

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STABILIZER SOLUTIONS, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Stabilizer Solutions, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On November 29, 2022, Deer Valley Unified School District, a member of the 1 Government Procurement Alliance (1GPA), entered into a contract with Contractor to purchase the goods and services described in Grounds and Irrigation Products and Services Contract #23-10DV-05 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was November 29, 2022, until the date the contract terminates on November 29, 2024, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond November 29, 2027. The initial period of this Agreement is the period from the Effective Date of this Agreement until November 29, 2024.
- B. The City may extend the term of this Agreement for three (3) additional years if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred seventy five thousand dollars (\$175,000) for the entire term of the Agreement (initial term plus any extensions).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
 c/o Sam Chiovari, Parks Superintendent
 6210 W. Myrtle Ave, Bldg B.
 Glendale, AZ 85301

and

Stabilizer Solutions, Inc.
 Clayton Hubbs, Director
 33 S. 28th Street
 Phoenix, AZ 85034
 clay.hubbs@stabilizersolutions.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.


“City”

City of Glendale, an Arizona
 municipal corporation

By: _____
 Kevin R. Phelps
 City Manager

“Contractor”

Stabilizer Solutions, Inc.,
 an Arizona corporation

By: 
 Name: Clayton Hubbs
 Title: Director

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STABILIZER SOLUTIONS, INC.**

**EXHIBIT A
AWARD LETTER**

**CONTRACT # 23-10DV-05, FOR GROUNDS AND IRRIGATION PRODUCTS AND
SERVICES THROUGH 1 GOVERNMENT PROCUREMENT ALLIANCE (1GPA),
A NATIONAL PURCHASING COOPERATIVE**

CONTRACT EXTENSION LETTER

EXHIBIT A



November 30, 2022

Stabilizer Solutions, Inc.
33 S 28th St
Phoenix, AZ 85034
info@stabilizersolutions.com

Attn: Clayton Hubbs

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on your firm's proposal submitted to 1GPA in response to Competitive Sealed Proposal # 23-10DV for Grounds and Irrigation Products and Services:

Commodity/Contract Title:	<i>Grounds and Irrigation Products and Services</i>
Contractor/Vendor:	<i>Stabilizer Solutions, Inc.</i>
Contract Number:	23-10DV-05

The contract is effective November 29, 2022 and will expire on November 29, 2023. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

Stabilizer Solutions, Inc. has been awarded a National Contract with 1GPA and may be utilized anywhere in the United States, however, this is a multiple award and the Lead Agency may or may not utilize your firm's products/services.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office via email at cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)



1GPA

Procurement

Christy Knorr, Vice President
1910 W Washington St, Phoenix, AZ 85009

PROPOSAL DOCUMENT REPORT

GEN No. 23-10DV

Grounds and Irrigation Products and Services

RESPONSE DEADLINE: October 18, 2022 at 2:00 pm

Report Generated: Thursday, November 17, 2022

Stabilizer Solutions, Inc. Proposal

CONTACT INFORMATION

Company:

Stabilizer Solutions, Inc.

Email:

info@stabilizersolutions.com

Contact:

CLAYTON HUBBS

Address:

33 S 28TH ST
PHOENIX, AZ 85034

Phone:

(602) 225-5900

Website:

www.stabilizersolutions.com

Submission Date:

Oct 18, 2022 11:51 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements.

Yes

2. General Information

PROPOSAL INQUIRIES*

Please provide the name, title, phone number, and email address for the person 1GPA may contact for questions regarding your firm's response to this solicitation.

Clayton Hubbs, Director, 602-225-5900 clay.hubbs@stabilizersolutions.com or info@stabilizersolutions.com

CONTRACT ADMINISTRATION REQUIREMENTS*

Do you understand the Cooperative Purchasing Program and will you comply will the contract administration requirements of 1GPA, including reporting and payments?

Yes

ADMINISTRATION FEE*

Confirm your firm's understanding that 1GPA's 1% administration fee shall be included in the net price and shall not be added to approved contract prices if awarded.

Yes

LOCATIONS*

Upload a list of your firm's offices, satellite offices, warehouses and/or storefront locations.

Stabilizer_Solutions.docx

LICENSES AND CERTIFICATIONS (IF APPLICABLE)

Please upload copies of your firm's current licenses and certifications.

No response submitted

3. Cost

COST FORM 1 - MANUFACTURER'S DISCOUNTS*

Please download the below document, complete, and upload as an Excel spreadsheet. Leave line blank if not applicable.

- [Cost Form 23-10DV 1-Mfg Dis...](#)

Copy_of_Cost_Form_23-10DV_1-Mfg_Discount_(2).xlsx

COST FORM 2 - MARKET BASKET *

Please download the below document, complete, and upload as an Excel spreadsheet. Leave line blank if not applicable.

- [Cost Form 23-10DV 2-Market ...](#)

Cost_Form_23-10DV_2-Market_Basket.xlsx

COST FORM 3 - LABOR & SERVICE RATES*

Please download the below document, complete, and upload as an Excel spreadsheet. Leave line blank if not applicable.

- [Cost Form 23-10DV 3-Labor &...](#)

copyCost_Form_23-10DV_4-Regional_Pricing.xlsx

COST FORM 4 - REGIONAL PRICING *

Please download the below document, complete, and upload as an Excel spreadsheet.

- [Cost Form 23-10DV 4-Regiona...](#)

Cost_Form_23-10DV_4-Regional_Pricing.xlsx

COST - MANUFACTURER'S PRICE LISTS AND SUPPLEMENTAL INFORMATION

Upload any other pricing information such as manufacturers' price lists, fixed price lists, catalogs, etc. Multiple uploads are acceptable.

Stabilizer_Solutions_Playing_Surfaces_Brochure_(1).pdf

4. Worksheets and Forms

The documents below will be used to assess the products and services offered, the experience/expertise of the firm and key personnel and the overall responsiveness of the proposal.

REQUIRED WORKSHEETS*

Please download the below document regarding the products and services offered by your firm as well as your experience and expertise. Complete and upload as one (1) PDF document.

- [23-10DV RFP Worksheets.pdf](#)

23-10DV_RFP_Worksheets.pdf

REQUIRED FORMS*

Please download the below document containing the required forms, complete, and upload as one (1) PDF document.

- [23-10DV Forms.pdf](#)

scan23-10DV_Forms.pdf

Stabilizer Solutions, Inc.

Office and Warehouse located at

33 S. 28th Street

Phoenix, AZ 85034

Products sold nationally through a distributor network.



STABILIZER

Playing Surfaces Guide

“ results were instant ”



“ A Stabilizer Solutions product was added to the surface...Results were instant. A snow storm dumped 5 inches, which was followed by an inch of rain on the morning of the first outdoor practice. The field was playable by that afternoon and allowed the team to practice while other surrounding fields were saturated and unsafe. ”

—Steve Peeler, Former Professional Groundskeeper via SportsTurf Magazine



MORE PLAY GUARANTEED

STABILIZER PLAYING SURFACES

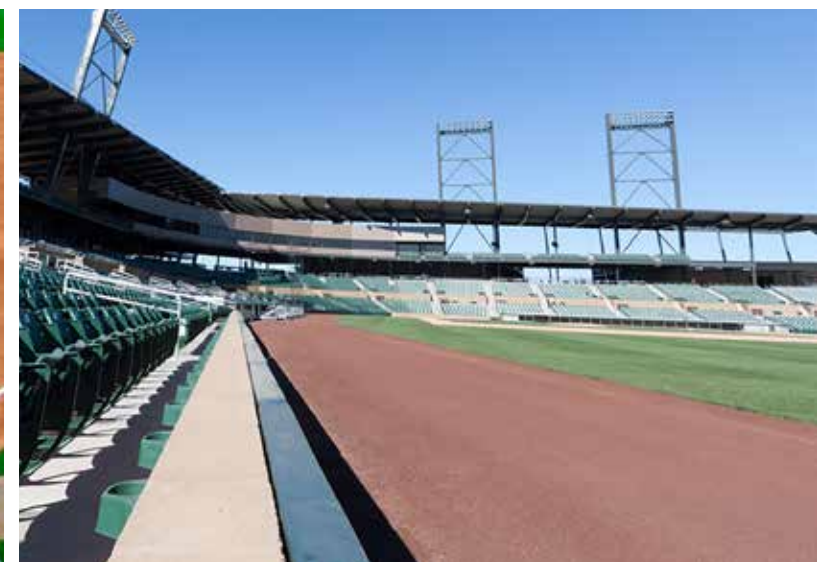
Your key to unlocking more play is stabilizing the relationship between soil particles and water. For baseball, softball and sports turf, *Play Saving Technologies* breathe athletic ability into natural soils, clays and aggregates.

MASSACHUSETTS INSTITUTE OF TECHNOLOGY (MIT) SOIL MOISTURE RESEARCH

In the 80's Stabilizer Solutions conducted research with MIT. The key breakthrough: no matter the structural composition of a surface the mechanical properties will change across moisture contents. For peak performance the athlete requires soil moisture content between 4-12% or a damp soil consistency.

PLAY SAVING TECHNOLOGIES

- WATER BINDING 04
- WATERLESS 06
- DUSTLESS 07
- TURF REINFORCING 10



WATER BINDING

LOCATION: Peoria Sports Complex, Peoria, AZ

SURFACE: Stabilizer Ballyard Brown Infield

PHOTO: Courtesy City of Peoria



Process for amending an infield with Stabilizer: (clockwise) Spread at recommended rate. Till into the infield. Level infield and water to full depth.



THE ORIGINAL NATURAL BINDER

Stabilizer binds water and soil particles. It establishes stability in your field during rain and releases moisture into the soil when dry. Born from organic plant materials this powder is the only patented natural soil binder.

HOW DOES IT WORK?

INTEGRATION: Blends into pore space of soil aggregate

ABSORPTION: Absorbs 15 X its weight in water

COHESION: Forms a cohesive gel that binds soil particles and water

BALANCE: Maintains damp soil consistency in wet conditions, releases water in dry

STABILITY: All of this equals a more stable and playable surface



STABILIZED INFIELDS AND WARNING TRACKS

Trust in every ton. Correctly construct your new infield or warning track from the ground up with nationally recognized surfaces. Locally engineered aggregate soils fortified with pure clay for ideal Sand/Silt/Clay ratios and Stabilizer in a complete, reliable package.

STABILIZED: Complete mixes enhanced with Stabilizer for increased play

ENGINEERED / ADDED CLAY: Sand, Silt, Clay proportions support players' load bearing and shear strength needs

MECHANICALLY BLENDED: Every ton provides a consistent and trustworthy footing

EYE CATCHING COLORS: Various color options to subtly compliment or boldly contrast any field



The addition of 1% Stabilizer preserved the soil characteristics to significantly higher moisture content...Stabilizer ties up the water very effectively producing a damp soil consistency.



Pro Red INF



Ballyard Brown INF

Stabilizer Gold INF



Apache WT



Sedona WT

Baja WT



Patomino WT

WATERLESS



“

If you remember the old field it had a lot of dust, especially when the conditions were dry, but with Hilltopper there's no dust at all. Any water will repel off it so it's easier to get to game conditions...If you got a good rain how long would it take to get the field ready to play? Probably a half-hour to 45 minutes. ”

—Guy Smith, Senior Groundskeeper Central Michigan University via The Morning Sun News

THE NUMBERS ARE COMPELLING

Arizona Diamondbacks' Grant Trenbeath calculated Hilltopper Warning Track saved 500 man hours a year. Water calculations show him saving 200,000 gallons annually.



HILLTOPPER WATERLESS PLAYING SURFACES



MORE PLAY GUARANTEED

Hilltopper totally removes water from the equation. These patented polymer coated soils eliminate down time from weather. Your playing surface no longer needs daily watering.

WATERLESS: Replaces natural cohesion from moisture

DROUGHT PROOF: No more dust complaints

WEATHERPROOF: Rain resistant

FREEZE PROOF: No down time from thaw out

RICH WET COLOR: No daily maintenance watering

STATE-OF-THE-ART HILLTOPPER INFIELD MIX / SAVES 500 MAN HOURS A YEAR / NO WATER CONSUMPTION ON 100+ MOUNDS / PATENTED POLYMER TECH / CUTS \$3000 IN DUST RELATED CLEANING / REDUCED DAILY LABOR BY 2 HOURS / 200,000 GALLONS ANNUAL SAVINGS / PRETTY MUCH WE'RE GUARANTEED TO GET GAMES IN

ELIMINATE DUST ON EXISTING FIELDS

HILLTOPPER LIQUID CONDITIONER

Sprayable polymer liquid coats and wets soil particles. Mechanically similar to water, skin infields and soil/aggregate warning tracks become reworkable and dustless playing surfaces.

PENETRATES SOIL: Coats soil particles like water

REMAINS IN SOIL: Creates long term wetting action

WORKABLE SURFACE: Allows water to penetrate

INNOVATIVE POLYMER: Does not evaporate, freeze or leach

DUSTLESS



HILLTOPPER LIQUID CONDITIONER

HILLTOPPER INSTALLATIONS

UNIVERSITY OF NOTRE DAME
 UNIVERSITY OF MICHIGAN
 UNIVERSITY OF WISCONSIN
 UNIVERSITY OF IOWA
 IOWA STATE UNIVERSITY
 NORTHWESTERN UNIVERSITY
 UNIVERSITY OF ILLINOIS
 CAL STATE FULLERTON

UNIVERSITY OF PENN
 HARVARD UNIVERSITY
 UNIVERSITY OF LOUISVILLE
 MARSHALL UNIVERSITY
 CASE WESTERN UNIVERSITY
 ASA HALL OF FAME OKLAHOMA
 ANGEL STADIUM

CHASE FIELD
 YANKEE STADIUM
 MARLINS PARK
 MINUTE MAID PARK
 DIABLO SPORTS COMPLEX
 SALT RIVER FIELDS
 SLOAN PARK



MOUND CLAYS AND CONDITIONERS



HILLTOPPER MOUND CLAY WATERLESS

No more daily watering on your mound and homeplate. Hilltopper patented polymer replaces moisture content. Use clay right out of the bag thanks to a proprietary screening process. Always be ready for the elements with waterless technology. Hilltopper is the only polymer coated mound clay.



BALLYARD CLAY WATER BINDING

Not your typical clay dug out of the ground. This manufactured blend of clay and interlocking soil particles is stabilized against moisture. Ballyard Clay is ready to pack right out of the bag. Processed with water, screened and packaged all at a great price.



HILLTOPPER CONDITIONER WATERLESS

Put on the finishing touch without the dust. This free-flowing, topdressing material is polymer coated. It provides a dustless and draggable sliding surface for either waterless or non-waterless infields, warning tracks and mounds. Its rich color sets off any field.



CALCINED CLAY WATER ABSORBING

Remove puddles in a hurry. Calcined Clay is widely used for surface water absorption. It doubles as a freeflowing topdressing material and sliding surface on nonwaterless fields only. National calcined clay brands are available.



TURF REINFORCING

LOCATION: University of Phoenix Stadium, Glendale, AZ
SURFACE: StaLok Reinforced Bermuda



“

Roof construction on the stadium limited Cloete's team to a very short time frame for the field installation. Cloete says he relied heavily on new technology emerging from the US and Australia, the StaLok Instant Play system, most notably used at the University of Phoenix Stadium, home of the Arizona Cardinals.

-On the installation of World Cup turf via Sportsturf Magazine

”

EARTH AND TURF: REINFORCED NATURAL SPORTS TURF

STALOK FIBER

Flexible polypropylene fibers that mimic grass roots in size and flexibility. Fibers work with grass roots to spread a point load from player activity across a larger area in the rootzone. StaLok provides three dimensional strength and stability to sand and soil.

TRAFFIC RESISTANCE

Test results show that the inclusion of StaLok Fiber at the rate of between .3-.5% have increased unconfined compression test results, up to 4 times as much in sand based systems.

PLANT HEALTH

StaLok Fiber has shown increases in total porosity of 11%, including air filled porosity at 14%, as a result the infiltration rate of water is also increased.



HOW DOES STALOK FIBER WORK?

INTEGRATION: Grass roots grow through StaLok Fiber

PROMOTES PLANT GROWTH: Creates porosity and air-filled porosity

TRIANGULATION: Spreads point load across root zone network

LOAD BEARING AND SHEAR STRENGTH: Increases load bearing & shear strength without increasing compaction

STABILITY: Maintains stability across various moisture contents & grass cover

NO PERMANENT STRUCTURES OR YARNS: replaces objects inhibiting plant growth & shift with the freeze/thaw cycle



“

Stabilizer is used on
**more natural pathways
worldwide**
than any other product”

- Green Building and Design Magazine

THE LEADER IN NATURAL PATHWAYS, TRAILS AND ACCESS ROADS

STABILIZED DECOMPOSED GRANITE

Stabilized Decomposed Granite and Crushed Stone pathways are locally sourced and approved aggregates, blended with Stabilizer to increase pathway accessibility.

STALOK PAVING MATERIAL

Patented polymer technology coated soil particles for increased traffic resistance, water resistance, and flexibility in installation.

STALOK CONCENTRATE

StaLok Concentrate sprayable polymer is specially formulated to work with Stabilizer in unique site conditions. This new polymer is designed to infiltrate the surface layer locking particles in place.



33 South 28th Street, Phoenix, Arizona 85034, USA

United States: 800-336-2468 | International: 602-225-5900 | Fax: 602-225-5902

info@stabilizersolutions.com | StabilizerSolutions.com

WORKSHEET 1: PRODUCTS AND SERVICES OFFERED

Additional sheets may be utilized

1.1 Indicate below the categories of products and/or services your firm offers by placing an “X” in the appropriate box.

Description of Product	Product or Services Offered	Notes, Limitations or Exceptions
Grounds Products	X	
Grounds Equipment		
Irrigation Products		
Additional Grounds and Irrigation Services	X	Infield Laser Grading
Equipment Rental		
Used Equipment		

1.2 SCOPE OF WORK - Describe your firm’s method for satisfying the Scope of Work on pages 26-27.

Stabilizer Solutions, Inc. has the infrastructure in place (and is currently providing materials and services) to satisfy Deer Valley USD's need for landscaping supplies in the grounds products category, and installation services regarding those products. The company's current system includes issuing quotes to site supervisors upon request. Upon receipt of purchase order number, products are scheduled for delivery within 3-5 business days. Upon delivery, invoices are generated and sent to the finance office.

WORKSHEET 1: PRODUCTS AND SERVICES OFFERED

1.3 RETURNS – Please describe your firm’s return policy.

Bulk materials are not returnable once dumped from the truck.
Bagged materials are returnable. A restocking fee may be charged depending on condition of bags and pallet.
Return freight charges are responsibility of customer.

1.4 ADDITIONAL PRODUCT INFORMATION – Please provide an explanation of your minimum order quantities, any lead time requirements and your firm’s shipping policy. Fuel surcharges will not be allowed.

Minimum quantity on bulk materials (Stabilizer Pro Red) delivered is 25 tons.
Bulk truck and transfer loads can be split 12 tons each to 2 locations for an additional fee.
Minimum Customer Pick Up order is .5 ton.
Minimum bagged product (Stabilizer Ballyard Clay) order delivered is 40 bags.
Minimum customer pick up order is 1 bag.
Typical lead times are 3-5 days, but some orders may go out next day.

WORKSHEET 2: EXPERIENCE/EXPERTISE

2.1 EXPERIENCE - Please provide a brief history of your firm and provide the number of years your firm has been providing the products/services being offered.

Stabilizer Solutions, Inc. has serviced ballfields in the valley for 40 years. The company has created many industry leading innovations, including the first Stabilized Infield Mix (Pro Red) and the first waterless mound clay (Hilltopper). The company ships products nationwide, including many MLB, collegiate facilities, and National Parks. The company is the official playing surface provider for USA Softball, and recommended provider of trail surfacing by the National Center of Accessibility. Most Deer Valley USD ballfields were constructed with Stabilizer Pro Red Infield mix.

WORKSHEET 2: EXPERIENCE/EXPERTISE

2.2 KEY PERSONNEL - Please provide information (Bios) regarding the key personnel including but not limited to: education, experience, certifications and years of service in the industry.

Clayton Hubbs is the Director of Operations for Stabilizer Solutions, Inc. Clayton's study of soils in the classroom at the University of Arizona and in his manufacturing plant, along with his experience as a professional groundskeeper with the Arizona Diamondbacks, has provided him with extensive knowledge of soils and other natural materials. Over the course of 20 years, he has tested and produced materials for many professional teams including: Angels, Diamondbacks, Rockies, Dodgers, Yankees, every spring training complex in the Cactus League, and both the NCAA College Baseball and Softball World Series. Clayton has assisted in several high profile events including the MLB All-Star Game, Triple A All-Star Game, World Baseball Classic, World Series, Insight Bowl and International Soccer Matches. Clayton has been published in both Sports Turf and Turf News magazines, and has also been an advisor to HGTV's Don't Sweat It television show.

Jon Hubbs President and Cofounder of Stabilizer Solutions, Inc. has focused on advancing the evolution of soil for landscape and athletic surfaces for over forty years. Prior to starting Stabilizer Solutions, Inc., along with his brother Jim, Jon owned a native seed collection business and later started a landscape contracting business. As landscape contractors, the brothers discovered and patented the first natural soil binder known as Stabilizer. Since that time, Jon has developed and patented several other soil innovations including Stabilized Decomposed Granite, Stabilized Infield Mix, and Hilltopper waterless soils. Jon is now a trusted advisor to architects, landscape architects, race track superintendents and professional groundskeepers internationally.

WORKSHEET 2: EXPERIENCE/EXPERTISE

2.3 PAST PERFORMANCE – Provide a description of any past, relevant work with school districts or public sector clients. Include a brief summary of the work completed.

Previous contract holder with Deer Valley USD and supplier of infield mix, warning track mix and mound clay on new construction projects, including the newly constructed Deer Valley Elementary #32. Previous contract with Peoria USD. Current contract holder with Mesa USD, City of Mesa, City of Scottsdale, Town of Fountain Hills, City of Tempe, City of Phoenix and Pima County. Supplier without contract to various school districts including Phoenix and Scottsdale Union. Non contract supplier to Arizona State University, University of Arizona, Northern Arizona University and other private instate universities. Currently providing grading labor on per project basis with City of Phoenix, City of Peoria and City of Yuma.

WORKSHEET 3: REFERENCES

3.1 Provide five (5) references, preferably government entities, for which your firm has provided similar services.

REFERENCE #1

COMPANY NAME:	City of Tempe
CONTACT NAME:	Michael Clark
CONTACT PHONE NUMBER:	480 250 5149
CONTACT EMAIL ADDRESS:	MICHAEL_CLARK@tempe.gov

DESCRIPTION OF PRODUCTS/SERVICES PROVIDED:
Supplier of infield mix, warning track mix, mound clay. Grading/installation labor.

REFERENCE #2

COMPANY NAME:	Town of Fountain Hills
CONTACT NAME:	Kevin Snipes
CONTACT PHONE NUMBER:	(480) 816-5178
CONTACT EMAIL ADDRESS:	ksnipes@fh.az.gov

DESCRIPTION OF PRODUCTS/SERVICES PROVIDED:
Supplier of infield mix, warning track mix, mound clay. Grading/installation labor.

WORKSHEET 3: REFERENCES

REFERENCE #3

COMPANY NAME:	City of Phoenix
CONTACT NAME:	Bob Berlin
CONTACT PHONE NUMBER:	602-262-1678
CONTACT EMAIL ADDRESS:	bob.berlin@phoenix.gov

DESCRIPTION OF PRODUCTS/SERVICES PROVIDED:

Supplier of infield mix, warning track mix, mound clay. Grading/installation labor.

REFERENCE #4

COMPANY NAME:	Mesa USD
CONTACT NAME:	Laura Santiago
CONTACT PHONE NUMBER:	480-472-6046
CONTACT EMAIL ADDRESS:	l@santiago@mpsaz.org

DESCRIPTION OF PRODUCTS/SERVICES PROVIDED:

Supplier of infield mix, warning track mix, mound clay.

WORKSHEET 3: REFERENCES

REFERENCE #5	
COMPANY NAME:	University of Arizona
CONTACT NAME:	Darren Criswell
CONTACT PHONE NUMBER:	(520)-471-5512
CONTACT EMAIL ADDRESS:	dcriswell@email.arizona.edu
DESCRIPTION OF PRODUCTS/SERVICES PROVIDED: Supplier of infield mix, warning track mix, mound clay. Grading/installation labor.	

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

86-0451252
Federal Employer Identification Number

Stabilizer Solutions, Inc.
Company Name

Clayton Hubbs
Printed Name

Director
Title

clay.hubbs@stabilizersolutions.com
Primary Email (for Contract Inquiries)


Authorized Signature

33 S 28th Street
Address

PHOENIX AZ 85034
City State Zip

602 225 5900
Company Telephone Number

Lou Kretchmer
Accounting / AP Contact Name

ap@stabilizersolutions.com
Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 23-10DV-_____, Grounds and Irrigation Products and Services

Awarded this _____ day of _____ 2022

This contract shall be effective this _____ day of _____ 2022

1GPA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Approved By: Deer Valley Unified School District No. 97

Signature: _____ Date: _____

Printed Name: _____ Title: _____

2CFR SECTION 200 CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A). Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES CH Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means,

2CFR SECTION 200 CERTIFICATIONS

any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

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

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

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(G). Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(H). Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

2CFR SECTION 200 CERTIFICATIONS

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(I). Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(J). Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(K). Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products,

2CFR SECTION 200 CERTIFICATIONS

that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

(L). Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the Member, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

2CFR SECTION 200 CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES CH Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: Stabilizer Solutions, Inc.

Address, City, State, and Zip Code: 33 S 28th Street, Phoenix, AZ 85034

Phone Number: 602 225 5900 Fax Number: 602 225 5902

Printed Name and Title of Authorized Representative: Clayton Hubbs, Director

Email Address: clay.hubbs@stabilizersolutions.com

Signature of Authorized Representative: 

Date: 10/18/22

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code

§2155.005

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

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

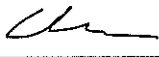
Vendor Name Stabilizer Solutions, Inc.

Address 33 S 28th Street, Phoenix, AZ 85034

Phone 602 225 5900 Fax 602 225 5902

Printed Name of Authorized Representative: Clayton Hubbs

Title of Authorized Representative: Director

Signature of Authorized Representative: 

Date: 10/18/22

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this solicitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) Yes No
Vendor certifies that this firm is a HUB (Required by some participating agencies) Yes No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your response in OpenGov Procurement as required.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

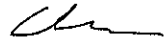
Vendor Name: Stabilizer Solutions, Inc.

Address, City, State, and Zip Code: 33 S 28th Street, Phoenix, AZ 85034

Phone Number: 602 225 5900 Fax Number: 602 225 5902

Printed Name of Authorized Representative: Clayton Hubbs

Title of Authorized Representative: Director

Signature of Authorized Representative: 

Date: 10/18/22

NON-COLLUSION AFFIDAVIT

State of Arizona

County of Maricopa

Clayton Hubbs

Director

Name

Title

Stabilizer Solutions, Inc.
Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

The Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S § 15-213(O) has occurred.

Signed: [Signature]

Title: Director

Subscribed and sworn to before me

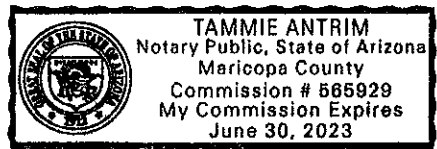
This 18th day of October, 2022

Tammie Antrim
Signature of Notary Public in and for the

State of Arizona

County of Maricopa

My Commission Expires on June 30, 2023



Type text here

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE

Remote online notarization is permitted in Arizona under A.R.S. §41-371 through 41-380 and should contain the statement "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at <https://azsos.gov/business/notary/enotary>.

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Vendor Name: Stabilizer Solutions, Inc.

Printed Name of Authorized Representative: Clayton Hubbs

Title of Authorized Representative: Director

Signature of Authorized Representative: 

Date: 10/18/22

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. STABILIZER SOLUTIONS, INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 33 S 28TH STREET	Requester's name and address (optional)
6 City, state, and ZIP code PHOENIX, AZ 85034	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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8	6	-	0	4	5	1	2	5	2		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Jaura Hubbs</i>	Date ▶ <i>1-1-2022</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding. If you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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November 10, 2022

Jen Stam
1GPA | Procurement Specialist
O: 866.306.3893
D: 480.809.1499
F: 602.663.9515
23-10DV Best and Final

Jen,

Thank you for the opportunity to make a final offer. Please see attached Stabilizer Solutions catalog pricing found on page 14. Also, you will find a revised manufacturers discount submittal.

Stabilizer Solutions, Inc. does hereby agree with the following statement. "In order to comply with new Arizona legislation (ARS § 35-394), the Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof."

Please let me know if there is anything else you need.

Sincerely,
Clayton Hubbs

Clayton Hubbs
Director of Operations

Manufacturer's & Minimum Discount Schedule

RFP 23-10DV Grounds and Irrigation Products and Services

INSTRUCTIONS: Provide **minimum discounts** off manufacturers' price lists for any manufacturer offered. If your firm does not supply the manufacturers listed below, you may leave the line blank. Actual discounts given may exceed the minimum discount, but may not be less. Offerors may include additional manufacturers offered in the blanks provided beginning on line 44. Provide links to manufacturers' price list in the column provided. Do not provide links to manufacturer websites that do not include access to the manufacturer's price list. If links are unavailable, you may upload copies of the manufacturers' price lists where indicated in the Vendor Submission section on the OpenGov Procurement online portal.

Company Name: Stabilizer Solutions, Inc.

Line	Manufacturer	Product Category (If Applicable)	Minimum Percentage (%) Discount or "Fixed Price"	Link to Manufacturer's Price List	Price File Uploaded in OpenGov Y (Yes) (If Applicable)
1	In-Store Shopping Discount				
2	Vendor Web Catalog Discount				
3	Early Payment Discount - Terms:				
4	Allegare				
5	Aquaneat				
6	Aquasmart				
7	Best				
8	Bobcat				
9	Briggs & Stratton				
10	Case				
11	CAT				
12	Daconil				
13	Dalton Coatings				
14	Double Play				
15	Echo				
16	GreensGroomer Worldwide				
17	HJE				
18	Honor				
19	John Deere				
20	Kubota				
21	Lebanon				
22	Makita				
23	Oately				
24	Pioneer Athletics				
25	Pro Red		3%	SEE STABILIZER SOLUTIONS CATALOG ATTACHED	NA
26	Reward				
27	Roundup				
28	Shore-Klear				
29	Southern AG				
30	Stihl				
31	Toro				
32	Trigon Sports				
33	Trimec				
34	Trio				
35	Triple Pro				
36	Turf Mark				
37	Turf Tank				
38	Turface Athletics		3%	SEE STABILIZER SOLUTIONS CATALOG ATTACHED	
39	UltraMax				
40	Vermeer				
41	Viper				
42	Western Mining and Minerals				
43	YaraMila				
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STABILIZER

Playing Surfaces Guide

“ results were instant ”



“ A Stabilizer Solutions product was added to the surface...Results were instant. A snow storm dumped 5 inches, which was followed by an inch of rain on the morning of the first outdoor practice. The field was playable by that afternoon and allowed the team to practice while other surrounding fields were saturated and unsafe. ”

—Steve Peeler, Former Professional Groundskeeper via SportsTurf Magazine



MORE PLAY GUARANTEED

STABILIZER PLAYING SURFACES

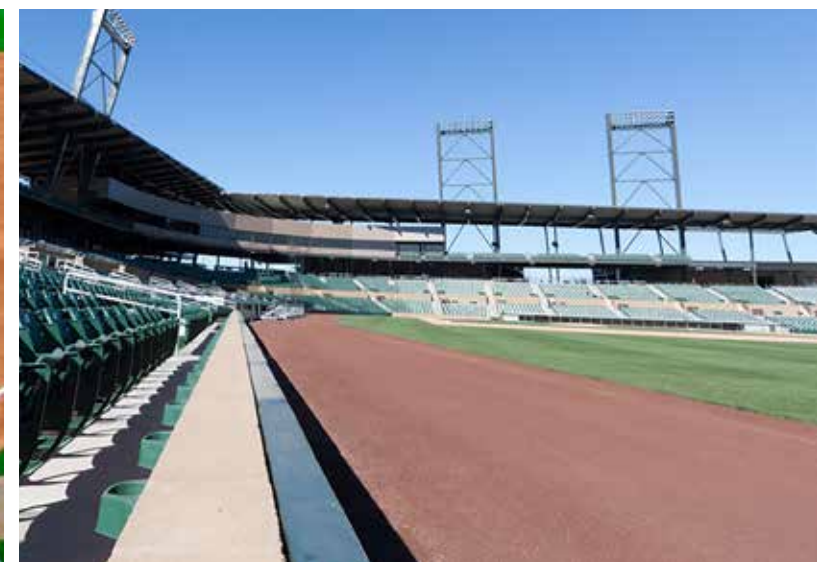
Your key to unlocking more play is stabilizing the relationship between soil particles and water. For baseball, softball and sports turf, *Play Saving Technologies* breathe athletic ability into natural soils, clays and aggregates.

MASSACHUSETTS INSTITUTE OF TECHNOLOGY (MIT) SOIL MOISTURE RESEARCH

In the 80's Stabilizer Solutions conducted research with MIT. The key breakthrough: no matter the structural composition of a surface the mechanical properties will change across moisture contents. For peak performance the athlete requires soil moisture content between 4-12% or a damp soil consistency.

PLAY SAVING TECHNOLOGIES

- WATER BINDING 04
- WATERLESS 06
- DUSTLESS 07
- TURF REINFORCING 10



WATER BINDING

LOCATION: Peoria Sports Complex, Peoria, AZ

SURFACE: Stabilizer Ballyard Brown Infield

PHOTO: Courtesy City of Peoria



Process for amending an infield with Stabilizer: (clockwise) Spread at recommended rate. Till into the infield. Level infield and water to full depth.



THE ORIGINAL NATURAL BINDER

Stabilizer binds water and soil particles. It establishes stability in your field during rain and releases moisture into the soil when dry. Born from organic plant materials this powder is the only patented natural soil binder.

HOW DOES IT WORK?

INTEGRATION: Blends into pore space of soil aggregate

ABSORPTION: Absorbs 15 X its weight in water

COHESION: Forms a cohesive gel that binds soil particles and water

BALANCE: Maintains damp soil consistency in wet conditions, releases water in dry

STABILITY: All of this equals a more stable and playable surface



STABILIZED INFIELDS AND WARNING TRACKS

Trust in every ton. Correctly construct your new infield or warning track from the ground up with nationally recognized surfaces. Locally engineered aggregate soils fortified with pure clay for ideal Sand/Silt/Clay ratios and Stabilizer in a complete, reliable package.

STABILIZED: Complete mixes enhanced with Stabilizer for increased play

ENGINEERED / ADDED CLAY: Sand, Silt, Clay proportions support players' load bearing and shear strength needs

MECHANICALLY BLENDED: Every ton provides a consistent and trustworthy footing

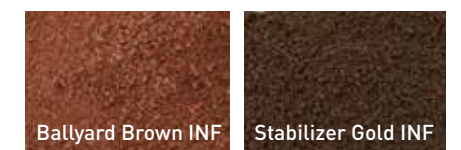
EYE CATCHING COLORS: Various color options to subtly compliment or boldly contrast any field



The addition of 1% Stabilizer preserved the soil characteristics to significantly higher moisture content...Stabilizer ties up the water very effectively producing a damp soil consistency.



Pro Red INF



Ballyard Brown INF

Stabilizer Gold INF



Apache WT



Sedona WT

Baja WT



Patomino WT

WATERLESS



“

If you remember the old field it had a lot of dust, especially when the conditions were dry, but with Hilltopper there's no dust at all. Any water will repel off it so it's easier to get to game conditions...If you got a good rain how long would it take to get the field ready to play? Probably a half-hour to 45 minutes. ”

—Guy Smith, Senior Groundskeeper Central Michigan University via The Morning Sun News

THE NUMBERS ARE COMPELLING

Arizona Diamondbacks' Grant Trenbeath calculated Hilltopper Warning Track saved 500 man hours a year. Water calculations show him saving 200,000 gallons annually.



HILLTOPPER WATERLESS PLAYING SURFACES



MORE PLAY GUARANTEED

Hilltopper totally removes water from the equation. These patented polymer coated soils eliminate down time from weather. Your playing surface no longer needs daily watering.

WATERLESS: Replaces natural cohesion from moisture

DROUGHT PROOF: No more dust complaints

WEATHERPROOF: Rain resistant

FREEZE PROOF: No down time from thaw out

RICH WET COLOR: No daily maintenance watering

STATE-OF-THE-ART HILLTOPPER INFIELD MIX / SAVES 500 MAN HOURS A YEAR / NO WATER CONSUMPTION ON 100+ MOUNDS / PATENTED POLYMER TECH / CUTS \$3000 IN DUST RELATED CLEANING / REDUCED DAILY LABOR BY 2 HOURS / 200,000 GALLONS ANNUAL SAVINGS / PRETTY MUCH WE'RE GUARANTEED TO GET GAMES IN

ELIMINATE DUST ON EXISTING FIELDS

HILLTOPPER LIQUID CONDITIONER

Sprayable polymer liquid coats and wets soil particles. Mechanically similar to water, skin infields and soil/aggregate warning tracks become reworkable and dustless playing surfaces.

PENETRATES SOIL: Coats soil particles like water

REMAINS IN SOIL: Creates long term wetting action

WORKABLE SURFACE: Allows water to penetrate

INNOVATIVE POLYMER: Does not evaporate, freeze or leach

DUSTLESS



HILLTOPPER LIQUID CONDITIONER

HILLTOPPER INSTALLATIONS

UNIVERSITY OF NOTRE DAME
 UNIVERSITY OF MICHIGAN
 UNIVERSITY OF WISCONSIN
 UNIVERSITY OF IOWA
 IOWA STATE UNIVERSITY
 NORTHWESTERN UNIVERSITY
 UNIVERSITY OF ILLINOIS
 CAL STATE FULLERTON

UNIVERSITY OF PENN
 HARVARD UNIVERSITY
 UNIVERSITY OF LOUISVILLE
 MARSHALL UNIVERSITY
 CASE WESTERN UNIVERSITY
 ASA HALL OF FAME OKLAHOMA
 ANGEL STADIUM

CHASE FIELD
 YANKEE STADIUM
 MARLINS PARK
 MINUTE MAID PARK
 DIABLO SPORTS COMPLEX
 SALT RIVER FIELDS
 SLOAN PARK



MOUND CLAYS AND CONDITIONERS



HILLTOPPER MOUND CLAY WATERLESS

No more daily watering on your mound and homeplate. Hilltopper patented polymer replaces moisture content. Use clay right out of the bag thanks to a proprietary screening process. Always be ready for the elements with waterless technology. Hilltopper is the only polymer coated mound clay.



BALLYARD CLAY WATER BINDING

Not your typical clay dug out of the ground. This manufactured blend of clay and interlocking soil particles is stabilized against moisture. Ballyard Clay is ready to pack right out of the bag. Processed with water, screened and packaged all at a great price.



HILLTOPPER CONDITIONER WATERLESS

Put on the finishing touch without the dust. This free-flowing, topdressing material is polymer coated. It provides a dustless and draggable sliding surface for either waterless or non-waterless infields, warning tracks and mounds. Its rich color sets off any field.



CALCINED CLAY WATER ABSORBING

Remove puddles in a hurry. Calcined Clay is widely used for surface water absorption. It doubles as a freeflowing topdressing material and sliding surface on nonwaterless fields only. National calcined clay brands are available.



TURF REINFORCING

LOCATION: University of Phoenix Stadium, Glendale, AZ
SURFACE: StaLok Reinforced Bermuda



“

Roof construction on the stadium limited Cloete's team to a very short time frame for the field installation. Cloete says he relied heavily on new technology emerging from the US and Australia, the StaLok Instant Play system, most notably used at the University of Phoenix Stadium, home of the Arizona Cardinals.

-On the installation of World Cup turf via Sportsturf Magazine

”

EARTH AND TURF: REINFORCED NATURAL SPORTS TURF

STALOK FIBER

Flexible polypropylene fibers that mimic grass roots in size and flexibility. Fibers work with grass roots to spread a point load from player activity across a larger area in the rootzone. StaLok provides three dimensional strength and stability to sand and soil.

TRAFFIC RESISTANCE

Test results show that the inclusion of StaLok Fiber at the rate of between .3-.5% have increased unconfined compression test results, up to 4 times as much in sand based systems.

PLANT HEALTH

StaLok Fiber has shown increases in total porosity of 11%, including air filled porosity at 14%, as a result the infiltration rate of water is also increased.



HOW DOES STALOK FIBER WORK?

INTEGRATION: Grass roots grow through StaLok Fiber

PROMOTES PLANT GROWTH: Creates porosity and air-filled porosity

TRIANGULATION: Spreads point load across root zone network

LOAD BEARING AND SHEAR STRENGTH: Increases load bearing & shear strength without increasing compaction

STABILITY: Maintains stability across various moisture contents & grass cover

NO PERMANENT STRUCTURES OR YARNS: replaces objects inhibiting plant growth & shift with the freeze/thaw cycle





“ Stabilizer is used on **more natural pathways worldwide** than any other product ”
- Green Building and Design Magazine

THE LEADER IN NATURAL PATHWAYS, TRAILS AND ACCESS ROADS

STABILIZED DECOMPOSED GRANITE

Stabilized Decomposed Granite and Crushed Stone pathways are locally sourced and approved aggregates, blended with Stabilizer to increase pathway accessibility.

STALOK PAVING MATERIAL

Patented polymer technology coated soil particles for increased traffic resistance, water resistance, and flexibility in installation.

STALOK CONCENTRATE

StaLok Concentrate sprayable polymer is specially formulated to work with Stabilizer in unique site conditions. This new polymer is designed to infiltrate the surface layer locking particles in place.

STABILIZER SOLUTIONS

CATALOG

BYOP: BUILD YOUR OWN PALLET

All of your game necessities delivered right to your door. Only a flat delivery charge as long as we can stack it all on one pallet.

PACKAGING

Playing surface materials available in bulk, Super Sack, or 50-lb bags. Liquids available in 5 gallon bottles or up to 275 gallon totes.

DELIVERY

3 easy ways to get products: delivered, will-call pickup, and in store purchase.

FIELD MARKING



**PRO STRIPE CHALK LINER WL
04602 – CALL FOR PRICING**



**WHITE LINE PAINT STRIPER
0137WL – CALL FOR PRICING**



**WHITELINE AEROSOL PAINT (CASE OF 12)
01033WH – \$59**



**STABILIZER MARKING CHALK (50-LB
BAG) MW100 – \$10.75
ALSO AVAILABLE DIAMOND K
GYPSUM- \$8.00**

FIELD ACCESSORIES



**BASE PLUG BLACK
WL 01205 – \$10**



**BASE PLUG BIG LEAGUE
WL 02171 – \$10**



**DIG OUT TOOL
WL 01045 – \$10**



**DOUBLE FIRST BASE (1)
01106 – \$200**

FIELD ACCESSORIES



**DOUBLE FIRST BASE ANCHOR
WL 02910 – \$40**



**FEMALE BASE ANCHOR – WL 01317 – \$16
WITH CEMENT – WL 01317C – \$20**



**MALE BASE ANCHOR
WL 01470 – \$12**



**REGULATION HOMEPLATE
WL 01115 – \$125**



**REGULATION PITCHER'S PLATE
(4-SIDED) – WL 01954 – \$125**

**LITTLE LEAGUE PITCHER'S
PLATE (4-SIDED) – WL 01955 –
\$125**



**SET OF REGULATION BASES (3)
WL 01110 – \$220**

MAINTENANCE TOOLS



36" ALUMINUM YARD PRO RAKE
MR92036 – CALL FOR PRICING

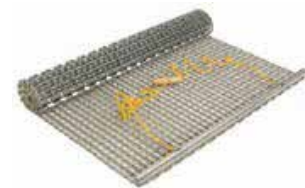


36" SCARIFYING LUTE RAKE
MR52936 – CALL FOR PRICING



36" SCREENING RAKE
MR11036 – CALL

24" DUAL PURPOSE RAKE
MR12524 – CALL



DRAG MATS
72" x 6' – KM1072X6A – \$516
72" x 4' – KM1072X4A – \$367
48" x 2' – KM1048X2A – \$150



SCARIFIER 48"
L1874 – \$1,200

NAILS FOR SCARIFIER
L187NAILS – \$215



MOUND TAMPS
8 x 8" – MR85008 – \$130
10 x 10" – MR85010 – \$150
4 x 10" – MR85054 – \$115

MAINTENANCE TOOLS



MONSTER BROOM 84"
MR83084 – \$192.50



INFIELD & CUTOUT DRUM SPIKE AERATOR
60" – GP365382 – CALL FOR PRICING
36" – GP365381 – CALL FOR PRICING

PLAYING SURFACES & AMENDMENTS

BAGGED / BOTTLED



STABILIZER ORIGINAL NATURAL BINDER
(40LB BAG) – PG40 – \$105 DELIVERED



HILLTOPPER MOUND CLAY (50LB BAG)
HT1 – \$16 CPU, \$19 DELIVERED



STABILIZER BALLYARD CLAY
(50LB BAG) – SFBWBG – \$9 DELIVERED



TURFACE PRO LEAGUE NATURAL (50LB BAG) – SIM60160 – \$18 DELIVERED

PLAYING SURFACES & AMENDMENTS

BAGGED / BOTTLED



HILLTOPPER CONDITIONER (50LB BAG) WTC - \$10 DELIVERED



HILLTOPPER LIQUID CONDITIONER (5 GALLON BOTTLE OR 275 GALLON TOTE) SWDS5GB - \$10 PER GALLON



STALOK FIBER (30LB BAG) G400 - CALL FOR PRICING

PLAYING SURFACES & AMENDMENTS

BULK INFIELD MIXES- *BASED ON 25 TON LOADS, PRICES MAY VARY BASED ON DELIVEREY LOCATION

STABILIZER PRO RED INFIELD MIX	KC650C - \$60 PER TON DELIVERED
STABILIZER BALLYARD BROWN INFIELD MIX	KC650B - \$62 PER TON DELIVERED
ALL BROWN INFIELD MIX (NO STABILIZER)	KCJ12F0 - \$45 PER TON DELIVERED
ALL RED INFIELD MIX (NO STABILIZER)	KC650F - \$45 PER TON DELIVERED
STABILIZER GOLD INFIELD MIX (CALIFORNIA)	PA650G - CALL FOR PRICING

PLAYING SURFACES & AMENDMENTS

BULK WARNING TRACK MIXES (NO STABILIZER / WITH STABILIZER)

3MIL SEDONA RED WARNING TRACK	KC650 - \$40 / \$56 PER TON
3MIL APACHE PINK WARNING TRACK	KC660 - \$40 / \$56 PER TON
3MIL PALOMINO GOLD WARNING TRACK	KCJ6 - \$38 / \$56 PER TON
3MIL BAJA BROWN WARNING TRACK	KCJ8 - \$22 / \$56 PER TON
1/4" MINUS SEDONA WARNING TRACK	KCJ1 - \$14 / \$56 PER TON
2MIL RED CINDER WARNING TRACK	LC59WT - \$46 / \$76 PER TON
2MIL GOLD WARNING TRACK (CALIFORNIA)	PA650GS - CALL FOR PRICING
3/8" MINUS GOLD WARNING TRACK (CALIFORNIA)	PAG3815 - CALL FOR PRICING

WATERLESS BULK OR SUPER SACK

HILLTOPPER INFIELD MIX	ICG - \$285 PER TON
HILLTOPPER WARNING TRACK MIX	WT - \$265 PER TON
HILLTOPPER CONDITIONER	WTC - \$250 PER TON

Ask about mound construction, field renovation and laser grading.



“ I like to recommend products that have a proven track record, and Stabilizer’s products speak for themselves. ”

— Dan Almond on Stabilized Infield Mix at TD Ameritrade Park



33 South 28th Street, Phoenix, Arizona 85034, USA

United States: 800-336-2468 | International: 602-225-5900 | Fax: 602-225-5902

info@stabilizersolutions.com | StabilizerSolutions.com

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

86-0451252

Federal Employer Identification Number

Stabilizer Solutions, Inc.

Company Name

Clayton Hubbs

Printed Name

Director

Title

clay.hubbs@stabilizersolutions.com

Primary Email (for Contract Inquiries)



Authorized Signature

33 S 28th Street

Address

PHOENIX AZ 85034

City

State

Zip

602 225 5900

Company Telephone Number

Lou Kretchmer

Accounting / AP Contact Name

ap@stabilizersolutions.com

Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 23-10DV- 05 , Grounds and Irrigation Products and Services

Awarded this 29th day of November 2022

This contract shall be effective this 29th day of November 2022

1GPA

Signature: Christy Knorr Date: 11/29/2022

Printed Name: Christy Knorr Title: Vice President

Approved By: Deer Valley Unified School District No. 97

Signature: [Signature] Date: 11-29-22

Printed Name: Laura Szymanski Title: Purchasing Services Director



Contract Extension/Amendment



August 24, 2023

Stabilizer Solutions, Inc.
33 South 28th Street
Phoenix, AZ 85034
Attn: Clayton Hubbs (info@stabilizersolutions.com, ap@stabilizersolutions.com)

Re: Extension Agreement for Contract #23-10DV-05, Grounds and Irrigation Products and Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until November 29, 2024. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- Proof of any other applicable licensing related to your contract.
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- No price updates at this time. Current pricing on file is accurate.
- Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.




If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: 	
Printed Name: Clayton Hubbs	
Title: Director	Date: 9/8/23
1GPA Authorized Signature: 	
Printed Name: Christy Knorr	
Title: President	Date: 9/27/2023
Deer Valley USD Authorized Signature: 	
Printed Name: Laura Szymanoski	
Title: Director of Purchasing Services	Date: 10-10-2023

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STABILIZER SOLUTIONS, INC.**

**EXHIBIT B
Scope of Work**

Stabilizer Solutions, Inc. to provide landscaping supplies, equipment, and other miscellaneous related products and services included in the 1GPA Contract #23-10DV-05 for the City's sports facilities and parks on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STABILIZER SOLUTIONS, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Goods and services shall be purchased in accordance with the terms, conditions, and rates of the 1GPA Cooperative Purchasing Agreement, Contract #23-10DV-05 for Grounds and Irrigation Products and Services.

Stabilizer Solutions, Inc. shall be paid upon completion of the contracted scope of work and quote(s) provided and following the City's receipt of a properly completed invoice.

Invoicing: Contractor to provide invoice(s) to City of Glendale authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department. Any issues regarding billing or invoicing must be directed to the City of Glendale Parks and Recreation Department requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. 1GPA Contract Number.
- e. Invoice number and date;
- f. Payment terms;
- g. Date of service or delivery;
- h. Description of materials or services provided;
- i. If materials provided, the quantity delivered and pricing of each unit;
- j. Service addresses, contract number, and purchase order associated with the contract;
- k. Applicable taxes;
- l. Total amount due.

Payment of Funds: Payment will be made upon completion of work within thirty (30) working days through a traditional method of a check from invoice(s) provided by the Contractor.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$175,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Pricing for all goods and services are included in the 1GPA Cooperative Purchasing Agreement Contract #23-10DV-05, and attached in Exhibit A. Contractor shall use these prices to formulate a written quote for each project. Each project shall be quoted in writing and shall be reviewed by an authorized City of Glendale representative who shall verify that it meets the contractual pricing before any work begins.