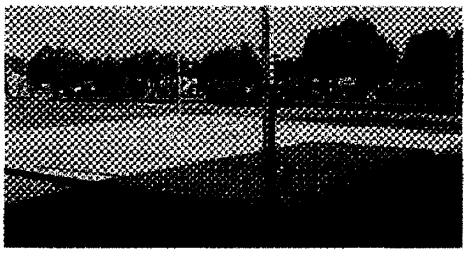
How do you stay on schedule?

Our scheduling philosophy is to plan the work and work the plan.

- Our project manager, superintendent, key subcontractors and suppliers prepare a preliminary schedule, which converts to a detailed project schedule after approval by the client. This process considers the current facility schedule, stakeholder interests and requirements, long lead

material deliveries and specific work area restrictions, school schedules and client provided installation schedules.

- The schedule is monitored and updated weekly for coordination and execution of the work plan.
- Finally, the project superintendent maintains a three-week look-ahead schedule reviewed weekly with all subcontractors. This derivative schedule ensures the timely coordination of key short term events which are critical to maintain.



Concrete Pad

Poured concrete pad at playground

Schedule - 2 months

Project Cost - $9,716

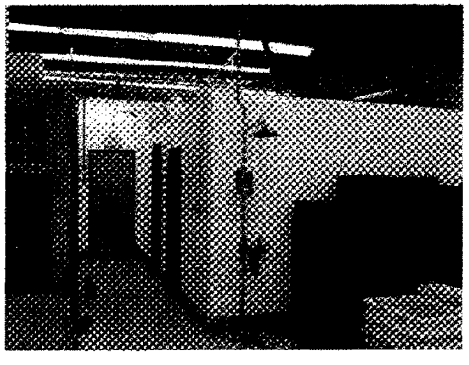
As construction progresses, our on-site superintendents review work-in-place on a daily basis and coordinate with the subcontractor(s) to continually ensure quality and timely completion of their work. Our superintendents manage and review the coordination of simultaneous work so subcontractors do not impede each other's continuity and productivity. We are proud of our successful record of on-time and on-budget projects.

What is your complaint and dispute resolution procedure?

Claims

We initiate and implement a claims avoidance/management program that strives to avoid claims and minimize the impact of those that occur by resolving them quickly. We have found that the two main methods of mitigating claims are avoiding situations that tend to produce them—and establishing procedures for them to be resolved.

We have developed and tested front-end documents that protect the client from inexperienced and unqualified subcontractors, as well as subcontractors who practice the low bid, high change order approach. Additionally, we work with the subcontractors, not against, to avoid problems. We work to solve problems as they arise, rather than deferring them to the end of the project.



Hazardous Material Storage Remodel

Converted a workshop into a hazardous material storage facility

Schedule - 2 ½ months

Project Cost - $235,079

Dispute Resolution

First, we have never had to use dispute resolution on a JOC task order. If we did, we prefer mediation as a first step toward resolution whether it is required by the contract or voluntary. It is a fair and expeditious tool for resolving problems before they affect your program. We maintain a "litigation averse" culture when it comes to our client relationships.

Communication is still the most effective way to minimize disagreements that occur both at the project and program level. Every scoping session and technical solution, in combination with the subcontracting performance solution, is driven toward mitigating project disputes. Initial Partnering sessions have been shown to be effective tools in outlining the mission of the project and how to resolve coordination challenges that may arise. This session will outline all steps needed to support a team approach to each task order.

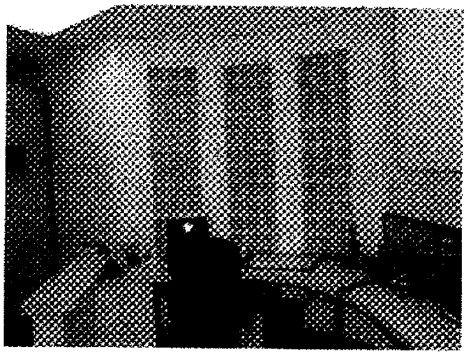
Provide other pertinent information that will help Mohave evaluate your firm and its capabilities?

Our QA/QC/Safety Program is administered by highly trained and knowledgeable individuals.

Our Program consists of predetermined planning and inspections for compliance and quality for each definable element of work. It begins with a preparatory meeting and job review to ensure quality and compliance expectations are understood before the work begins. An initial work inspection is conducted at the start of the definable activity and follow-up and final inspections are carried out during and after completion of the work to ensure that high quality is maintained. QA/QC and safety plans will be discussed with you, revised as necessary, and provided in final form within fifteen days after award.

We monitor contractors and suppliers for all construction items, work, and services. We document their proven capability to provide a quality product or service on time and as expected. Our project manager maintains an up-to-date list of trade contractors, suppliers and support service companies used on the project and review their performance to assist in their improvement efforts. The first step in quality service in the JOC program is in selecting quality subcontractors who are familiar with the program requirement.

In addition to our quality program that emphasizes planning at every step of a project's execution, we post submittal logs on our web-based program management software so progress is visible to all team members. This system becomes even more valuable as we develop "standard" materials preferences and establish electronic submittal libraries where a significant number of material and administrative submittals can be reviewed and approved in a short time. Managing progress schedules becomes easier as well by posting not only current schedules but also past schedules.

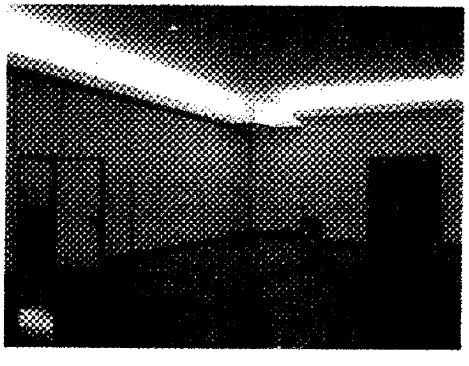


Office Remodel

Rebuilt secretarial area, new paint & carpet

Schedule - 3 months

Project Cost - $32, 330



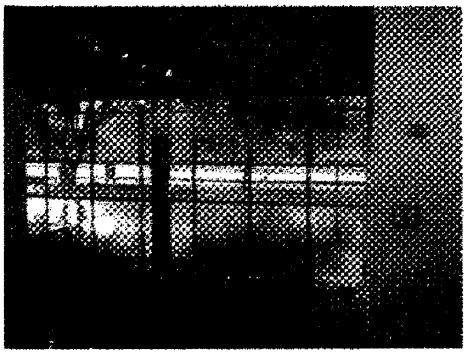
Ballroom Remodel

Installed new drywall and soffits, upgraded electrical system, added lighting in soffits, vinyl wall coverings, and mechanical (HVAC) system upgrades

Schedule - 1 month

Project Cost - $115, 540

Subcontractor Management Plan



Fine Arts Studio Remodel

Replaced damaged glazing, retextured and repainted walls, removed drop ceiling, refinished floors, repaired/renovated restroom

Schedule - 2 months

Project Cost - $61,634

Provide a statement of your plan for managing subcontractors.

We manage subcontractors and suppliers for compliance with all project requirements through established monitoring and measuring methods. We administer their performance using regularly planned schedule reviews, delivery commitments, site inspections, manpower requirements and quality standards

How will you recruit subcontractors, particularly in the local communities where work will be performed?

In recent years, we have established relationships with consultants and subcontractors throughout the State. This has been achieved by working with the local Contractor's Association, realtors, other general contractors, material suppliers and staff who know and can make good quality recommendations. We build on and maintain these relationships. We are also attentive to those qualified contractors who are known "travelers," organized to work out of town. We've recently embarked on a concerted effort to establish new contacts in the industry in locales considering adapting a JOC program and we have been successful in establishing defined contractor programs in six outlying cities.

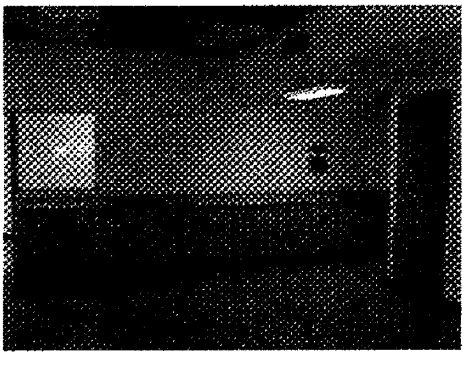
How will you ensure acceptable quality for work performed by subcontractors?

Compliance inspections are routinely conducted for all products delivered to or installed on the project. Materials are checked for damage at the time of delivery and necessary adjustments enforced.

Installations are checked against shop drawings and submittals for conformance. Defects, unacceptable materials or workmanship are noted, rejected and monitored until satisfactory corrections are made. These policies are administered regularly to ensure no delays result from quality related issues.

Acceptance inspections are conducted at the completion of each phase or portion of the work. Deficiencies are documented and corrections made. Third party consultants are retained for technical inspections such as roofing or MP&E work when necessary.

Release of payments and warranty guidelines motivate quality and compliant performance.

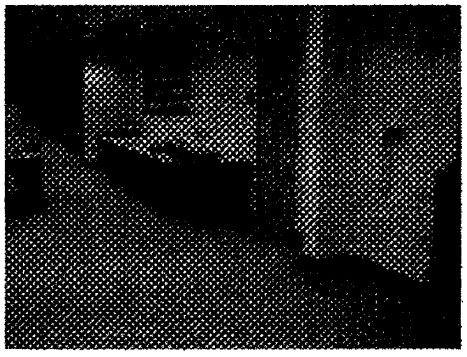


Office Remodel

Remodeled new spaces for Army and Air Force recruiting office

Schedule - 1 ½ months

Project Cost - $248,049



Sheet Rock Repair

Replaced water damaged sheet rock

Schedule - 2 weeks

Project Cost - $2, 781

How will you address controversies and claims related to work performed by subcontractors?

Communication is the proven tool to avoid disputes and controversies. Weekly meetings with responsible parties mitigate or resolve most disputes. Issues are addressed with all stakeholders before a dispute escalates. In the unlikely event disputes advance to dispute resolution, mediation typically resolves them.

There are alert systems in place, e.g., RFIs, issue logs, COR logs, meeting minutes, etc., that signal a controversy. These are monitored routinely in an effort to respond to each as needed.

Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.

We retain qualified local subcontractors to perform all fieldwork unless required otherwise. This ensures quality work by skilled personnel who stay current in the materials and methods used in their respective trades. Their tenure in the trades ensures that warranty programs are honored and service is rendered in a timely manner. We select established subcontractors who are experienced in JOC work and administration, or who are willing to participate in JOC training and learning programs. We believe a job order contract must be solutions-oriented rather than simply an on-call construction contract. Our cadre of local subcontractors helps us deliver the best and most appropriate solutions to our clients.

RFQ 04E-0604 Final Scoring Comparison

Firm	Mark	Tom	Craig	Mike	Fred	Avg	Divisions
Centennial	100	100	98.5	86	100	96.9	General
3D/I	97.5	100	97.5	87	97	95.8	General
Adaptive	63	62	87	80	84	75.2	General
Kinetic	86	93	91.5	81	99	90.1	15
Russell A.C.	75	92	78.5	70	96	82.3	15
American Conditioned Air	79	81	83.5	70	98	82.3	15
Electrical Excellence	77.5	88	82.5	79	93	84	16
Corbins	77	89	79.5	79	95	83.9	16
American Conditioned Air	79	81	83.5	70	98	82.3	16
Kinney	72.5	75	75.5	65	82	74	General
Kowalski	73.5	54	74	67	88	71.3	General
Modular Solutions	59	64	72.5	61	79	67.1	General
Concept Builders	53	50	79	54	83	63.8	General
Pueblo Mechanical	79	91	81.5	69	87	81.5	15
Wilson Electric	70	73	77	75	76	74.2	16
Sturgeon	63	78	74	65	89	73.8	16
Kearney	56	72	69.5	77	93	73.5	16
Yaqui	65	66	64	49	91	67	16
ABBA	65	45	76	63	73	64.4	16
Control Engineering	69.5	58	71.5	68	71	67.6	15/16
Climatec	73	81	75.5	77	91	79.5	15/16/13
ECI	49	39	67	42	87	56.8	15/16/17
MD Plumbing	0	0	0	0	0	0	Non Responsive

Mailing For 04E-0604

Emailed notice 5/11/04

Info On: 04E-0604
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Mailing For 04E-0604

Emailed notice 5/11/04

Info On: 04E-0604

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Mailing For 04E-0604

Emailed notice 5/11/04

Info On: 04E-0604

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Mailing For 04E-0604 **Emailed notice 5/11/04**

Info On: 04E-0604

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Mailing For 04E-0604

Emailed notice 5/11/04

Info On: 04E-0604
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Mailing For 04E-0604 **Emailed notice 5/11/04**

Info On: 04E-0604

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Mailing For 04E-0604 **Emailed notice 5/11/04**

Info On: 04E-0604

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Mailing For 04E-0604

Emailed notice 5/11/04

Info On: 04E-0604

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John Cabezas
Tucson Industrial Products, Inc
1140 W. San Lucas Circle
Tucson, AZ 85704

Daniel G. Arevalo
Turnkey Schools of America
28765 Single Oak Drive, Second Floor
Temecula, CA 92590

Sara Snyder
Vodavi Direct, INC
1800 West Broadway Road, Suite 1
Tempe, AZ 85282

Larry Shelton
W.P. Hickman Systems Inc
30700 Solon Industrial Parkway
Solon, OH 44139

Doug Carpenter
WD Carpenter & Sons
3146 S Woodruff Cir
Mesa, AZ 85212

Craig Nelson
Weatherproofing Technologies, Inc.
3735 Green Rd.
Beachwood, OH 44122

Keith Welch
Welch's Boiler Service
6036 Isleta blvd
Albuquerque, NM 87105

David Regonini
Western Technologies Inc.
3737 East Broadway Road
Phoenix, AZ 85040

Laura Davis
Wholesale Floors, Inc.
1938 East Osborn Road
Phoenix, AZ 85016

Samantha Fleming
Williams Scotsman Inc
3232 S 48th St
Phoenix, AZ 85040

Graham Pattison
Wilson Electric Services Corp
1305 West 1st Street
Tempe, AZ 85281

Bret Woods
Woods Construction Company
PO Box 22229
Mesa, AZ 85277

Mark Cunningham
York International Corporation
4836 E. McDowell Rd., Ste. 100
Phoenix, AZ 85008

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE
Serving Arizona Schools Since 1971
▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

Solicitation Sign In Sheet

Job Order Contracting

Company	Category	Date	Time	Notes
3D/International 2111 E. Highland Ave., Suite 402B Phoenix, AZ 85016	✓ 7 COPIES	6/3/04	LW 10:40am	1 box
A & M FENCING, INC. P.O. BOX 16625 TUCSON, AZ 85732-6625				
AAA ancor fence 7630 N 67th Ave Glendale, AZ 85301	✓ 7 COPIES	6/4/04	LW 3:02 pm	1 Box
ABBA ELECTRIC L.L.C. 503 So. 18th Avenue Phoenix, AZ 85007				
Absolute Backflow Testing 246 E Dorothy Lane Tucson, AZ 85705-1728				
adams painting co. 747 w. watkins phoenix, AZ 85007				
ADAPTIVE CM 120 N 44TH ST. SUITE 400 PHOENIX, AZ 85034	✓ 7 COPIES	6-4-04	JB 2:24pm	1 box
Advanced Controls Corporation 626 West Flores St. Tucson, AZ 85705				
Advanced Controls Corporation 626 West Flores St. Tucson, AZ 85705				
ALLEARE 3219 N. Canyon View Dr. Nogales, AZ 85621				
Allman Painting, Inc. 2489 McCormick Blvd. Bullhead City, AZ 86429	✓ 7 COPIES	6/4/04	LW 2:36pm	1 box

04E-0604 - DUE: Friday, June 4, 2004, 4:30 pm

Company	Category	Date	Time	Notes
AMERI-FAB, INC P.O. BOX 87298 PHOENIX, AZ 85080				
American Conditioned Air Inc 107 W Blacklidge Dr Tucson, AZ 85705	✓ 7 COPIES	6/3/04	12:49pm	1 box
AMERICAN REFRIGERATION SUPPLY 275 S. KINO PKWY TUCSON, AZ 85719				
AMERICAN REFRIGERATION SUPPLY-PHX 2632 E. CHAMBERS ST. PHOENIX, AZ 85040-3601				
ANYTIME ELECTRIC 15829 W 51st AVENUE GLENDALE, AZ 85306				
Arizona Coating Applicators, Inc. P.O. BOX 27425 Phoenix, AZ 85017	✓ 7 COPIES	6-4-04	1:28pm	2 boxes
Arizona General Engineering Inc 3190 N. Silver Hills Drive Nogales, AZ 85621				
ATAS International, Inc. 419 E. Juanita Avenue Mesa, AZ 85204				
Aurora-Modular Industries Box 626 20701 N. Scottsdale Rd, C-5 Scottsdale, AZ 85255				
azhvac and refrigeration, inc. 16211 n. scottsdale rd. scottsdale, AZ 85254				
B & B Contracting and Consulting, LLC 10435 N Nicklaus Dr Fountain Hills, AZ 85268				
Bergs Heating & Air Conditioning 4109 Monsanto Sierra Vista, AZ 85650				
BETNOR, INC 4105 N. BANK ST. KINGMAN, AZ 86401				
Blueridge Commercial Carpets 26647 N 31st Drive Phoenix, AZ 85085				

04E-0604 - DUE: Friday, June 4, 2004, 4:30 pm

Company	Category	Date	Time	Notes
Border States Electric Supply 5519 E Washington St Phoenix, AZ 85034				
Brooks Plumbing & Mechanical, Inc. P.O. Box 30676 Phoenix, AZ 85046-0676				
Brown's Custom Fence 3215 S 7th St, Ste12 Phoenix, AZ 85040-1157				
Byrd's Sheet Metal & Costruction 420 12th Street Douglas, AZ 85607				
C.R.C. INC. 1815 N.WEST STREET FLAGSTAFF, AZ 86004				
Camfil Farr 4433 W. Van Buren #6 Phoenix, AZ 85043				
Cannon & Wendt Technologies (a div. of 4020 N. 16th Street Phoenix, AZ 85016				
Capital Electric Supply Co. 7310 W. Roosevelt Suite #2 Phoenix, AZ 85043				
Carrier Corporation 3540 South Campbell Ave. Tucson, AZ 85713				
Catalina Fire Protection LLC 10884 E. Vuelta Merecumbe Tucson, AZ 85730				
CELS ELECTRIC 2523 EAST DESERT LN GILBERT, AZ 85234				
Centennial Contractors Enterprises, Inc. 1616 E Indian School Road, Suite 102 Phoenix, AZ 85020	✓ 7 COPIES	6/4/04	12:35p AP	1 box
Centimark Corporation 1956 West Cheryl Dr. Phoenix, AZ 85021				
CENTRAL ARIZONA SUPPLY 208 S. COUNTRY CLUB DRIVE MESA, AZ 85210				

04E-0604 - DUE: Friday, June 4, 2004, 4:30 pm

Company	Category	Date	Time	Notes
Cholla Pavement Maintenance, Inc. 811 W. Warner Rd., Ste. 207 Tempe, AZ 85284				
Clark Engineers, Inc. 3838 North Central Ave, Suite 1250 Phoenix, AZ 85012				
Climatec, Inc. 10802 N. 23 Avenue Phoenix, AZ 85029	✓ 7 COPIES	JB 6-3-04	JB 12:35	1 box
Commercial Roofers of Arizona 3430 S. Valley View Blvd. Las Vegas, NV 89102				
COMMERCIAL SYSTEMS TECHNOLOGY, INC. 210 S. MESA DRIVE MESA, AZ 85210				
Concept Builders, L.L.C. 22041 N. 23ed Ave. Phoenix, AZ 85027				
Concept Builders, LLC 22041 N. 23rd Ave. Phoenix, AZ 85027	✓ 7 COPIES	6/4/04	LW 2:08pm	1 box
Conspeco, Inc. 8615 West Kelton Lane Suite #308 Peoria, AZ 85382-4758				
Construction Tool & Supply 5213 S. 30th Street Suite C300 Phoenix, AZ 85040				
contract west roofing, inc 6914 south 3000 east #202F salt lake city, UT 84121				
CONTROL ENGINEERING, INC. 2430 S. 20TH ST., UNIT E PHOENIX, AZ 85034	✓ 7 COPIES	6/4/04	DA 12:26 pm	1 Box
Control Panels USA Inc. 105 Halmar Cove, Suite 220 Georgetown, TX 78628				
Controlled Release Technologies 12745 49th St. N. Clearwater, FL 33762				
Copper Creek Pipelines & Excavation, LLC 7255 North Perryville Road Waddell, AZ 85355				

Company	Category	Date	Time	Notes
Corbins Electric 102 S. 28th Street Phoenix, AZ 85036	✓ 7 COPIES	6-4-04	2:25pm JB	2 boxes
Corporate Technology Solutions, Inc 1971 E. 5th Street, Suite 111 Tempe, AZ 85281				
D.L. Withers Construction 3220 E. Harbour Drive Phoenix, AZ 85034				
Dakota Builders Inc. 4861 E. 29th Street Tucson, AZ 85711				
Delta Power LLC 2485 W. Las Lomitas Tucson, AZ 85741				
Deutsch Associates 2929 North 44th Street, Suite 320 Phoenix, AZ 85018				
Donway Corporation 6826 E. Monterey Way Scottsdale, AZ 85251				
DUFFY ELECTRICAL CONTRACTORS, INC. 1260 E. 15TH STREET TUCSON, AZ 85719-6494				
Eagle Asphalt LLC 686 E. Hwy 82 Huachuca City, AZ 85616				
ECI Arizona, Inc. 415 S McClintock Dr. Suite 1 Tempe, AZ 85281	✓ 7 COPIES	6-3-04	JB 12:35p	1 box
Eden Architects LLC 207 N. Gilbert Road , Suite 003 Gilbert, AZ 85202				
ELECTRICAL EXCELLENCE 2660 E. GANLEY RD. TUCSON, AZ 85706	✓ 7 COPIES	6/4/04	LMO 10:39am	1 box
Ellerd Enterprises P.O. Box 101 Portales, NM 88130				
End-2-End Communications 301 N 37th Dr Suite 101 Phoenix, AZ 85009				

Company	Category	Date	Time	Notes
Environmental Strategies, Inc. 423 S. Olsen Tucson, AZ 85719				
Fiber Force Communications, Inc. 2301 W. Northern Avenue Phoenix, AZ 85021				
FOUR PEAKS CONTRACTING INC. P O BOX 8129 SCOTTSDALE, AZ 85252				
G W General Services 1994 S. Tumbleweed Lane Chandler, AR 85248				
G&G Specialty Contractors, Inc 3630 E Chipman Rd Phoenix, AZ 85040				
GAF Materials Corp. - Los Angeles Area 11800 Industry Ave Fontana, CA 92337				
Ganado Painting & Wallcovering, Inc. 4329 E. Magnolia Phoenix, AZ 85224				
Gardner-Gibson, Inc. PO Box 5248 Long Beach, CA 90805				
general metals mfg and supply co inc 2727 w weldon ave phoenix, AZ 85017				
George Yardley Company 23335 North Country Club Trail Scottsdale, AR 85255-4279				
Glendale Contracting 5711 W McLellan Rd. Glendale, AZ 85301				
Goldstein And Luera Construction, LLC 1219 s. 9th Street Phoenix, AZ 85034				
Granite Construction Company 4115 E. Illinois St Tucson, AZ 85714				
GRO Enterprises, Inc 44 W Sahuaro St. Tucson, AZ 85705				

Company	Category	Date	Time	Notes
GV Enterprises.com 9102 W. Marshall Ave. Glendale, AZ 85305				
HARDIN REFRIGERATION, INC PO BOX 11148 CASA GRANDE, AZ 85230-1148				
Harvey Trucking Inc 2435 W. Curtis Rd. Tucson, AZ 85705				
Hayward Corporation 41011 W Honeycutt Rd Maricopa, AZ 85239				
Henry Company 2911 Slauson Ave. Huntington Park, CA 90255				
Hernandez Companies, Inc 3734 E. Anne Street Phoenix, AZ 85040				
Hoffman & Son Painting Contractors 1309 W. Yavapai Tucson, AZ 85745				
Honeywell International, Inc. 2626 West Beryl Avenue Phoenix, AZ 85021				
Horizon Contracting, LLC 14001 W Judt Pl Marana, AZ 85653				
HUFF & SONS CONSTRUCTION, INC. 7335 E.ACOMA DR. SCOTTSDALE, AZ 85260				
Hughes Services, Inc. 101 Sherman Lubbock, TX 79415				
Ice Solutions 3131 E. Transcon Way Tucson, AZ 85706				
ICI Paints 15358 West Jill Lane Surprise, AZ 85374				
IMCOR - Interstate Mechanical 1841 East Washington Street Phoenix, AZ 85034				

Company	Category	Date	Time	Notes
Inland Kenworth 3737 N I-10 E.B. Frontage Rd. Tucson, AZ 85705				
innovative formulations inc 1810 s. 6th ave tucson, AZ 85713				
Insulating Coatings Corporation Inverness, FL 34450				
Intec Systems 9831 S. 51st Street, Suite E-126 Phoenix, AZ 85044				
Integrated Control Systems Inc. 4455 S. Park Ave. Suite 101 Tucson, AZ 85714				
Integrated Mechanical Service 514 S. McClintock Drive, Suite 3 Tempe, AZ 85281				
Integrated Technology Works, PO Box 7731 Mesa, AZ 85216				
J & M Building Automation Systems L.L.C. 4125 E. Adobe Mesa, AZ 85205				
J.R. McDade Company - Commercial 1327 N. 22nd Ave Phoenix, AZ 85009				
JAKE RYAN CONTRACTING LLC PO BOX 1175 PEORIA, AZ 85380-1175				
JMK Industrial Service P.O. Box 5953 Goodyear , AZ 85338				
Johns Manville PO Box 5108 Denver, CO 80217-5108				
Johnson Controls, Inc. 2032 w. 4th St Tempe, AZ 85281				
Johnstone Supply 3451 N. 35th Avenue Phoenix, AZ 85017				

Company	Category	Date	Time	Notes
K-12 Soundvision, LLC 7550 E. Lockwood Circle Mesa, AZ 85207				
Kearney Electric, Inc. 3609 East Superior Avenue Phoenix, AZ 85040	✓ 7 COPIES	6/4/04	12:32 p AD	1 box
Keers Industries 5904 Florence Ave. NE Albuquerque, NM 87113				
Ketring Electric 1820 West Drake Drive Suite 105 Tempe, AZ 85283				
Kinetic Systems, Inc. ,	✓ 7 COPIES	6/4/04	12:32 p	1 box
Kinney Construction Services, Inc. 5 W. Cherry Ave Flagstaff, AZ 86001	✓ 7 COPIES	6/4/04	12:32 p AD	1 box
KINO FLOORS & INTERIORS 401 N BROAD ST GLOBE, AZ 85501				
KJBC Supply Inc. 40 W. Plata Tucson, AZ 85705				
Kowalski Construction Inc. 8836 N. 23 Ave Phoenix, AZ 85021	✓ 7 COPIES	6/4/04	11:23am LW	1 box
KSK Electric, inc. 6125 S. Ash Ave., Suite B1 Tempe, AZ 85283				
Lafferty Electric, Inc. 1209 E. Washington Street Phoenix, AZ 85034				
Liberty Pipeline Services, LLC PO Box 34 Morristown, AZ 85342				
M. Anderson Construction Corp. 4650 North Kain Avenue Tucson, AZ 85705				
Marcanti Electric, Inc. P.O. Box 3130 Globe, AR 85502-3130				

Company	Category	Date	Time	Notes
Matlick Enterprises, Inc 335 N 4th Ave Tucson, AZ 85705				
McQuay Service 2330 W. Mission Lane Ste. 15 Phoenix, AR 85021				
MD PLUMBING SOUTHWEST LLC 1225 W. Main St. Suite 101 Mesa, AZ 85201	✓ 7 (OPIE)	6/3/04	J.D. 12:35pm	1 Box
Mechanical Maintenance, Inc. 4430 North Highway Drive Tucson, AZ 85705				
MERCURY AIR CONDITIONING & HEATING 2041 SWANSON A VENUE LAKE HAVASU CITY, AZ 86403				
Meridian Electric, LLC 11340 E. Pratt Ave. Mesa, AZ 85212				
Michael L. Riddle Painting Inc. 2901 W. Fairmount Ave. Phoenix, AZ 85017				
Millennium 3 Technologies 8585 East Hartford Drive Ste 900 Scottsdale, AZ 85255				
Mintie Corporation 1434 E. University Dr. Phoenix, AZ 85034				
Naughton Plumbing Sales Company Inc. 1140 W. Prince Tucson, AZ 85705	✓ 7 COPIES	6/4/04	12:45 pm	1 box
Orta Fence Inc 5949 S Belvedere Avenue Tucson, AZ 85706				
over the hill fencing Po Box 813 meadview, AZ 86444-0813				
PDA ELECTRIC INC. 18222 N. 56TH LANE GLENDALE, AZ 85308				
Perry Heating & Cooling P.O. Box 26865 Tucson, AZ 85726				

Company	Category	Date	Time	Notes
Phoenix Fence Company P.O. Box 21183 Phoenix, AZ 85036-1183				
PIMA PAVING INC. 5180B N LA CHOLLA TUCSON, AZ 85705				
PinnacleOne 1620 W. Fountainhead Parkway Ste 200 Tempe, AZ 85282				
PITZER AIR CONDITIONING 1890 COMMANDER DRIVE LAKE HAVASU CITY, AZ 86403				
Postcraft Company 625 W Rillito Street Tucson, AZ 85705				
Progressive Roofing ,				
PUEBLO MECHANICAL AND CONTROLS, 2660 E. GANLEY RD. TUCSON, AZ 85706	✓ 7 COPIES	6/4/04	10:39am LW	1 box
Rasmussen Investments of Az. Inc. 11300 N Placita Alemeda Dorada Oro Valley, AZ 85737				
RDS Electric 6618 N. 58th Drive Glendale, AZ 85301-3906				
Record Energy Concepts, Inc. 1923 E. 18th Street Tucson, AZ 85719				
Refron, Inc. 38-18 33d Street Long Island City, NY 11101				
Republic Powdered Metals, Inc. 2628 Pearl Rd. Medina, OH 44256				
Rio Rico Builders, Inc. 513 West Verano Place Gilbert, AZ 85233				
RIO VERDE, INC. P.O. BOX 25619 TEMPE, AZ 85285-5619				

Company	Category	Date	Time	Notes
RISSLING Construction Group, Inc. PO Box 40875 Mesa, AZ 85274-0875				
RJM & Associates P.O. Box 445 Miami, AZ 85539				
Robert N. Ewing General Contractor, Inc. 4135 N. 12th Street Phoenix, AZ 85014-4933				
RoofMart International Inc. PO BO 502 Chapman, KS 67431				
Royal Centurian, Inc. 100 West Sheffield Avenue Englewood, NJ 07631-4809				
RSD 26021 Atlantic Ocean Drive Lake Forest, CA 92630				
Russell Sigler, Inc. 3451 N. 34th Ave Phoenix, AZ 85017-4421	✓ 7 COPIES	6/4/04	8:00 Am GD	1 Box
Safety Control Company 75-B W> Baseline Rd Ste.2 Gilbert, AZ 85233				
Searls Refrigeration Co. 5922 N. Black Canyon Hwy. Phoenix, AZ 85017				
Sellers & Sons, Inc. P.O. Box 10 Gila Bend, AZ 85337				
Service Force Building Maintenance, Inc. 7047 E. Greenway Pkwy. Suite 250 Scottsdale, AZ 85254				
SILVERTON CONTRACTORS, INC. 833 W. Solano Dr. Phoenix, AZ 85013				
Skyline Builders & Restoration, Inc. 21240 North 22nd Street Phoenix, AZ 85024				
Smith Woods Contracting 7661 East Gray Road Scottsdale, AZ 85260				

Company	Category	Date	Time	Notes
SONSOL Development Corp. P.O. Box 2647 Carefree, AZ 85377-2748				
Southland Filtration 338 North Ninth Avenue Phoenix, AZ 85007-2502				
Southwest Industrial, Inc PO BOX 2908 Flagstaff, AZ 86003	✓	5/28/04	11:15am LW	04D & 04E NO BIDS (ENVELOPE NOT MARKED AS RFP) 1 envelope
Southwest System Monitoring, Inc (SSMI) 7898 E. Acoma Drive, Suite 107 Scottsdale, AZ 85260				
Southwest Venture Group, LLC 8050 E. Del Mercurio Dr. Scottsdale, AZ 85258				
SPECTEC UNIVERSAL SERVICES INC. 2135 N. HORNE RD. MESA, AZ 85203				
SQP Construction and Management 1447 E McDowell Road Phoenix, AZ 85006				
SRP PO Box 52025 Phoenix, AZ 85072-2025				
Stantec Consulting Inc. 8211 South 48th Street Phoenix, AZ 85044				
Starkweather Roofing, Inc 13835 N. Tatum Blvd #9-603 Phoenix, AZ 85032-5582				
Stirling Fence Inc. 5901 Wagon Wheel Lane Lakeside, AZ 85929				
stlinco inc. po.bx. 305 Bagdad, AZ 86321				
Strathcona Electric Co., Inc 1341 "G" Avenue Douglas, AZ 85607				
Sturgeon Electric Company, Inc. P O Box 26766 Tucson, AZ 85726-6766	✓ 7 COPIES	6/4/04	12:32 p	1 box

Company	Category	Date	Time	Notes
Sullivan Sloan Enterprises, Inc. 6038 West Grandview Road Glendale, AZ 85306				
Sun State Electric of AZ Inc 1316 N Broad St Globe, AZ 85501				
Sunland Asphalt, Inc. 3600 S. 7th Ave Phoenix, AZ 85041	✓ 7 COPIES	6/4/04	LW 3:25pm	1 BOX
Target General, Inc. 3036 East Greenway Road Phoenix, AZ 85032				
Technology Coordinators, LLC 2116 W. Del Campo Circle Mesa, AZ 85202-2610				
Tenaire Inc. 913 S. Hohokam Drive Tempe, AZ 85282				
The Garland Comapny 3800 East 91st St. Cleveland, OH 44105				
THE O'MALLEY GROUP 80 West State Avenue, Suite 300 Phoenix, AZ 85021-8752				
The Sherwin-Williams Company 4759 E. Speedway Blvd. Tucson, AZ 85712				
Thomas Electrical Contractors, Inc. 4636 S. 35th Street, Suite 1 Phoenix, AZ 85040				
TLC communications, Inc. 8060 E. 22nd St. ste 112 Tucson, AZ 85710-6908				
TRANE 850 W. Southern Ave Tempe, AZ 85282				
Tucson Industrial Products, Inc 1140 W. San Lucas Circle Tucson, AZ 85704				
Turnkey Schools of America 28765 Single Oak Drive, Second Floor Temecula, CA 92590				

Company	Category	Date	Time	Notes
Vodavi Direct, INC 1800 West Broadway Road, Suite 1 Tempe, AZ 85282				
W.P. Hickman Systems Inc 30700 Solon Industrial Parkway Solon, OH 44139				
WD Carpenter & Sons 3146 S Woodruff Cir Mesa, AZ 85212				
Weatherproofing Technologies, Inc. 3735 Green Rd. Beachwood, OH 44122				
Welch's Boiler Service 6036 Isleta blvd Albuquerque, NM 87105				
Western Technologies Inc. 3737 East Broadway Road Phoenix, AZ 85040				
Wholesale Floors, Inc. 1938 East Osborn Road Phoenix, AZ 85016				
Williams Scotsman Inc 3232 S 48th St Phoenix, AZ 85040				
Wilson Electric Services Corp 1305 West 1st Street Tempe, AZ 85281	✓ 7 COPIES ??	6/4/04 4/19/04	9:08am LW 12:23pm	3 boxes 1 pkg
Woods Construction Company PO Box 22229 Mesa, AZ 85277				
York International Corporation 4836 E. McDowell Rd., Ste. 100 Phoenix, AZ 85008				
ZZZ Graybar Electric 4780 Arville St LAS VEGAS, NV 89103-5402	✓	6-2-04	JB	1 pkg/letter PERTAINS TO 04E - MANUF. LTR (ENVELOPE NOT MARKED)
ZZZ The UPS STORE #3110 1225 W Main St. Ste 101 Mesa AZ 85201	SEE MD PLUMBING	6/3/04	12:35	1 Box
ZZZ Network Infrastructure Corp.	✓ 7 COPIES	6/4/07	DP 12:32	1 Box

Company	Category	Date	Time	Notes
zzz Modular Solutions, Lorenzo Chavez	✓ 7 COPIES	6/4/04	12:32 p QP	1 box
zzz Yoqui Electric Co LLC,	✓ 7 COPIES	6/4/04	12:32 p QP	1 box
zzz, Resun Leasing	✓ 7 COPIES	6/4/04	12:32 p P	5 boxes
zzz,				
zzz,				
zzz,				
zzz,				
zzz,				

Offer and Contract Award

Place after Tab 1

RFP 04E-0813

To Mohave Educational Services Cooperative:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 74-149-3691

Company Name 3D/International, Inc.

Address 2111 E Highland, #402B City Phoenix State AZ Zip 85016

Toll Free Number _____ Fax 602-778-4446

Printed Name Ward Simpson, AIA Title Sr. Vice President

***Authorized Signature** _____ * Phone 602-778-4400

WS If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this RFP place your initials in the box. (See last page for details.)

☐ If you are unable to service New Mexico, please initial this box.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 04E-3D2-0901

Awarded this 1st day of September 2004.

The Contractor shall not commence any billable work or provide any material or service under this Contract unless and until Contractor receives a purchase order from Mohave.

Michael D. File, Superintendent
Mohave County Schools

James F. Migliorino, Executive Director
Mohave Educational Services

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE

Award Notification
Via Email

3D/International, Inc.
Ward Simpson

9/1/04

Congratulations – 3D/International, Inc. has been awarded a contract under RFP 04E-0813. Attached is a copy of the contract signature page. Important notes on this award are listed on page two.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to note your contract number on their purchase orders (along with a copy of your quote) and send them to:

Mohave Educational Services Cooperative (MESC), 625 E. Beale, Kingman, AZ 86401
Or members can fax POs to (928) 718-3232.
Or members can email POs to orders@mesc.org

We highly recommend having your staff review Mohave's **vendor handbook** to learn more about working with MESC. It is available on-line at *www.mesc.org*.

Please check all the entries on the contract record enclosed. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible.

If you have any questions regarding your new contract please call me at (928) 718-3201. We look forward to working with you and your company in the future.

Craig A. McKee, CPPB
Contracts Manager

NOTES ON YOUR AWARD:

- Mohave Educational Service Cooperative anticipates a change in organization from a School Service Agency to a State Non-profit Corporation. It is anticipated that this contract will be assigned to the State Non-profit Corporation as a successor in interest.
- Financial information included under Tab Four of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- Make sure to provide members with itemized quotes with correct UPB coefficients and city multiplier applied.
- Mohave issues Open Order Reports the first Friday of each month. Failure to provide complete status on open orders may cause your contract to be put on hold.
- All items quoted must be priced and approved by Mohave in advance. Send requests for non pre-priced items to Tom Peeler, tom@mesc.org.
- Do not provide any goods/services until you receive a purchase order from MESC.
- Your contract pricing includes Mohave's admin fee. We highly recommend you send a sample invoice to Julia Tribbett, Julia@mesc.org, so that you can confirm your invoices will conform to our new procedure, and thus avoid payment delays.
- Make sure that bond requirements are met as described on the contract record attached.
- Your assigned Mohave Procurement Specialist is John Baril, john@mesc.org.

General Terms & Condition and Standard Terms & Conditions for Construction Acceptance Form

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

We take the following exceptions to the General Terms and Conditions and/or the Standard Terms and Conditions for Construction ***(Indicate "None," if no exceptions are taken):***

We take no exceptions to the General Terms and Conditions and/or the Standard Terms and Conditions for Construction

Special Terms and Conditions
And
Scope of Work and Specifications
Acceptance Form

Place after Tab 5

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

We take the following exceptions to the Special Terms and Conditions or make the following deviations from the Scope of Work and Specifications. ***(Indicate "None," if no exceptions or deviations are taken)****:*

We note the following as deviated items within the Special Terms and Conditions.

2.4.06 Upon request from member, and if included in the awarded contract, contractor shall provide maintenance services related to the job order.

3D/I is not a maintenance or operations company and these services are usually best performed by other companies focused on that marketplace. If you prefer, we will assist your customer in finding the appropriate service provider to serve their needs and that service may or may not be within the JOC contract.

1.0 Special Terms and Conditions (cont'd)

1.21 Warranty shall continue for a period of one (1) year from date of final acceptance of the work. If member takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date member takes possession.

1.22 Contractor shall remedy at contractor's expense any failure to conform or any defect. In addition, contractor shall remedy at contractor's expense any damage to member-owned or controlled real or personal property, when that damage is the result of contractor's failure to conform to contract requirements or any defect in equipment, material, workmanship, or design furnished. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

1.23 If contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, member shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at contractor's expense.

1.24 No specific job order under this contract shall exceed $750,000, or the amount set by applicable law at the time of the job order. A definition of job order is not found in the law. For this contract, a job order is defined as, "A project that is constructed at a single location, at a common location or for a common purpose."

1.25 While retention is not required for job-order-contracting construction services, buying member may elect to require retention on job order construction provided under this contract. If member elects to require retention, the following shall apply:

(a) Retention shall be five per cent of each payment.
(b) Retention applicable to each job order shall be released within sixty days after final completion of the job order and acceptance of the work under the job order.
(c) No retention on the job order may be released until that time.
(d) The retention percentage shall not be increased.
(e) Retention shall not be withheld on amounts paid for design, preconstruction, finance, maintenance, or any other related services included in the job order.

2.0 Scope of work and specifications

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form. (page 32) Place pages 26-31 after tab 5.

	Requirement	Comply	Deviate*
2.1	**General**		
2.1.01	Contractor performing the work shall be properly licensed to perform that work.	✓	
2.1.02	Contractor shall provide all labor, materials, equipment, and services required to complete each project according to the schedule developed with member representative. All required bonds will be provided to member prior to starting the work.	✓	
2.1.03	All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contractor shall make himself and his personnel aware of such instructions.	✓	
2.1.04	If contractor prepares drawings, member representative shall approve them prior to starting any work.	✓	
2.1.05	Contractor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	✓	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 32). List the specification number for each deviation.**

2.0 Scope of work and minimum specifications (cont'd)

	Requirement	Comply	Deviate*
2.1	**General (cont'd)**		
2.1.06	Contractor's work responsibility shall include all contractor planning, programming, administration, & management necessary to provide all construction & related services as specified. Contractor shall perform the work in strict accordance with the contract and all applicable federal, state and local laws, regulations, codes, or directives.	✓	
2.1.07	Contractor shall ensure all work meets, or exceeds, critical reliability rates or tolerances specified or included in applicable documents.	✓	
2.1.08	Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within individual job orders.	✓	
2.1.09	Member shall make all reasonably required amounts of utilities available to contractor from existing outlets and supplies, at no additional cost to contractor.	✓	
2.1.10	Where existing utilities are not available at the project site, contractor, at its expense and in a workmanlike manner, shall install & maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by member, contractor shall remove all temporary connections, distribution lines, meters, etc.	✓	
2.1.11	Contractor shall conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies shall be corrected prior to final inspection.	✓	
2.1.12	A request for final inspection shall normally be requested one day before the desired date or as otherwise negotiated with member representative. Member representative, or designee, will perform final inspection with contractor. Any discrepancies will be noted and corrected within the time specified by member representative prior to payment.	✓	
2.1.13	Prior to performance of final inspection, contractor shall submit and have member representative approve all submittals, as-built drawings and manuals.	✓	
2.1.14	During progress of the job, contractor shall keep a careful record at jobsite of all changes and corrections from the layouts shown in the drawings. Contractor shall promptly enter all such changes and corrections on contract or record drawings. Each sheet of the corrected set shall be stamped with "Record Drawings As-Built," or a similar notation.	✓	
2.1.15	In addition to all changes and corrections, record drawings shall include the actual location of all sub-surface utility lines.	✓	
2.1.16	Contractor shall provide reproducible, professional drafting quality drawings with final record drawings when member furnishes reproducible design drawings or contractor develops detailed working drawings. The drawings shall be provided in accordance with industry standards.	✓	
2.1.17	Contractor's personnel may be permitted to use toilet facilities on the premises subject to approval from member representative. In the event none are available, contractor shall, at his expense, provide portable facilities, as required.	✓	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 32). List the specification number for each deviation.**

Job Order Contracting (cont'd)

2.0 Scope of work and minimum specifications (cont'd)

	Requirement	Comply	Deviate*
2.1	**General (cont'd)**		
2.1.18	The area where work is to be performed may be occupied by member during construction period. Contractor shall have access to that portion of the area within which work is to be performed. Movement of contractor personnel, equipment, materials, and tools shall be confined to that area so as not to interfere with ongoing operations in the work area.	✓	
2.1.19	Contractor shall not build upon or conceal defective work.	✓	
2.1.20	Materials classified by member representative as salvageable shall remain property of member and shall be delivered as designated by member representative.	✓	
2.1.21	Materials not classified as salvageable or repairable by member representative shall be disposed of in accordance with applicable federal, state and local rules, regulations, statutes, and ordnances.	✓	
2.1.22	Contractor shall immediately notify member representative if asbestos is identified in the work area. Member representative will provide further instructions to contractor.	✓	
2.1.23	Prior to final acceptance and payment, contractor shall submit manufacturers' original operation and maintenance manuals to member representative for all applicable equipment and materials. Contractor shall conduct a training session to brief member personnel on operation and maintenance procedures of such equipment and materials.	✓	
2.1.24	Contractor shall ensure all work areas that may pose a hazard to building occupants are adequately identified and secured at all times.	✓	
2.1.25	Equipment and materials must be produced by manufacturers and fabricators regularly engaged in manufacture of similar items and with a history of successful production acceptable to member.	✓	
2.1.26	All materials furnished under the contract shall be new, of the latest design, of good quality, free from defects, and in compliance with the specifications and scope of work.	✓	
2.1.27	All materials and equipment furnished under the contract must be of brands and models acceptable to member.	✓	
2.2	**Pricing**		
2.2.01	Contract pricing will be based upon a coefficient to be applied to an approved Unit Price Book (UPB).	✓	
2.2.02	The UPB shall be the current edition of RS MEANS Facilities Construction Cost Data.	✓	
2.2.03	Use of current editions of RS MEANS Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data.	✓	
2.2.04	The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.	✓	
2.2.05	The total value of applicable line items and quantities will be multiplied by the appropriate City Cost Index and the specified coefficient to determine the lump sum cost of each job order.	✓	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 32). List the specification number for each deviation.**

Job Order Contracting (cont'd)

2.0 Scope of work and minimum specifications (cont'd)

	Requirement	Comply	Deviate*
2.2	**Pricing (cont'd)**		
2.2.06	Contractor shall provide member with an itemized project cost prior to starting any job order. Project cost shall include: UPB Name / UPB Date / Date of Quote Line Number / Item Number / Item Description Number of Units / Unit Price / Total Line Cost Line Items Sub Total / Coefficient Amount / Grand Total	✓	
2.2.07	Items that cannot be found in the UPB or other approved RS MEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contain an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation will be included in the line item cost sheet.	✓	
2.2.08	If like items cannot be found in the UPB, contractor will obtain three written quotes for a non pre-priced item and submit the quotes to Mohave. Mohave will determine the most appropriate quote to use for adding the item to the UPB.	✓	
2.2.09	Upon approval from Mohave, the non pre-priced item will become part of the UPB and available for any job order. Contractor shall not provide a new item unless and until Mohave approves it.	✓	
2.2.10	A coefficient to be applied to the cost of non pre-priced items will be provided.	✓	
2.2.11	Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member representative.	✓	
2.2.12	Coefficients shall be extended no more than two decimal places.	✓	
2.2.13	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to the direct cost of doing the work; labor; overhead; general & administrative; profit; project office expenses; mobilization and close-out costs; insurance; compliance with environmental and other applicable laws; protective clothing and equipment; traffic and work site barriers; computer systems and software; vehicles, maintenance and fuel; and all contingencies connected to performing the work. ***No additional payment will be allowed for these items.***	✓	
2.2.14	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.	✓	
2.2.15	UPB Division 1 sections before 01530, Temporary Construction, are excluded from the contract, except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual & unforeseen circumstances.	✓	
2.2.16	The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01250-400-0500 through 1750 01450-500-0010 through 8000 01510-800-0010 through 0700	✓	
2.2.17	Labor, equipment and material prices will be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.	✓	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 32). List the specification number for each deviation.**

Job Order Contracting (cont'd)

2.0 Scope of work and minimum specifications (cont'd)

	Requirement	Comply	Deviate*
2.2	**Pricing (cont'd)**		
2.2.18	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.	✓	
2.3	**Specifications for the Work**		
2.3.01	Specifications for the work are attached (Attachment 1). All work shall be performed in accordance with the attached specifications.	✓	
2.3.02	Contractor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards.	✓	
2.3.03	Contractor shall obtain approval from member representative prior to using any alternate specification for any work to be performed under the contract.	✓	
2.3.04	Prior to starting any work, contractor shall notify member representative of any specification that is in conflict with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance.	✓	
2.3.05	When any aspect of a project is not covered by a specification, building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in America.	✓	
2.3.06	No products that contain asbestos fibers will be used.	✓	
2.3.07	Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state and federal laws for the handling and disposal of asbestos.	✓	
2.3.08	Where practicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevation. Contractor will not make adjustments to or alter in any manner member's existing facilities without prior approval from member representative.	✓	
2.3.09	Upon completion of the work, worksite must be clean and free from debris.	✓	
2.4	**Services**		
2.4.01	Upon request from member, contractor shall obtain the permits required for a job order. Member shall reimburse contractor for actual cost of such permits. No amount for overhead and profit will be allowed.	✓	
2.4.02	Upon request from member, and if included in the awarded contract, contractor shall provide design services related to the job order.	✓	
2.4.03	Design services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.	✓	
2.4.04	Upon request from member, and if included in the awarded contract, contractor shall provide engineering services related to the job order.	✓	
2.4.05	Engineering services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.	✓	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 32). List the specification number for each deviation.**

2.0 Scope of work and minimum specifications (cont'd)

	Requirement	Comply	Deviate*
2.4	**Services (cont'd)**		
2.4.06	Upon request from member, and if included in the awarded contract, contractor shall provide maintenance services related to the job order.		✓
2.4.07	Maintenance services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.	✓	
2.4.08	There shall be no charge for repair services prior to expiration of the warranty period.	✓	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 32). List the specification number for each deviation.**

Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Do you collect Arizona sales tax? Yes _X_ No____ N/A.

   If yes, at what rate? Tax rate is ____ % or _X_ rate varies by ZIP code of ship-to address

   Arizona Transaction Privilege (Sales) Tax License Number 07-594528-X

2. For products on your price list, is shipping/handling included in the price? Yes _X_ No _____

   If No, estimate S/H on purchases _____

3. Mohave is established by the authority granted to schools to offer a service program "which can be accomplished more efficiently and economically as a multidistrict or multicounty operation."

   Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 700 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   Yes _X_ *No* ___

   If No, what efficiencies and economies would members receive from a contract based on your proposal?

   _____

   _____

   _____

4. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number
Commercial General Contractors	B-01	145813
General Engineering	A	167500
Commercial Residential Contractor	B	198465

5. Describe your return policy? What is your restock fee, if any? (Restock fee must not exceed 15%)

   Not applicable for this service

   Describe any exclusions or limitations applicable to your return policy. Not applicable for this service

6. Where should Mohave mail purchase orders?

   Attention of Ron Ecker

   UPS Address 2111 E Highland, Suite 402B Mailing Address 2111 E Highland, Suite 402B

   City Phoenix State AZ ZIP 85016

   Telephone (to verify prices) 602-778-4400 Fax 602-778-4444

   Do you prefer that Mohave mail, fax or email (pdf format) your purchase orders?

   Mail _____ Fax _____ Email _X_ Email Address ecker@3di.com

   Note: Mohave prefers to issue purchase orders by email in order to expedite order placement.

Place after Tab 7

7. Where do you want payments sent?

Attention of Mary Bonsack

UPS Address 2111 E Highland, Suite 402B Mailing Address 2111 E Highland, Suite 402B

City Phoenix State AZ ZIP 85016

Telephone (invoice questions) 602-778-4400 FAX 602-778-4444

If you want Mohave to send payments by a private, NEXT DAY, carrier, please identify the carrier and your account number: _____

Name of contact in accounting Mary Bonsack email address bonsack@3di.com

8. Additional contacts for Mohave.

Name of Arizona Representative Ron Ecker

Title Program Manager

Phone number 602-778-4493 Fax 602-778-4444

Email address ecker@3di.com

Name of contact for RFP/contract Ron Ecker

Title Program Manager

Phone number 602-778-4493 Fax 602-778-4444

Email address ecker@3di.com

9. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone
Phil Vilardi	Arizona	602-778-4483
Jim Hook, Jr.	Arizona	602-778-4488
Winton Smith	New Mexico	505-830-3180

10. Indicate if your offer is regional or statewide. Regional _____ Statewide X

If regional, indicate the regions in Arizona you will service. _____

11. Will you offer a quick pay discount if payment is made within 20 or 30 days? Yes _____ No X

If Yes, what is the discount for 20 days? No 30 days? No

12. What is your general website (Internet) address? www.3di.com

13. If awarded a contract, will you host your Mohave pricing on your website? Yes ____ No X

If awarded a contract, will you provide your pricing in Excel format? Yes ____ No X

Indicate formats other than Excel you can use to provide electronic pricing.

Timberline

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm

Do you provide warranty and maintenance for the items in the proposal? Yes [X] No [X] If no, how do members obtain warranty and maintenance service?

Yes, we provide warranty as a general contractor for these projects.

No, maintenance is the responsibility of the client.

Provide the name and address of the facility that will provide warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Does not apply to this service

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

Does not apply to this service

If the number above is not a toll-free number, will you accept collect calls at that number? Yes [X] No [ ]

Do you provide technical help via phone? Yes [ ] No [X] If yes, provide a phone number and contact.

Does not apply to this service

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

Does not apply to this service

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

Does not apply to this service

Describe the steps a member should take to activate a warranty, if any. The client should contact the project manager for the project or the program manager. We provide a list of subcontractor's and manufacturer's contact information for subsequent follow-up.

Do you offer extended warranty or maintenance service plans? Yes [ ] No [X] If yes, provide a summary of the plans here and place any sample forms after Tab 8. Does not apply to this service

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

Appendix D: Manufacturer's Representative Information, References & Business Ownership

Place after Tab 7

Manufacturer's Representative Information

Check all that apply

_____ Offeror is authorized to submit a proposal for the specified equipment and can provide the equipment if awarded a contract.

_____ Offeror is a bona fide dealer for the equipment in the proposal.

_____ Offeror is the manufacturer of the equipment in the proposal.

References

List five (5) references (Arizona School District references preferred), including contact persons and phone numbers. (Please print or type)

	School District	Name of Contact	Phone Number
1.	Peoria Unified School District	Steve Highlen	(623) 486-6006
2.	Superior Unified School District	John Tameron	(520) 827-0080
3.	Tucson Unified School District	Jose Riojas	(520) 225-4883
4.	Window Rock Unified District	Vernon Thompson	(928) 729-6737
5.	Flagstaff Unified School District	Sheldon Cieslak	(928) 773-4190

Business Ownership: Gender/Ethnic Group

(Used for reporting. Not a factor in contract award.)

Please indicate your firm's ownership by checking the appropriate category(ies) below. To qualify for ownership in a single group, at least 51% of the firm's ownership must be held by a person or persons of the select group. ***If total combined minority ownership (woman/ethnic or multi-ethnic) is at least 51%, please check the appropriate groups and indicate the percent of ownership for each.*** Proof of ownership is evidenced by the sales tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Article of Incorporation, Corporate By-laws **and** stock certificates for corporations.

1. Woman owned 1.02 %
2. Anglo owned 94.02 %
3. Hispanic owned 2.46 %
4. African American owned 1.5 %
5. Native American owned 0 %
6. Asian owned 1.0 %
7. N/A (government, nonprofit, etc.) 0

THE HARTFORD
FIDELITY & BONDING

id Bond
Surety Department

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That we, **3D/INTERNATIONAL, INC.** as Principal, hereinafter called the Principal, and the **Hartford Fire Insurance Company,** a corporation created and existing under the laws of the State of **Connecticut**, whose principal office is in **Hartford**, as Surety, hereinafter called the Surety, are held and firmly bound unto

MOHAVE EDUCATIONAL SERVICES COOPERATIVE

as Obligee, hereinafter called the Obligee, in the sum of **Thirty Two Thousand Seven Hundred and no/100** ----Dollars ($**32,700.00**), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

JOB ORDER CONTRACTING

THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **6th** day of **August** A.D. **2004**

3D/INTERNATIONAL, INC.
(Principal) (SEAL)

Attest Tammy K Schoot

By Sr. V.P.
(Title)

Hartford Fire Insurance Company
(SEAL)

Attest Kristy Knapp
Kristy Knapp / Witness

By
Kristi Lovett, Attorney-In-Fact (Title)

RFP 04E-0813
Job Order Contracting
Award Recommendation
8/27/04
JTP

Recommended for award

3D/International, Inc.
Centennial Contractors Enterprises, Inc.

The recommended vendors submitted the highest scoring proposals using the criteria in the solicitation and the required soring methodology. Both vendors were determined to be responsible. Pricing was determined to be fair and reasonable for the construction and professional services offered.

The solicitation authorized a multiple award. The committee determined that the recommended dual award constituted the least number of suppliers required to meet the members' needs. Use of Mohave's JOC contracts is growing each year. Currently 2 general contractors perform 84% of the work. It was determined that reducing JOC to a single contractor would not provide timely construction services to the members. It was also determined that the recommended vendors have the ability to satisfactorily respond to the growing use of JOC.

	Division	MD	TP	CM	MP	FW	Avg
Centennial Contractors	General	119.00	119.00	116.50	115.00	120.00	117.90
3D/I	General	105.00	113.75	111.50	105.00	118.00	110.65
Kinetic Systems	Div. 15	104.70	104.70	96.70	97.70	107.70	102.30
American Conditioned Air	Div. 15	103.00	98.00	97.00	98.00	115.00	102.20
Russell AC	Div. 15	96.70	96.70	91.20	93.70	102.70	96.20
Corbins Electric	Div. 16	99.00	102.00	95.50	104.00	110.00	102.10
American Conditioned Air	Div. 16	100.75	95.75	94.25	95.75	102.75	97.85

Not recommended for award

Adaptive CM, LLC: This vendor's bid bond was less than the specified amount. The proposal was rejected in accordance with statute and the procurement rules.

American Conditioned Air: This vendor's proposal scored lower than the recommended vendors. There were no apparent price or performance requirements to substantiate award of the lower scoring proposal for a specialty contract.

Corbin's Electric: This vendor's proposal scored lower than the recommended vendors. There were no apparent price or performance requirements to substantiate award of the lower scoring proposal for a specialty contract.

Electrical Excellence, Inc.: This vendor's bid bond was less than the specified amount. The proposal was rejected in accordance with statute and the procurement rules.

Kintic Systems: This vendor's proposal scored lower than the recommended vendors. There were no apparent price or performance requirements to substantiate award of the lower scoring proposal for a specialty contract.

Russell AC: This vendor's proposal scored lower than the recommended vendors. There were no apparent price or performance requirements to substantiate award of the lower scoring proposal for a specialty contract.

625 E. BEALE STREET * KINGMAN, AZ 86401 * (928) 753-6945 * (928) 718-3232 FAX

RFP 04E-0813 Job Order Contracting
Pricing Summary

	3D/I	CENT	Am Cond Air	Corbins	Kinetics	Russell
Prepriced Coefficient(s)						
Regular Hours	.99-.93	0.83	0.93	.81-97	0.95	0.95
After Hours	.97-1.03	0.90	0.98-1.33	.9-1.44	0.99-1.5	1.00
Non-Prepriced Coefficient(s)						
Regular Hours	1.3	1.37	1.86	*	0.95	0.95
After hours	1.37	1.37	1.9-2.16	*	0.99-1.5	0.98
Professional Services						
Design					$120.00	$95.00
Engineering					$137.00	$100.00
Architect	$95.00	$100.89	$91.00	**		
Civil Engineer	$105.00	$100.89		**		
Electrical Engineer	$105.00	$113.82	$109.00	**		
Mechanical	$105.00	$103.47		**		
Structural	$105.00	-		**		
CAD	$75.00	$60.79		**		
Estimating	$95.00	-		**		
Bonds	1%	.765%	2.75% to 1.725%	1.15% to .85%	1.495% to 1.04%	1.3%
Travel	State	None	State	State	State	State
Mobilization	Varies*	Means	None	None	***	7,000
Maint/repair					Means	

* Get 3 quotes, add in labor, apply regular Coefficient
** Negotiate upon request from Mohave
*** Charge mobilization If trailer req'd

Rev. 8/27/04

Subject: Re: RFP 04E (JOC) Award Recommendation
Date: Friday, August 27, 2004 1:19 PM
From: Jim Migliorino <jim@mesc.org>
To: Tom Peeler <tom@mesc.org>

On 8/27/04 9:43 AM, "Tom Peeler" <tom@mesc.org> wrote:

> The recommendation is attached. I also attached the spreadsheet with the
> pricing summary. Let us know if you have any questions.
I concur with the recommendations.

MESC Solicitation Opening

Solicitation Number: 04E-0813

Opening Date: 8/13/04 Opening time: 4:35pm

Witnesses: We, the undersigned, witnessed the opening of the above dated sealed solicitation.

Printed name	Signature
Mark DiBias	
Tom Peeler	
John Baril	

Attached are receiving records for the solicitation shown above. The records include time and date the response was received. MESC may not keep packing material.

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE
www.mesc.org
Serving Arizona Schools Since 1971
▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

Solicitation Sign In Sheet

Job Order Contracting

Company	Category	Date	Time	Notes
3D/International 2111 E. Highland Ave., Suite 402B Phoenix, AZ 85016	✓	8/11/04	JB 12:20pm	1 box
ADAPTIVE CM 120 N 44TH ST. SUITE 400 PHOENIX, AZ 85034	✓	8/13/04	LW 2:57pm	1 box 1 envelope
American Conditioned Air Inc 107 W Blacklidge Dr Tucson, AZ 85705	✓	8-13-04	JB 08:51AM	3 boxes
Centennial Contractors Enterprises, Inc. 1616 E Indian School Road, Suite 102 Phoenix, AZ 85020	✓	8.13.04	DF 12:49	1 box
Corbins Electric 102 S. 28th Street Phoenix, AZ 85036	✓	8/12/04	LW 2:09pm	1 box
ELECTRICAL EXCELLENCE 2660 E. GANLEY RD. TUCSON, AZ 85706	✓	8-13-04	JB 08:45AM	2 boxes
Kinetic Systems, Inc. ,	✓	8/13/04	LW 1:21 pm	1 box
Russell A.C. Inc. ,	✓	8/13/04	LW 11:36am	2 packages

04E-0813 DUE: Friday, August 13, 2004, 4:30 pm