



**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE**

WEEMS ASPHALT LLC  
ASPHALT PRODUCTS AND SERVICES

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on \_\_\_\_\_, 2026 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Weems Asphalt LLC, an Arizona limited liability company authorized whose principal place of business is located at: 5009 E Washington St. Suite 200, Phoenix AZ, 85034 (the “**Contractor**”). The Town and Contractor are the only parties to this Agreement; they are each individually a “**Party**,” and together they are the “**Parties**.”

**RECITALS**

- A. On May 31, 2022, after a competitive procurement process, the 1Government Procurement Alliance entered into Contract No. 22-15P-05, with the Contractor (the “**Base Agreement**”) to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.
- B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.
- C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.
  - 1.1. The Contractor shall provide the Town the goods and/or services, generally described as asphalt products and services and more particularly identified in the proposal attached hereto as **Exhibit B** and incorporated herein by reference (the “**Scope of Work**”).
  - 1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

**Exhibit C.** For the purposes of this Agreement, all references to the 1Government Procurement Alliance in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

- 1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent that there is any conflict between this Agreement, the Base Agreement, Exhibit C to this Agreement, and Exhibit B to this Agreement, the documents shall govern in that order.**
- 1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price list set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed \$131,231.93.
3. Contract Term and Renewal.
  - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 28, 2026, unless terminated, canceled, or extended as otherwise provided in this Agreement.
  - 3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.
  - 3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.
8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or 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. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.
10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.
11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

**TOWN OF PARADISE VALLEY,**  
an Arizona municipal corporation:

**WEEMS ASPHALT LLC**  
an Arizona limited liability company:

\_\_\_\_\_  
Andrew Ching, Town Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE**

WEEMS ASPHALT LLC  
ASPHALT PRODUCTS AND SERVICES

**EXHIBIT A  
BASE AGREEMENT**

(See attached: Asphalt Products and Services, 1GPA Contract No. 22-15P-05, May 31, 2022)



May 31, 2022

Weems Asphalt LLC  
535 N 51st Ave #200  
Phoenix, AZ 85043  
[craigw@weemasphalt.com](mailto:craigw@weemasphalt.com)

Attn: Craig Weems

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on the proposal submitted to 1GPA for IFB # 22-15P:

<b>Commodity/Contract Title:</b>	<i>Asphalt Products and Services</i>
<b>Contractor/Vendor:</b>	<i>Weems Asphalt LLC</i>
<b>Contract Number:</b>	<i>22-15P-05</i>

**The contract is effective June 28<sup>th</sup>, 2022 and will expire on June 28<sup>th</sup>, 2023.** The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

Weems Asphalt LLC 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](mailto:cknorr@1GPA.org). We look forward to working with you and your team!

Sincerely,

\_\_\_\_\_  
Christy Knorr, Vice President  
1Government Procurement Alliance

**BIDDER'S BID AND CONTRACT ACCEPTANCE**

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder 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 Bid.

83-3310995  
 Federal Employer Identification Number

Weems Asphalt LLC  
 Company Name

Craig Weems  
 Printed Name

President  
 Title

craigw@weemasphalt.com  
 Primary Email (for Contract Inquiries)

*Craig Weems*  
 Authorized Signature

535 N. 51st Avenue #200  
 Address

Phoenix, AZ 85043  
 City, State Zip

602 560-3535  
 Company Telephone Number

Carol Frew /Casey McCullen  
 Accounting / AP Contact Name

cfrew@weemasphalt.com/ap@weemasphalt.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 BID AND CONTRACT ACCEPTANCE**

The Bid 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 22-15P- 05 , Asphalt Products and Services

Awarded this 31<sup>st</sup> day of May 2022

This contract shall be effective this 28<sup>th</sup> day of June 2022

1GPA

Signature: *Christy Knorr* Date: 5/31/2022  
 Printed Name: *Christy Knorr* Title: *Vice President*

Approved By: Mary C. O'Brien Accommodation School/Pinal County ESA

Signature: *Jill M. Broussard* Date: 5/31/2022  
 Printed Name: *Jill M. Broussard* Title: *Superintendent*



The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency of 1Government Procurement Alliance:

## Invitation for Bid # 22-15P Asphalt Products and Services

- Bid Due Date and Time:** April 21, 2022 at 11:00 A.M. Arizona Time
- IFB Opening Location:** Opening will be held publicly online through Vast Conference. Use the link below to join the conference.  
*Join from PC or Mac:* <https://meet.vastconference.com/43837524>  
*Call by Phone: Toll-Free US/CAN 1-800-719-7514*  
*Enter Conference Code: 438375*
- Pre-Bid Conference:** None
- Electronic Submittals:** OpenGov Procurement – <https://secure.procurenow.com/portal/1GPA>  
*See enclosed information for submittal instructions.*
- Last Day for Questions:** April 8, 2022 at 5:00 p.m.

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received electronically by 1GPA, via OpenGov Procurement, until the time and date cited. Bids received by the correct time and date shall be opened, via OpenGov Procurement, and the vendor's name and pricing shall be publicly read at the location indicated above. All other information contained in the Bid shall remain confidential until award is made. Late solicitations shall not be considered.

To be considered, solicitations shall be submitted electronically via OpenGov Procurement, <https://secure.procurenow.com/portal/1GPA>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to:

Rebecca Seifert, Procurement Specialist  
Email: [rseifert@1gpa.org](mailto:rseifert@1gpa.org)  
Phone: 866-306-3893

Jill Broussard

Jill Broussard, Superintendent  
Pinal County ESA

Christy Knorr

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

Date Issued: March 16, 2022

**TABLE OF CONTENTS**

Documents Referenced Page 3

Introduction Page 4

Definition of Terms Page 5

Uniform Instructions to Bidders Page 6

Uniform Terms and Conditions Page 11

Special Terms and Conditions Page 19

Scope of Work Page 26

Submittal Requirements Page 31

FORM: Bid Bond Page 32

FORM: Performance Bond Page 33

FORM: Payment Bond Page 34

Exhibit A – OpenGov Procurement Submission Instructions Page 35

## DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

### **Arizona:**

Arizona Revised Statutes (A.R.S.) is available at  
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
[http://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](http://apps.azsos.gov/public_services/Title_07/7-02.pdf)

### **All Other States:**

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website at: <http://1gpa.org/state-statutes/>

Local Governments website (USA.gov): [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

### **Federal:**

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326  
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

## INTRODUCTION

### Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

### What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

### Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

**As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.**

## DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

**“Attachment”** means any item the Solicitation requires the Bidder to submit as part of the Bid.

**“Bidder”** means a person submitting a Bid in response to an Invitation for Bids

**“Contract”** means the combination of the Solicitation, including the Special Instructions to Bidders, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Bid; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

**“Contract Amendment”** means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

**“Contractor”** means any person who has a Contract with the 1GPA.

**“Cost”** means the aggregate cost of all materials and services, including labor performed by force account.

**“Days”** means calendar days and shall be computed pursuant to A.R.S. 1-243.

**“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

**“Governing Body”** means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

**“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

**“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

**“Member”** means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

**“Offer”** means a response to a Solicitation.

**“Offeror”** means a person submitting an offer in response to a Solicitation.

**“Person”** means any corporation, business, individual, union, committee, club, other organization or group of individuals.

**“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

**“Purchase Order or PO”** means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

**“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

**“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

**“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

**“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposal (“RFP”), or a Request for Quotations (“RFQ”).

**“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

**“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

## UNIFORM INSTRUCTIONS TO BIDDERS

### 1. Inquiries

- A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through April 8, 2022 by 5:00 p.m. Request may be transmitted via email. Responses and addenda to this IFB, if necessary, are anticipated to be issued April 13, 2022 at 5:00 p.m. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Rebecca Seifert, Procurement Specialist at [rseifert@1GPA.org](mailto:rseifert@1GPA.org) or submitted via the OpenGov Procurement portal located at <https://secure.procurenow.com/portal/1GPA>.
- D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead District Personnel.
- E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Bid Opening:** Bids shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Bids shall be opened immediately following the bid due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.
- G. **Time Stamp:** Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.
- H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 2. Bid Preparation

- A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections.** - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.
- C. **Signature(s) on Bids** - The Bid and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.

## UNIFORM INSTRUCTIONS TO BIDDERS

- D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.
- H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.
- I. **Taxes:**
1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.
  2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
  3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.
  4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
  5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.
- All Other States** - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.
- J. **Disclosure** - If the firm, business, or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments;
  2. Special Terms and Conditions;

## UNIFORM INSTRUCTIONS TO BIDDERS

3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions;
8. Uniform Instructions to Bidders.

- L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

### 3. Submission of Bid

- A. **Bid Submission** - Each Bid shall be submitted electronically to OpenGov Procurement by the due date and time at <https://secure.procurenow.com/portal/1GPA>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider a bid submitted by any other method other than OpenGov Procurement.
- B. **Bid Amendment or Withdrawal** – A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time designated in the Solicitation (or as amended in writing by 1GPA). A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.
- C. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Bidder believes that its Bid contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. Requests to deem the entire Bid as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

- D. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid and that the Bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and
  2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and
  3. The Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
  4. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the

## UNIFORM INSTRUCTIONS TO BIDDERS

submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
6. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.
9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

#### 4. **Additional Information**

- A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.
- C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all Bids or portions thereof; or
  3. Cancel the Solicitation.

## UNIFORM INSTRUCTIONS TO BIDDERS

### 5. Award

- A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members.
- B. **Contract Inception** - A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Bid and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Bid and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

### 6. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA/lead agency representative, Christy Knorr, Vice President.

- A. Protest shall include:
  - 1. The name, addresses, and telephone number of the interested party;
  - 2. The signature of the interested party or the interested party's representative;
  - 3. Identification of the purchasing agency and the Solicitation or Contract number;
  - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - 5. The form of relief requested.
- B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.
- C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.
- D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public inspection.
- F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

## UNIFORM TERMS AND CONDITIONS

### 1. **Cooperative Purchasing –**

- A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.
- B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.
- C. **Cooperative Purchasing Contracts** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

- D. **Non-Exclusive Contract** - Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.
- E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Mary C. O'Brien Accommodation School/Pinal County ESA.

### 2. **Contract Interpretation**

- A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

- B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.
- D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
- E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## UNIFORM TERMS AND CONDITIONS

### 3. **Contract Administration and Operation**

- A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.
- D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.
- F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.
- G. **Usage Reports** - The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.
- H. **Submission of Usage Reports** - Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: [maiken@1gpa.org](mailto:maiken@1gpa.org).
- I. **Purchase Orders/Contracts** - All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.
- J. **Invoicing of Administration Fee** - Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:  
1910 W. Washington Street  
Phoenix, AZ 85009

## UNIFORM TERMS AND CONDITIONS

### 4. **Costs and Payments**

- A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at [maiken@1gpa.org](mailto:maiken@1gpa.org).
- B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.
- C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice
- D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
  - 1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
  - 2. Purchase order describes the amounts or percentages and the dates or frequency of payments
  - 3. Payments are made in full compliance with Member's local governing entity rules
- E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.
- G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

### 5. **Contract Changes**

- A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.
- D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

### 6. **Risk and Liability**

- A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

## UNIFORM TERMS AND CONDITIONS

- B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure**
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

- A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and

## UNIFORM TERMS AND CONDITIONS

5. Conform to the written promises or affirmations of fact made by the Contractor.
  - C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
  - D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.
  - E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
  - F. **Survival of Rights and Obligations after Contract Expiration or Termination**
    1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
    2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
8. **Contractual Remedies**
- A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
  - B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
  - C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.
9. **Contract Termination**
- A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
  - B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

## UNIFORM TERMS AND CONDITIONS

- C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).
- D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
1. Providing material that does not meet the specifications of the contract;
  2. Providing work and/or material that was not awarded under the contract;
  3. Failing to adequately perform the services set forth in the scope of work and specifications;
  4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
  5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
  6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.
- G. **Contractor Cancellation:** Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.
- H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

- A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

## UNIFORM TERMS AND CONDITIONS

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. 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 (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

- B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.
- F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

## UNIFORM TERMS AND CONDITIONS

- H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- J. **2CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting bids must complete the 2CFR 200 Certification Form contained within this document.
- K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.
- L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least \$1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

<https://www.ethics.state.tx.us/tec/1295-info.htm>

[https://www.ethics.state.tx.us/whatsnew/faq\\_form1295.html](https://www.ethics.state.tx.us/whatsnew/faq_form1295.html)

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

## SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on June 28, 2022 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.
3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
4. **CONTRACT TYPE:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.
5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. If a firm submitting a Bid requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Bid. Partial bids will be accepted.
6. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.
7. **BID ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, 1GPA requires a Bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
8. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.
9. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and pricing submitted shall be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized Lead Agency/1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.
10. **TIME STAMP** Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in their submission. 1GPA strongly

## SPECIAL TERMS AND CONDITIONS

recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

11. **AWARD:** Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.
12. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, and/or geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members. Bidder should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or make no awards rests solely with 1GPA. Bidders are not required to Bid on all items specified in this Bid.
13. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.
14. **PRICING:** Contract pricing must be based upon:
  - 1) Fixed discount(s) off published price list(s) or catalog(s)
  - 2) Firm fixed price
  - 3) A combination of the above
15. **COMBINATION PRICING:** Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
16. **PRICE STRUCTURES:** Contractors are responsible for providing copies of, or access to, current product prices.

Discounts: Discount bids must clearly identify the minimum percentage of discount to apply to an MSRP, a manufacturer's list price, a vendor's catalog, or price list, etc. Contractors shall continuously monitor and provide price updates when available. At the time of purchase, Contractor may offer deeper discounts based on volume or other factors as applicable. The price reduction shall be available to all Members making similar purchases under the Contract. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. There will be no reduction of minimum discount(s) during the term of the contract.

Verifiable Price Index: A 24/7 publicly available and verifiable price schedule can be provided. This dynamic pricing structure is updated automatically as the advertised price updates to market conditions and competitive benchmarking. This ensures that Members receive savings as the Contractor recognizes them.

17. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract unless there is an occurrence of one or more allowable economic price adjustment contingencies. If allowable price adjustment contingencies occur, contract

## SPECIAL TERMS AND CONDITIONS

vendor may submit **a fully documented** request for price adjustment to 1GPA. The supporting documentation shall clearly justify the basis for the proposed price increase and may include, but is not limited to, letters from manufacturers, applicable industry price index data, letters from freight/shipping companies, etc. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

18. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
19. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this IFB. All requests are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.
20. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website:  
<https://www.gsa.gov/travel/plan-book/per-diem-rates>.
21. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be \$10 Million annually. A current list of 1GPA Members may be found at:  
<https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0>  
  
1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.
22. **SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed as indicated under the pricing submittal. Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.
23. **DELIVERY:** **Unless otherwise agreed upon between the Member and the Contractor,** delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Bidder shall be responsible for delivery of items in good condition at point of destination, and return of all items that do not meet specifications. Bidder shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices. The receiving Member will report to the successful Bidder when packages are not received in good condition.
24. **INSTALLATION AND TRAINING:** Proposed price for initial installation must include complete installation and training of designated Member personnel on the proper use and care of products supplied.
25. **PROTECTION OF MEMBERS:** The Bidder shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Bidder shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed.

## SPECIAL TERMS AND CONDITIONS

Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Bidder shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

26. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any vendor but is only enumerated in order to advise potential Bidder of the requirements of 1GPA. Any Bid which proposes like quality, design or performance will be considered.
27. **NEW PRODUCT:** All products supplied pursuant to this specification shall be new, unused, and the most current available at time of order.
28. **PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the agency Member Representative.
29. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
30. **RESPONSIBILITY OF BIDDERS:** Factors to be considered in determining if a Bidder is responsible may include:
  - A. The Bidder's financial, material, personal and other resources, including subcontractors;
  - B. The Bidder's record of performance and integrity;
  - C. Whether Bidder is qualified legally to contract with the public entity;
  - D. Whether Bidder supplied all necessary information concerning its responsibility;
  - E. Complaints on file with the Registrar of Contractors;
  - F. Prior litigation history.
31. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.
32. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Attach photocopy of license as requested in the "Vendor Submissions" section of the OpenGov Procurement online portal.
33. **FEES AND PERMITS:** Upon request of the Member, Contractor will be responsible for obtaining any and all permits required to perform installation. The installation shall be in complete compliance with all governing agencies including but not limited to City Building and Fire Codes. All required fees and permits must be included in the total Bid price as a pass-through cost (no markup) when pricing is submitted to 1GPA Member for each project.
34. **INSPECTION:** Each job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project and appropriate governing agencies (if applicable).

## SPECIAL TERMS AND CONDITIONS

- 35. DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
- 36. CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

- 37. WARRANTY:** All workmanship shall be warranted for a minimum of two (2) years from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project. All products shall be covered by the manufacturer's standard warranty.
- 38. BILLINGS:** All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
- 39. INSURANCE:** Bidder agrees to maintain such insurance as will fully protect Bidder, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to 1GPA Members.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. Awarded vendor shall provide a certificate that names the 1GPA Member as the certificate holder as required. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

- 40. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.
  - B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the 1GPA Member and shall, subject to the concurrence of the Member, replace such personnel with personnel of substantially equal ability and qualifications.

## SPECIAL TERMS AND CONDITIONS

41. **EMPLOYEE IDENTIFICATION:** All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items may result with the employee being escorted off property.
42. **BID SECURITY:** School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

**Bidders shall include acceptable bid security in the amount of \$100,000 with submission of their Bid.**

Acceptable bid security for this solicitation will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

Scan and upload a copy of the bid security under item 7.2 "Bid Security" in the Vendor Submissions section of the project on the OpenGov Procurement online portal. Vendors should also mail the original bid security no later than the bid due date and time addressed to:

1GPA  
Attn: Rebecca Seifert  
1910 West Washington Street  
Phoenix, AZ 85009

43. **PERFORMANCE AND PAYMENT BONDS:** Performance and Payment Bonds between the 1GPA member and the prime contractor shall be executed on forms substantially equivalent to the forms provided at the end of this solicitation document.

Upon execution of a contract between 1GPA member and prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1103 as applicable. The prime contractor agrees to notify the 1GPA member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with 1GPA may be terminated. The contractor may be asked to supply copies of performance and payment bonds to 1GPA for administrative purposes.

Performance Bond - The Contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the 1GPA Member, binding the Contractor to provide faithful performance of the contract.

Payment Bond - The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the 1GPA Member.

44. **MEMBER DELAYS:** As required by R7-2-1087(D), the Contractor will negotiate with 1GPA Member for the recovery of damages related to expenses incurred by the Contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation does not void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.
45. **PROGRESS PAYMENTS:** R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA member. It is the responsibility of the 1GPA member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approved, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the 1GPA member issues a written statement to the Contractor that the estimate

## SPECIAL TERMS AND CONDITIONS

of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that the 1GPA member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Bidder agrees to hold 1GPA harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed upon in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

- 46. RETENTION:** Ten (10) percent of all contract payments shall be retained by the 1GPA member as insurance of proper performance of the Contractor. Contractor agrees to identify the amount to be retained on invoices to 1GPA member for each progress payment.

When the contract is fifty (50) percent completed, one half of the amount retained shall be paid to the Contractor upon the Contractor's requests provided the Contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the Contractor is making satisfactory progress on the project, except if at any time the governing board of the Member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the 1GPA member and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G). If a substitute security is agreed to, the prime contractor must provide 1GPA member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against 1GPA member.

Notwithstanding R7-2-1104(A), there shall be no retention for job-order-contracting construction services contracts

- 47. REFERENCES:** For complete information on references and definitions used for specifications in the solicitation please visit websites below:

ASTM International (ASTM): [www.astm.org](http://www.astm.org)

Arizona Registrar of Contractors (ROC): [www.azroc.gov/l\\_class.html](http://www.azroc.gov/l_class.html)

Code of Federal Regulations (CFR): [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)

International Organization for Standardization (ISO): [www.iso.org](http://www.iso.org)

Maricopa Associations of Governments Uniform Standard Specifications for Public Works Construction:

[https://azmag.gov/Portals/0/Documents/MagContent/2022\\_MAG\\_Uniform\\_Standard\\_Specifications\\_for\\_Public\\_Works\\_Construction\\_SPECS\\_FINAL.pdf](https://azmag.gov/Portals/0/Documents/MagContent/2022_MAG_Uniform_Standard_Specifications_for_Public_Works_Construction_SPECS_FINAL.pdf)

Occupational Safety and Health Administration (OSHA): [www.osha.gov](http://www.osha.gov)

## SCOPE OF WORK

### 1. PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish contracts with responsive/responsible contractors that provide asphalt products and services to be utilized by 1GPA Members nationally on an as-needed basis.

1GPA reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the best interest of the Members of 1GPA.

### 2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Pinal County Education Service Agency's (PCESA) Mary C. O' Brien Accommodation District (MCOB) acts as a Lead Agency for 1GPA. PCESA provides programs and services for approximately 45,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by PCESA is a large Indian community including parts of the Tohono O' odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2017 was 430,200 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office.

1GPA currently holds contract 17-16P Asphalt Products and Services with three (3) vendors. The contract is in the fifth and final year, expiring June 28, 2022 at which time this contract will become effective.

3. **REFERENCE SPECIFICATIONS:** Products and services provided under this contract shall comply with all applicable state, local and federal laws, statutes, ordinances and codes including the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ([https://azmag.gov/Portals/0/Documents/MagContent/2022\\_MAG\\_Uniform\\_Standard\\_Specifications\\_for\\_Public\\_Works\\_Construction\\_SPECS\\_FINAL.pdf](https://azmag.gov/Portals/0/Documents/MagContent/2022_MAG_Uniform_Standard_Specifications_for_Public_Works_Construction_SPECS_FINAL.pdf)) and be in accordance with the standards and specifications set forth by the American National Standards Institutes (ANSI – <https://www.ansi.org>) and the American Society for Testing Materials (ASTM – <https://www.astm.org>).

### 4. SCOPE OF WORK

The scope of work for this solicitation includes an extensive and comprehensive array of asphalt products and services as outlined herein. This is NOT an "All or Nothing" bid. Bidders are encouraged to submit bids on single or multiple categories and/or for single or multiple regions. The categories listed represent the products and services needed, however this is not intended to be a comprehensive list. The contract will include any related products and services:

- 4.1. **Existing Asphalt Repair and Maintenance** may include, but is not limited to:
- surface patches
  - crack sealants
  - hot rubber crack fills
  - pavement

## SCOPE OF WORK

- full depth surface patching
- slurry
- Cationic Type II slurry seals
- emulsion seal coats
- polymer modified master sealant
- fog sealant
- tire rubber modified sealant

4.2. **New Asphalt** may include but is not limited to:

- new parking areas
- driveways
- sidewalks
- playground walkways
- golf cart and bicycle paths

4.3. **Related Products and Services** may include but are not limited to:

- speed bumps
- speed humps
- fabric underlays
- saw cutting
- striping
- milling
- pulverizing
- lime soil stabilization
- site grading
- manhole adjustment
- water/sewage cover adjustments
- survey monuments
- safety bollards
- concrete extruded curbs (with or without rebar)
- wheel stops
- gutters
- ramps (handicap)
- flatwork
- construction surveys
- traffic controls and barricades
- preventative maintenance
- other similar asphaltic related services

4.4. **Installation, Repairs, Maintenance and Removal Services**

- 4.4.1. Contractor shall have the licenses, tools, equipment, materials, and technical ability to provide services.
- 4.4.2. The Contractor shall provide all labor, supervision, transportation, equipment (including personal protection equipment), tools, and all effort necessary to install, repair, maintain and remove various forms of asphalt and related materials. Planning, administration and management services necessary to complete the work performed under this contract are also included.

## SCOPE OF WORK

- 4.4.3. The Contractor shall protect existing structures to prevent damage and shall restore damaged structures to their original state. Trees and existing vegetation shall be protected against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic or parking of vehicles within a drip line.
- 4.4.4. Any work performed under this contract shall be compliant with manufacturer recommendations as to not void any applicable warranties.
- 4.4.5. Where there is work that will interfere with the normal flow of traffic, the Contractor shall submit to the Member and any applicable jurisdictions for approval a plan for the maintenance of traffic through the construction area. This plan should show the type of warning signs, barricades, traffic cones, etc., and their placement and where flagmen, if necessary, will be stationed. The Contractor shall not begin any work which will interfere with any traffic until the plans are approved by the appropriate parties.
- 4.4.6. Contractor shall remove small trees, shrubs, grass and other vegetation, improvements or obstructions as indicated in the Scope of Work for the specific project if applicable. Removal includes digging out and off-site disposing of stumps and roots.
- 4.4.7. Contractor shall remove from Member's property and legally dispose of all waste materials removed during the construction of the project. Contractor shall not dump or put any waste into dry wells, dumpsters or landscape areas at any time.
- 4.4.8. Prior to starting any work, Contractor shall notify the Member of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution. Contractor shall obtain approval from the Member prior to using any alternate specifications for any work to be performed under the contract.
- 4.4.9. All work shall be accomplished in a manner to match adjacent existing work in the same area where practicable. Contractor will not alter Member's existing facilities without prior approval from Member.
- 4.4.10. Upon request from Member, Contractor shall obtain permits required for a job. Member shall reimburse Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.
- 4.5. **Change Orders:** All change orders shall be approved by the Member in writing prior to the start of work. Contractor shall keep a record at jobsite of all changes and corrections to the layouts shown in the drawings and record all changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "Record Drawings As-Built," or similar notation. Record Drawings shall include the actual location of all sub surface utility lines, and any overhead obstructions, as applicable.
- 4.6. **Quality:** all work performed by the Contractor shall be subject to inspection and approval by the requesting Member. Standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with specifications and/or recommendations of the manufacturer of the product to be applied.
- 4.7. **Safety:** Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:
- All employees on the worksite and all other persons who may be affected thereby.

## SCOPE OF WORK

- All the work, materials, and equipment to be incorporated therein.
- Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall provide and place barricades, tarps, plastic, flag tape and other safety/traffic equipment required to protect its employees, the public, surrounding areas, equipment and vehicles.

Safety Data Sheet (SDS) forms required for compliance with OSHA safety and health standards shall be supplied by the Contractor. This includes products containing asphalt, artificial asphalt, asphalt rock or bituminous rock, amesite, catalyzed asphalt, petroleum asphalt, petroleum pitch, coal tar pitch and all paints used for striping and making, whether oil or acrylic base and cement. This information shall be supplied by the manufacturer and made available to Member if requested.

### 5. SCHEDULING REQUIREMENTS

- 5.1. Contractor shall coordinate all service schedules with the Member.
- 5.2. Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.
- 5.3. Labor rates bid shall include all direct labor, supervision, overhead, tools, and common expendables. Labor rates shall be divided into the following categories:
  - 5.3.1. **Regular Service:** work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.
  - 5.3.2. **After Hours:** work performed after 6:00 PM and before 6:00 AM the next morning.
  - 5.3.3. **Weekends & Holidays:** work performed Saturday, Sunday, or during a holiday.

### 6. ORDERING AND JOB COMPLETION PROCESS

- 6.1. **Request for Service:** The 1GPA Member will notify the Contractor of the need for asphalt related services. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.
- 6.2. **Site Visit:** Dependent upon the complexity/nature of the project, a site visit may be held by the Member to allow the contractor(s) to inspect and observe important issues regarding the project to ensure accurate cost estimates.
- 6.3. **Project Quotations:** After a site review of the project, Contractor shall submit the project quote to the Member within the specified time frame. Quotes should be easily verifiable against the contract pricing and include the 1GPA contract number.

1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include scope of work, overall price of the project, project time restrictions, and other practices determined by the Member.

## SCOPE OF WORK

- 6.4. **Purchase Order:** The Member shall issue a purchase order upon approval of the quotation and prior to the commencement of any work. The purchase order should reference the 1GPA contract number. **No work shall commence until a purchase order is issued by the requesting Member.**
- 6.5. **Delivery and Installation:** Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received unless otherwise agreed upon by the Member and the Contractor. Materials shall be delivered to the worksite in new, dry, unopened and well-marked containers showing the product and Contractor's name. Damaged or unlabeled materials may be rejected by the Member. Materials will be delivered in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the designated Member's representative. Damaged or rejected materials shall be immediately removed from the work area unless otherwise approved by the Member.
- 6.6. **Preconstruction Meeting:** When requested by the Member, the Contractor will arrange a meeting at the site with the supervisor and the Member to review site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc.
- 6.7. **Final Cleanup:** Final cleanup shall include replacing any materials disturbed as a result of erecting or removing barricades, removal and proper disposal of all debris generated, and repair of defaced or disfigured finishes caused by work performed including any concrete structures where asphalt products have been splashed.
- 6.8. **Final Inspection:** Each job will have a final inspection by the Member and/or governing authorities prior to final payment. Deficiencies shall be corrected within three (3) business days unless otherwise agreed upon between the Member and the Contractor.
- 6.9. **Invoicing:** After completion of services, the Contractor shall submit a detailed invoice to the Member. The invoice should be easily verifiable against the contract pricing schedule and shall include the Member's purchase order number, the 1GPA contract number and the job location.
- 6.10. **Payment After Job Completion:** Payment shall not be provided until inspection is completed and an approval signature is provided by the authorized Member representative. In case of non-satisfactory completion of any individual project, the Member reserves the right to withhold payment as permissible by law.
- 6.11. **Progress Payments:** Members may make progress payments under the following conditions:
- 6.11.1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
  - 6.11.2. Purchase order describes the amounts or percentages and the dates or frequency of payments
  - 6.11.3. Payments are made in full compliance with Member's local governing entity rules

## 7. OTHER

Other supplementary products and services associated with asphalt products and services offered but not specifically listed herein.

## SUBMITTAL REQUIREMENTS

### 1. ELECTRONIC SUBMITTAL - REQUIRED:

An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in this Solicitation or as amended in writing by 1GPA. Bids will not be received or considered after the time stated in this Solicitation (or as amended). Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least ONE (1) day before Bid Due Date and Time to begin the uploading process and to finalize your submission.

### 2. BID FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPENGOV PROCUREMENT:

Each bid should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting bids in response to this Solicitation. Complete each section on the OpenGov Procurement platform for this project. Items marked with an asterisk require a response to submit your bid. Failure to include the requested information may have a negative impact on the evaluation of the bid.

### 3. PRICING TABLE:

Complete the pricing tables in OpenGov Procurement for this project. **You must enter a minimum discount, maximum cost, or No Bid for each line item as indicated on every table.** Additional pricing information may be uploaded under item 6. "Cost" of the Vendor Submission section of this project on the OpenGov Procurement online portal.

Any reference to a manufacturer is not intended to limit or restrict a bid by any vendor but is only enumerated in order to advise potential bidders of the requirements of 1GPA. Any like manufacturers/items will be considered.

### 4. AMENDMENT ACKNOWLEDGEMENT:

Solicitation amendments shall be acknowledged through the OpenGov Procurement portal during bid submission. If an amendment is issued after your bid has been submitted to the portal, you must log back in, unsubmit your bid, acknowledge the new amendment and resubmit the bid. Click the "?" in the top right corner of the home screen to access the OpenGov Procurement Help Center or use the chat feature in the lower right-hand corner to ask for assistance from OpenGov Procurement.



1GPA

## Procurement

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

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### PROPOSAL DOCUMENT REPORT

IFB PV No. IFB #22-15P

Asphalt Products and Services

RESPONSE DEADLINE: April 25, 2022 at 11:00 am

Report Generated: Friday, May 20, 2022

### Weems Asphalt, LLC Proposal

#### CONTACT INFORMATION

**Company:**

Weems Asphalt, LLC

**Email:**

craigw@weemasphalt.com

**Contact:**

Craig Weems

**Address:**

535 North 51st Avenue Ste. 200  
Phoenix, AZ 85043

**Phone:**

N/A

**Website:**

[www.weemasphalt.com](http://www.weemasphalt.com)

**Submission Date:**

Apr 25, 2022 7:24 AM

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Apr 14, 2022 4:26 PM by Craig Weems*

Addendum #2

*Confirmed Apr 14, 2022 4:26 PM by Craig Weems*

## QUESTIONNAIRE

### 1. Bid Requirements\*

Confirm that you have read the requirements of the solicitation, your firm's full understanding of the requirements of the Scope of Work detailed in the Solicitation Document and the ability of your firm to comply with all the terms, requirements, and conditions of the resultant contract.

Confirmed

### 2. General Information

#### BID 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.

Craig Weems - President - (602)679-0015 - craigw@weemasphalt.com

#### SALES CONTACT\*

Provide the name, title, phone number, and email address of the per 1GPA Members will contact for inquiries and quotes related to the contract resulting from this solicitation.

Candice Stofko - Business Development - (602)695-6702 - candice@weemasphalt.com

### 3. Cooperative Purchasing Program

#### CONTRACT ADMINISTRATION REQUIREMENTS\*

Do you understand the Cooperative Purchasing Program and will you comply with the contract administration requirements of 1GPA?

Yes

#### VOLUME TRACKING

Briefly describe your process for volume tracking and reporting contract sales to 1GPA.

Weems Asphalt will assign a Single Point of Contact for this contract with 1GPA. This individual will be required to update 1GPA monthly on awarded contacts procured through 1GPA. In addition, our estimating system (B2W) will allow us to create a new Cost Code that will be used in all 1GPA estimates we produce. Once we receive a contract, budgets will be set up in our Accounting System (Foundation) that will include a Cost Code and budget for 1GPA fee. At any time we would have no problem allowing 1GPA to come in and audit our process. It's our goal to have a great working relationship with 1GPA, and that will begin with a structured process and open communications.

#### 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

### 4. Qualifications and Experience

The following items will be considered when determining the responsibility of the vendor (see Special Terms and Condition #30 of the solicitation document)

#### HISTORY OF THE FIRM\*

Provide a brief history of the firm.

Weems Asphalt was founded on September 9, 2019 by Craig Weems. Unlike most companies, Weems was not planning on creating a new company as he served as The President & COO of one of the largest asphalt construction companies in the Southwest. But, in 2018, Weems parted ways with his employer and it was during that time he made the decision to form Weems Asphalt. Weems Vision for the company emphasized a heavy focus on transformational management versus transactional management, where collaboration occurs, and each team member has a voice. Weems Asphalt is a company equally focused on the personal and professional growth of their team as they are project outcomes. It is this approach that creates great outcomes for our Clients, Subcontractors, Industry Partners and others that we Partner with every day.

At the onset, our immediate focus was in the commercial sector of the asphalt maintenance business, where we could develop trusting relationships with Property Managers, Facility Managers and Owners. Because of our past Public Sector experience Hunter Contracting asked if we could perform paving work on their Town of Gilbert CMAR (Construction Manager @ Risk) Project. Today, we are almost completed with the installation of almost 50,000 tons of hot mix asphalt! In our first year (Calendar Year 2020) we performed over 225 projects with almost 100 different clients. By the end of our first year, our team was consisted of 30 dedicated employees.

In 2021, we managed to double our revenue and procure two qualifications based JOC Contracts with the City of Phoenix and Maricopa County Facilities. Our firm was also selected by Legacy Sports USA to install over 19,000 tons of asphalt at their new facility in Mesa, the largest sports complex of its kind in North America. This project had to be completed by end of January of 2022 and we completed our work in early December. In addition to Legacy, our firm completed John McCain Elementary School which consisted of approximately 3,900 tons of asphalt placement. By year end, our team of just under 60 full time employees performed 457 successful projects for over 300 clients!

To date, 2022 has been a great year so far! In January, our firm was selected by Nissan Technical Center of North America (Stanfield, AZ) to construct several vehicle testing courses. Constructing pavements at test tracks requires attention to detail as the specified requirements are some of the most challenging in our industry. Our team prepared for the work and the outcomes were fantastic. Nissan staff communicated to our team that our work generated the smoothest pavement at their facility! This year we have already performed multiple JOC projects for Maricopa County and City of Phoenix with contract values ranging from ten thousand dollars to over a million. By year end, we are projecting our firm will perform over 600 projects!

In over 2.5 years we have well over 100,000 Project Manhours without a lost time accident.

#### LOCATIONS\*

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

Weems\_Aspphalt\_-\_Office\_Location.pdf

#### CORPORATION COMMISSION\*

Upload your registration information with the Arizona Corporation Commission or other state(s) as applicable.

Articles\_of\_Organization.pdf

#### CONTRACTOR'S LICENSE\*

Upload a copy(ies) or a list of your firm's current contractor's licenses.

Contractors\_Licenses\_Expire\_04.30.23.pdf

#### YEARS OF EXPERIENCE\*

Provide the number of years your firm has been providing the products/services being offered.

Just over 2.5 years

#### KEY PERSONNEL\*

Download the below document, complete, and upload. Resumes or any other additional information may also be uploaded here.

- [Key Personnel 22-15P.docx](#)

Craig\_Weems\_Resume.pdfMike\_Moertl\_Resume.pdfRay\_Caiola\_Resume.pdfKey\_Personnel\_22-15P\_(1).pdfWeems\_Aspphalt\_-\_Public\_Sector\_Experience.pdf

#### REFERENCES/PERFORMANCE EVALUATION SURVEYS

Provide five (5) references, preferably government entities, for which your firm has provided similar products/services in the past. Download the below document, complete and upload. Additional project or reference information may also be uploaded here.

- [Performance Evaluation 22-1...](#)

1GPA\_Performance\_Evaluation\_1.pdf1GPA\_Performance\_Evaluation\_2.pdf1GPA\_Performance\_Evaluation\_3.pdf1GPA\_Performance\_Evaluation\_4.pdf1GPA\_Performance\_Evaluation\_5.pdf

FINANCIAL DISCLOSURE QUESTIONNAIRE - LONG FORM\*

Download the below document, complete, and upload.

- [Financial Disclosure Questi...](#)

Financial\_Disclosure\_Questionnaire\_-\_Long\_Form.pdf

## 5. Products and Services

PRODUCTS AND SERVICES OFFERED\*

Provide information regarding the products and services your firm provides related to the Scope of Work for this solicitation.

**Weems Asphalt provides the following services:**

- Parking Lot Striping
- Bollards (Remove/Install)
- Wheel Stop (Install/Remove)
- Parking Lot Sweeping
- Crack Seal (Conventional and Wide Cracks)
- Seal Coating (All Product Types)
- Slurry Seal

- Sawcut (Asphalt & Concrete)
- Demo (Asphalt and Concrete)
- Asphalt Milling
- Asphalt Pulverizing
- Grading
- Asphalt Paving
- Asphalt Patching
- Asphalt Skin Patching
- Installation of Speed Bumps
- Installation of Speed Humps & Tables
- Cement Treated Base
- Lime Treated Base
- Concrete (All types)

#### SUPPLEMENTAL INFORMATION

Upload any supplemental information regarding products and/or services offered that you would like to include in your response here (if applicable)

Weems\_Brochure\_Interactive.pdfWeems\_Aspphalt\_-\_Significant\_Projects.pdf

#### **6. Cost**

Please complete the pricing tables included in the "Pricing" section of this project and provide other information as requested in this section.

#### BASE LOCATION

Not-to-exceed prices listed on the Asphalt Products and Services Pricing Tables should be for the Phoenix Metro area if available. If your firm does not provide services in this area, provide the state/region for which the not-to-exceed prices apply. This pricing table will also be used as the basis for the Regional Price Adjustment Section of this project.

No response submitted

#### REGIONAL PRICE ADJUSTMENTS\*

Download the below document, complete, and upload per instructions on the form. If your firm offers an alternate regional pricing structure, please complete Tab 2 of the attached form. Additional information may also be uploaded here.

- [22-15P\\_Regions.xlsx](#)

22-15P\_Regions\_(1).pdf

#### ADDITIONAL PRODUCTS AND SERVICES

Upload not-to-exceed rates for any additional products and services related to the scope of work for this project that your firm wishes to make available to 1GPA Members if awarded under this contract.

No response submitted

#### EXTENDED WARRANTY

If your firm offers extended warranties, please upload program information and pricing here.

No response submitted

## 7. Forms

#### BID SECURITY\*

School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of the construction contract will exceed the amount established by Arizona Administrative Code (A.A.C.) R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of \$100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified check, or an annual or one-time bid bond underwritten by a surety company licensed to issue bonds in the appropriate state construction will take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

Please scan and upload a copy of your bid security under item 7.2 "Bid Security Form". Bidder should also MAIL bid security no later than the bid due date and time addressed to

1GPA

Attention: Rebecca Seifert

1910 West Washington Street

Phoenix, AZ 85009

Please have the Bidder Name, Contract Title ("Asphalt Products and Services"), and Contract Number ("IFB #22-15P") listed clearly on the outside of the envelope.

Confirmed

#### BID SECURITY FORM\*

Download the sample bid bond form below. Upload a copy of your bid bond here. Mail the original copy as instructed under 7.1 Bid Security.

- [Bid Bond Form.docx](#)

Bid\_Bond.pdf

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE (UPLOAD PROJECT SPECIFIC DOCUMENT)\*

Download the below document, complete, and upload.

- [O&A 22-15P.docx](#)

Bidder's\_Bid\_and\_Contract\_Acceptance.pdf

2CFR SECTION 200 CERTIFICATION\*

Download the below document, complete, and upload.

- [2CFR Section 200 Certificat...](#)

2CFR\_Section\_200\_Certification.docx.pdf

COI FORM\*

Download the below document, complete, and upload.

- [COI Form.docx](#)

Certificate\_of\_Insurance\_with\_Endorsements.pdf

CONFIDENTIAL PROPRIETARY SUBMITTAL FORM\*

Download the below document, complete, and upload.

- [Confidential Proprietary Su...](#)

Confidential\_Proprietary\_Submittal\_Form.pdf

DEBARMENT CERTIFICATION\*

Download the below document, complete, and upload.

- [Debarment Certification.docx](#)

Debarment\_Certification.pdf

MWBE AND HUB\*

Download the below document, complete, and upload.

- [MWBE and HUB.docx](#)

MWBE\_and\_HUB.pdf

NON COLLUSION AFFIDAVIT\*

**THIS FORM MUST BE NOTARIZED.** Download the below documents, complete, and upload.

- [Non Collusion Affidavit.docx](#)

Non\_Collusion\_Affidavit.pdf

W-9\*

Download the below documents, complete, and upload.

- [W-9.docx](#)

W-9.pdf

ANTITRUST CERTIFICATION STATEMENT\*

Download the below documents, complete, and upload.

- [Antitrust Certification.docx](#)

Antitrust\_Certification.pdf

## PRICE TABLES

### ASPHALT PRODUCTS AND SERVICES

Bidder should provide not-to-exceed pricing for the various products/services listed below as applicable for the Phoenix Metro area (or your Base Location identified in Item 6.1 of the Vendor Submission section of this project). Prices shall include all labor, materials, equipment, necessary to provide the item requested. Include any pricing not specifically listed under item 6.3 "Additional Products

and Services" of the Vendor Submission section of this project. You must enter a not-to-exceed rate or "No Bid" for every line item. Any manufacturer's name, trade name, brand name, or product number used below is for the purpose of describing and/or establishing quality, design and performance. Any such references are not intended to limit or restrict vendor's bids.

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
<b>Asphalt Surface Patch</b>						
1	Mobilization	Flat Fee		\$925.00		
2	Per Square Foot Per Inch, Less than 10,000 SQFT	Per SQFT Per Inch		\$1.95		
3	Per Square Foot Per Inch, Greater than 10,000 SQFT	Per SQFT Per Inch		\$1.45		
<b>Asphalt Removal/Replacement</b>						
4	Mobilization Charge	Flat Fee		\$1,650.00		
5	2 Inch Depth, Under 10,000 SQFT	SQFT		\$3.50		
6	2 Inch Depth, Over 10,000 SQFT	SQFT		\$2.75		
7	3 Inch Depth, Under 10,000 SQFT	SQFT		\$4.55		
8	3 Inch Depth, Over 10,000 SQFT	SQFT		\$3.75		
9	4 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT		\$5.70		
10	4 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT		\$4.75		
11	5 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT		\$6.70		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
12	5 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT		\$5.75		
13	6 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT		\$7.70		
14	6 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT		\$6.75		
<b>Asphalt Speed Bumps</b>						
15	Mobilization Charge	Flat Fee		\$800.00		
16	Speed Bumps (18" Wide x 24 Linear Feet) at 3" Height	Each		\$850.00		
<b>Asphalt Speed Humps/Tables</b>						
17	Mobilization Charge	Flat Fee		\$850.00		
18	Speed Humps (3' Wide x Street Width) at 3" Height	SQFT		\$1,325.00		
19	Speed Humps (12' Wide x Street Width) at 3" Height	SQFT		\$2,350.00		
20	Speed Humps (14' Wide x Street Width) at 3" Height	SQFT		\$2,525.00		
21	Speed Tables (22' Wide x Street width) at 3" Height	SQFT		\$3,400.00		
<b>Asphaltic Concrete Paving and Overlay</b>						
22	Mobilization Charge	Flat Fee		\$2,250.00		
23	1" Depth	SQFT		\$1.05		
24	1-1/2" Depth	SQFT		\$1.45		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
25	2" Depth	SQFT		\$1.85		
26	3" Depth	SQFT		\$2.70		
27	4" Depth - 2 Lifts	SQFT		\$3.60		
<b>Asphalt Concrete Fabric Overlay</b>						
28	Mobilization	Flat Fee		No Bid	X	
29	Fabric Overlay	SQFT		No Bid	X	
<b>Asphalt Milling</b>						
30	Mobilization	Flat Fee		\$1,300.00		
31	Asphalt Milling Per Inch Deep	SQYD		\$1.20		
<b>Ultra Thin Bonded Wearing Course</b>						
32	Mobilization	Flat Fee		No Bid	X	
33	Residential Streets: 1.25" to 1.5" in Thickness	SQYD		No Bid	X	
34	Arterial/Collector Streets: 1.0" to 1.25" in Thickness	SQYD		No Bid	X	
35	Edge Milling at Depth of Wearing Course	SQYD		No Bid	X	
<b>Asphalt Sawcutting</b>						
36	Mobilization	Flat Fee		\$300.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
37	Per Inch of Thickness	LF		\$0.95		
<b>Concrete Sawcutting</b>						
38	Mobilization	Flat Fee		\$400.00		
39	Per Inch of Thickness	LF		\$1.15		
<b>Parking Lot Sweeping</b>						
40	Mobilization	Flat Fee		\$300.00		
41	Parking Lot Sweeping	SQFT		\$0.03		
<b>Hot Rubber Crack Seal</b>						
42	Mobilization	Flat Fee		\$650.00		
43	Hot Rubber Crack Seal	LB		\$2.50		
<b>Wide Crack Seal</b>						
44	Mobilization	Flat Fee		\$1,100.00		
45	Wide Crack Seal	LB		\$4.60		
<b>Asphalt Emulsion Sealer, Spray Applied, SealMaster MasterSeal or Equivalent (enter alternate product in the "Comments" section)</b>						
47	Mobilization	Flat Fee		\$800.00		
48	First Coat	SQFT		\$0.09		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
49	Second Coat	SQFT		\$0.04		
<b>Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (enter alternate product in the "Comments" section)</b>						
50	Mobilization	Flat Fee		\$800.00		
51	First Coat	SQFT		\$0.12		
52	Second Coat	SQFT		\$0.04		
<b>Asphalt Emulsion Sealer, Squeegee Applied, (enter product name in the "Comments" section)</b>						
53	Mobilization	Flat Fee		\$800.00		GuardTop Ultra
54	First Coat	SQFT		\$0.13		GuardTop Ultra
55	Second Coat	SQFT		\$0.03		GuardTop Ultra
<b>Asphalt Emulsion Sealer, Squeegee/Spray Applied, SealMaster PMM or Equivalent (enter alternate product in the "Comments" section)</b>						
56	Mobilization	Flat Fee		\$800.00		
57	First Coat - Squeegee	SQFT		\$0.13		
58	Second Coat - Spray	SQFT		\$0.03		
<b>Asphalt Emulsion Sealer, Squeegee/Spray Applied, SealMaster Liquid Road or Equivalent (enter alternate product in the "Comments" section)</b>						

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
59	Mobilization	Flat Fee		\$800.00		
60	First Coat - Squeegee	SQFT		\$28.00		
61	Second Coat - Spray	SQFT		\$10.00		
<b>Scrub Seal</b>						
62	Mobilization	Flat Fee		No Bid	X	
63	Scrub Seal	SQFT		No Bid	X	
<b>Tire Rubber Modified Surface Sealer (TRMSS)</b>						
64	Mobilization	Flat Fee		No Bid	X	
65	TRMSS	SQFT		No Bid	X	
<b>Conventional Type II Slurry Seal</b>						
66	Mobilization	Flat Fee		\$4,900.00		
67	Conventional Type II Slurry Seal	SQYD		\$6.25		
<b>Latex/Polymer Modified II Slurry Seal</b>						
68	Mobilization	Flat Fee		\$4,900.00		
69	Latex/Polymer Modified II Slurry Seal	SQYD		\$6.50		
<b>Microseal Type II Slurry Seal</b>						

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
70	Mobilization	Flat Fee		\$4,900.00		
71	Microseal Type II Slurry Seal	SQYD		\$6.75		
<b>Single Chip Seal</b>						
72	Mobilization	Flat Fee		\$5,000.00		
73	Single Chip Seal	SQYD		\$5.75		
<b>Double Chip Seal</b>						
74	Mobilization	Flat Fee		\$5,000.00		
75	Double Chip Seal	SQYD		\$8.50		
<b>Polymer Modified Asphalt Chip Seal</b>						
76	Mobilization	Flat Fee		No Bid	X	
77	Polymer Modified Asphalt Chip Seal	SQYD		No Bid	X	
<b>Terminal Blend Rubber Chip Seal</b>						
78	Mobilization	Flat Fee		No Bid	X	
79	Terminal Blend Rubber Chip Seal	SQYD		No Bid	X	
<b>Acrylic Modified Asphalt Emulsion Seal</b>						
80	Mobilization	Flat Fee		No Bid	X	

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
81	Acrylic Modified Asphalt Emulsion Seal	SQFT		No Bid	X	
<b>Fog Seal or Tack Seal</b>						
82	Mobilization	Flat Fee		\$600.00		
83	Fog Seal or Tack Seal	SQFT		\$0.06		
<b>Excavation, Demo/Haul Asphalt, Dirt, Etc.</b>						
84	Mobilization	Flat Fee		\$3,000.00		
85	Non-Concrete	Cubic Yard		\$180.00		
86	Concrete	Cubic Yard		\$350.00		
87	Concrete with Rebar	Cubic Yard		\$425.00		
<b>Dump Fees</b>						
88	Non-Concrete	Cubic Yard		\$35.00		
89	Concrete	Cubic Yard		\$45.00		
90	Organic	Cubic Yard		\$125.00		
<b>Place and Compact Fill or ABC/GSA Materials</b>						
91	Mobilization	Flat Fee		\$3,000.00		
92	Per Inch of Thickness	SQFT		\$0.49		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
<b>Grade Area</b>						
93	Mobilization	Flat Fee		\$3,000.00		
94	Grade Area	SQYD		\$2.95		
<b>Soil Stabilization - Cement</b>						
95	Mobilization	Flat Fee		\$10,500.00		
96	Blend/Compact at 4% Volume at 6"	SQYD		\$7.50		
97	Blend/Compact at 4% Volume at 8"	SQYD		\$8.50		
98	Blend/Compact at 4% Volume by 12"	SQYD		\$10.00		
99	Blend/Compact at 6% Volume at 6"	SQYD		\$8.00		
100	Blend/Compact at 6% Volume at 8"	SQYD		\$9.50		
101	Blend/Compact at 6% Volume at 12"	SQYD		\$12.00		
102	Blend/Compact at 9% Volume at 6"	SQYD		\$11.00		
103	Blend/Compact at 9% Volume at 8"	SQYD		\$12.50		
104	Blend/Compact at 9% Volume at 12"	SQYD		\$17.50		
<b>Soil Stabilization - Hydrated Lime</b>						
105	Mobilization	Flat Fee		\$10,500.00		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
106	Blend/Compact at 2% Volume at 6"	SQYD		\$8.00		
107	Blend/Compact at 2% Volume at 8"	SQYD		\$9.00		
108	Blend/Compact at 2% Volume by 12"	SQYD		\$10.50		
109	Blend/Compact at 4% Volume at 6"	SQYD		\$9.25		
110	Blend/Compact at 4% Volume at 8"	SQYD		\$10.25		
111	Blend/Compact at 4% Volume at 12"	SQYD		\$11.75		
112	Blend/Compact at 6% Volume at 6"	SQYD		\$10.25		
113	Blend/Compact at 6% Volume at 8"	SQYD		\$12.00		
114	Blend/Compact at 6% Volume at 12"	SQYD		\$15.00		
<b>Dust Palative</b>						
115	Mobilization	Flat Fee		\$1,450.00		
116	Topical Application 1 to 5,000 SQYD	Per SQYD		\$6.50		
117	Topical Application 5,001 to 10,000 SQYD	Per SQYD		\$6.00		
118	Topical Application 10,001 to 20,000 SQYD	Per SQYD		\$5.50		
119	Topical Application 20,001+ SQYD	Per SQYD		\$5.00		
120	Blended Application to 6", 1 to 5,000 SQYD	Per SQYD		\$9.75		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
121	Blended Application to 6", 5,001 to 10,000 SQYD	Per SQYD		\$8.75		
122	Blended Application to 6", 10,001 to 20,000 SQYD	Per SQYD		\$8.00		
123	Blended Application to 6", 20,001+ SQYD	Per SQYD		\$7.75		
<b>Soil Sterilization</b>						
124	Mobilization	Flat Fee		\$300.00		
125	1 to 50,000 SQFT	Per SQFT		\$0.06		
126	50,001 to 100,000 SQFT	Per SQFT		\$0.05		
127	100,001 to 200,000 SQFT	Per SQFT		\$0.04		
128	200,001+ SQFT	Per SQFT		\$0.03		
<b>Single Pass Asphalt Recycling</b>						
129	Mobilization	Flat Fee		No Bid	X	
130	2" Asphaltic Concrete	SQFT		No Bid	X	
131	3" Asphaltic Concrete	SQFT		No Bid	X	
132	4" Asphaltic Concrete	SQFT		No Bid	X	
133	5" Asphaltic Concrete	SQFT		No Bid	X	
<b>Striping and Safety</b>						

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
134	Mobilization - Acrylic Striping	Flat Fee		\$500.00		
135	Mobilization - Thermoplastic	Flat Fee		\$1,200.00		
136	Restripe: Acrylic 4" Wide	LF		\$0.25		
137	Restripe: Acrylic 6" Wide	LF		\$0.35		
138	Restripe: Acrylic 8" Wide	LF		\$0.45		
139	Restripe: Acrylic 12" Wide	LF		\$0.60		
140	New Layout: Acrylic 4" Wide	LF		\$0.30		
141	New Layout: Acrylic 6" Wide	LF		\$0.41		
142	New Layout: Acrylic 8" Wide	LF		\$0.53		
143	New Layout: Acrylic 12" Wide	LF		\$0.65		
144	Thermoplastic, 4" Wide	LF		\$1.20		
145	Thermoplastic, 6" Wide	LF		\$1.60		
146	Thermoplastic, 8" Wide	LF		\$2.00		
147	Thermoplastic, 12" Wide	LF		\$2.45		
148	Glass Beads, 4" Line	LF		\$0.45		
149	Glass Beads, 6" Line	LF		\$0.62		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
150	Glass Beads, 8" Line	LF		\$0.88		
151	Glass Beads, 12" Line	LF		\$1.32		
152	Curb (Top and Face), Red	LF		\$0.90		
153	Curb (Top and Face), Other Colors	LF		\$0.90		
154	Handicap Stencils	Each		\$57.00		
155	3' Arrows	Each		\$19.00		
156	6' Arrows	Each		\$28.00		
157	4-6" Numbers/Letters	Each		\$1.70		
158	10-12" Numbers/Letters	Each		\$1.80		
159	20-24" Numbers/Letters	Each		\$6.00		
160	30-36" Numbers/Letters	Each		\$10.00		
161	6' Department of Transportation Letters or Numbers	Each		\$16.00		
162	Speed Bump Stripe	Each		\$40.00		
163	Speed Hump 3' Stripe	Each		\$75.00		
164	Speed Hump 12' Stripe	Each		\$140.00		
165	Speed Hump 14' Stripe	Each		\$170.00		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
166	Speed Table 22' Stripe	Each		\$205.00		
167	Paint 4" Bollard	Each		\$16.00		
168	Paint 6" Bollard	Each		\$20.00		
169	Paint 8" Bollard	Each		\$25.00		
170	Signage with 2" Round Post or U-Channel	Each		\$535.00		
171	Signage with 2" Round Post or U-Channel in Concrete	Each		\$535.00		
172	Installation - Stop and Sign Post	Each		\$535.00		
173	Fire Lane Sign and Post, Single Sided	Each		\$375.00		
174	Handicapped Sign and Post, Single Sided	Each		\$375.00		
175	Double-Sided Sign and Post	Each		\$445.00		
176	Ceramic Reflector - Installed	Each		\$17.00		
177	Square Reflector, Installed	Each		\$17.00		
178	Blue Reflector, Installed	Each		\$20.00		
<b>Manhole Adjustments</b>						
179	Mobilization	Flat Fee		\$700.00		
180	Charge to Lower	Each		\$500.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
181	Charge to Raise	Each		\$800.00		
<b>Water/Sewer/Gas Cover Adjustments</b>						
182	Mobilization	Flat Fee		\$700.00		
183	Charge to Lower	Each		\$565.00		
184	Charge to Raise	Each		\$600.00		
<b>Survey Monuments</b>						
185	Mobilization	Flat Fee		\$700.00		
186	Type A: Charge to Lower	Each		\$350.00		
187	Type A: Charge to Raise	Each		\$540.00		
188	Type B: Charge to Lower	Each		\$350.00		
189	Type B: Charge to Raise	Each		\$570.00		
<b>Riser Ring Adjustments</b>						
190	Mobilization	Flat Fee		\$700.00		
191	Manhole	Each		\$750.00		
192	Water/Sewer	Each		\$600.00		
<b>Concrete Single Curb - 6"x18"</b>						

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
193	Mobilization	Flat Fee		\$1,900.00		
194	1-200	LF		\$43.00		
195	201-500	LF		\$37.00		
196	501-1000	LF		\$35.00		
197	1001+	LF		\$30.00		
<b>Concrete Curb and Gutter - 6" High Curb &amp; 6" Thick Gutter</b>						
198	Mobilization	Flat Fee		\$1,900.00		
199	1-200	LF		\$48.50		
200	201-500	LF		\$42.00		
201	501-1000	LF		\$38.00		
202	1000+	LF		\$33.50		
<b>Concrete Flatwork</b>						
203	Mobilization	Flat Fee		\$1,900.00		
204	4" Thick per SQFT - 1 to 500 SQFT	SQFT		\$10.50		
205	4" Thick per SQFT - 501 to 1000 SQFT	SQFT		\$9.50		
206	4" Thick per SQFT - 1001+ SQFT	SQFT		\$8.00		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
207	6" Thick per SQFT - 1 to 500 SQFT	SQFT		\$11.90		
208	6" Thick per SQFT - 501 to 1000 SQFT	SQFT		\$10.80		
209	6" Thick per SQFT - 1001+ SQFT	SQFT		\$10.00		
210	8" Thick per SQFT - 1 to 500 SQFT	SQFT		\$17.25		
211	8" Thick per SQFT - 501 to 1000 SQFT	SQFT		\$16.25		
212	8" Thick per SQFT - 1001+ SQFT	SQFT		\$15.10		
213	12" Thick per SQFT - 1 to 500 SQFT	SQFT		\$21.00		
214	12" Thick per SQFT - 501 to 1000 SQFT	SQFT		\$20.00		
215	12" Thick per SQFT - 1001+ SQFT	SQFT		\$19.00		
216	Additional Charge for Wire Mesh	SQFT		\$3.00		
217	Additional Charge for Fiber Mesh	SQFT		\$3.00		
218	Additional Charge for #3 Rebar	SQFT		\$3.00		
219	Additional Charge for Post Tension	SQFT		\$7.00		
<b>Concrete Doweling</b>						
220	3/8"x12" Steel Dowels, Installed	Each		\$8.00		
221	1/2"x12" Steel Dowels, Installed	Each		\$9.00		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
<b>Concrete Extruded Curb - No Rebar</b>						
222	Mobilization	Flat Fee		\$900.00		
223	1 to 300 per Linear Foot	LF		\$13.00		
224	301 to 500 per Linear Foot	LF		\$12.00		
225	501+ per Linear Foot	LF		\$11.00		
<b>Concrete Extruded Curb - With Rebar</b>						
226	Mobilization	Flat Fee		No Bid	X	
227	1 to 300 per Linear Foot	LF		No Bid	X	
228	301 to 500 per Linear Foot	LF		No Bid	X	
229	501+ per Linear Foot	LF		No Bid	X	
<b>Precast Safety Curbs</b>						
230	Mobilization	Flat Fee		\$650.00		
231	Remove and Stockpile Existing Curbs	Each		\$33.00		
232	Repin Existing Curbs	Each		\$33.00		
233	New 6' Curbs, 1 to 20 per each	Each		\$70.00		
234	New 6' Curbs, 21+ per each	Each		\$65.00		

PROPOSAL DOCUMENT REPORT  
 IFB PV No. IFB #22-15P  
 Asphalt Products and Services

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Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
<b>Safety Bollards</b>						
235	Mobilization	Flat Fee		\$925.00		
236	4" Diameter, Concrete Filled	Each		\$725.00		
237	6" Diameter, Concrete Filled	Each		\$830.00		
238	8" Diameter, Concrete Filled	Each		\$975.00		
<b>Construction Survey</b>						
239	Registered Surveyor, 1 Man and Equipment	Per Hour		\$285.00		
240	Non-Registered Surveyor, 2 Men and Equipment	Per Hour		\$295.00		
<b>Other</b>						
241	Asphalt Cleaning/Prep	SQFT		\$0.03		
242	Traffic Control	Per Day		\$2,500.00		
243	Sweeping	Per Hour		\$155.00		



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**WE DRIVE ON  
OUR REPUTATION.**





# ABOUT

In order to live out our purpose of protecting our customers' investments, Weems is committed to unwavering quality and service delivered on every project... every time. Our experienced team members are deeply committed to your project's success and will guide your project from the pre-construction phase through project completion. From pavement maintenance and repair to grading and overall portfolio management, we provide asphalt solutions for time-sensitive applications along with the technical know-how.

It is that service, executed through the most knowledgeable and experienced team, that is evident in delivering the best solutions for commercial, residential, and municipal asphalt projects throughout Arizona.

# OUR PURPOSE

We exist to protect our customers' investments by providing the best pavement maintenance solutions and outstanding service, professionally delivered by passionate people.

# CORE VALUES



PROTECT EVERYONE



GREAT PREPARATION ENSURES OUTSTANDING RESULTS



ACTIONS OVER WORDS



GROWTH MINDSET



PERPETUATE PASSION

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# FAST FACTS

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**60**  
TEAM  
MEMBERS

**80**   
PIECES OF  
EQUIPMENT  
PURCHASED

OVER  
**2.5 MILLION**  
GALLONS OF  
SEAL COAT APPLIED

OVER  
**4 MILLION**  
LBS OF  
CRACK SEAL APPLIED

OVER  
**750,000**  
TONS OF  
ASPHALT  
PLACED

**1**  
ACQUISITION OF A  
LOCAL ASPHALT  
COMPANY



OVER  
**\$5.5 MILLION**  
INVESTED IN  
EQUIPMENT IN THE PAST  
TWO YEARS

“I highly recommend using Weems Asphalt for all your pavement maintenance needs. From seal coat to a complete remove and replace, the Weems Team is as good as it gets!”

– CHASE MCGAREY  
SOUTHWEST RETAIL GROUP, INC.

## SERVICES

- + Seal coating
- + Crack seal
- + Asphalt paving
- + Asphalt repair
- + Milling & pulverization
- + Soil stabilization
- + Striping & signage
- + Grading
- + Concrete

Weems has not had a lost time accident since inception (09.09.2019)

OVER  
**125,000**  
PROJECT  
MANHOURS



HOA/MULTI-FAMILY



COMMERCIAL



PUBLIC WORKS

# EQUIPMENT

## + Seal Coating

Year	Make	Model
2019	Seal Rite	TR-1000 Gallon Seal Tank w/ Pony Motor
	Seal Rite	TR-550 Gallon Seal Tank w/ Pony Motor
2020	Peterbilt	2000 Gallon Seal Coat Truck
	Peterbilt	2000 Gallon Seal Coat Truck
	Seal Master	SP 575 Duel Seal Machine
	Proterra	Parking Lot Sweeper
	Argo	Argo 14' Trailer
2021	Northstar	Heavy Duty Power Washer
	Neal Manufacturing	DA 350 Seal Machine
	Neal Manufacturing	DA 350 Seal Machine
2022	Argo	Argo 14' Trailer
	Peterbilt	2000 Gallon Seal Coat Truck
	Argo	Argo 14' Trailer

## + Stripping

Year	Make	Model
2019	Big Tex	Big Tex Trailer
2020	Graco	5200 LineLazor Stripping Machine
	Graco	3100 LineLazor Stripping Machine
	Graco	3100 LineLazor Stripping Machine
	Big Tex	Big Tex Box Trailer
	Big Tex	Big Tex Box Trailer
2021	Argo	Argo 14' Trailer
	Northstar	Heavy Duty Power Washer
	Neal Manufacturing	DA 350 Seal Machine
2022	Neal Manufacturing	DA 350 Seal Machine
	Argo	Argo 14' Trailer
2022	Peterbilt	2000 Gallon Seal Coat Truck
	Argo	Argo 14' Trailer



# EQUIPMENT(cont.)

## + Crack Seal

Year	Make	Model
2010	Toyota	5 Ton Forklift
2019	Crafco	SS-125 Crack Fill Machine
	Ditch Witch	FX 20 Vacuum
2020	Seal Master	100 Gallon EZ Pour
	Seal Master	100 Gallon EZ Pour
	VanAir	Viper Air Compressor
	VanAir	Viper Air Compressor
	Ditch Witch	S-45 Vacuum Trailer
	Ditch Witch	S-45 Vacuum Trailer

Year	Make	Model
2021	Bearcat	BK 400 Gallon Crack Fill Machine
	Bearcat	BK 400 Gallon Crack Fill Machine
	Ditch Witch	FX 20 Vacuum
	Ditch Witch	FX 20 Vacuum
	VanAir	Viper Air Compressor
	Ditch Witch	S-45 Vacuum Trailer
2022	Bearcat	BK 400 Gallon Crack Fill Machine



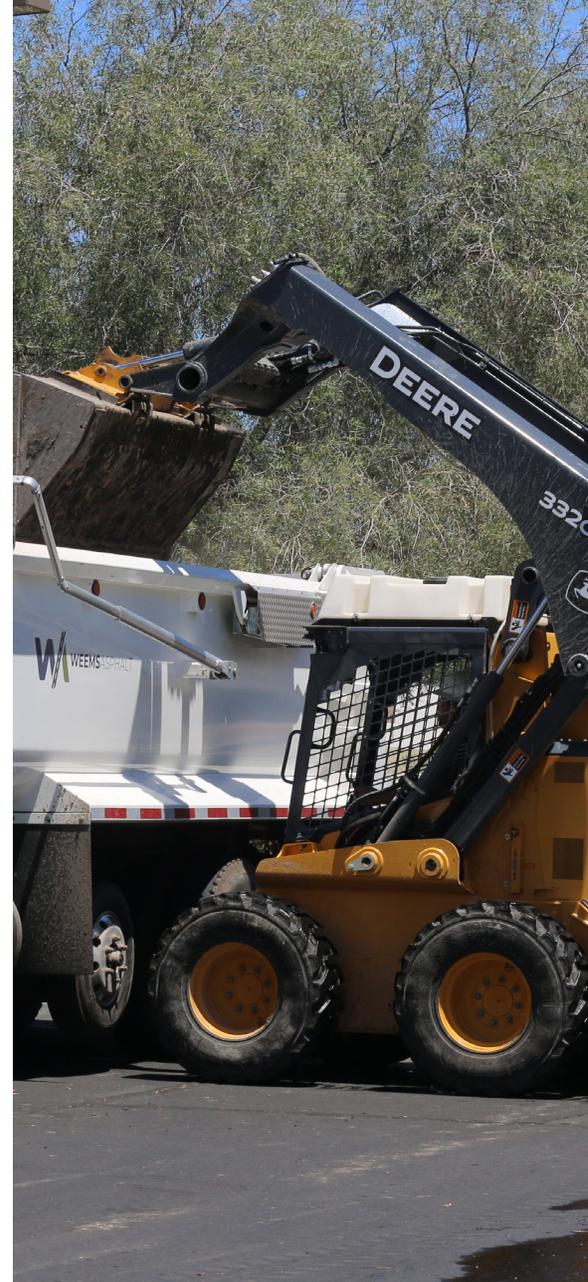
# EQUIPMENT(cont.)

## + Service Trucks

Year	Make	Model
2015	Ford	F-350
2015	Ford	F-350
2018	Ford	F-450 4x4
2019	Ford	F-250 4x 4
	Ford	F-250
	Ford	F-250
	Ford	F-250 (4x4 Diesel)
2020	Ford	F-550 Mechanics Truck (Crane, Air Comp, Welder)
	Ford	F-550
	Ford	F-550
2021	Ford	F-450
	Ford	F-450
2022	Ford	F-350
	Ford	F-350

## + Company – General Vehicles

Year	Make	Model
2019	Ford	Explorer
	Ford	Ranger
	Ford	F-250
2020	Ford	F-150
	Ford	F-250
	Ford	F-550
2021	Ford	F-550
	Ford	Explorer
	Ford	F-150
2022	Ford	F-450
	Ford	F-450
2022	Ford	F-350
	Ford	F-350



# EQUIPMENT(cont.)

## + Paving

Year	Make	Model
2014	Hamm	1101VV Steel Wheel Roller
2018	John Deere	210L Gannon Tractor
2019	Vogele	2000-31 (10 Foot Paver)
	Top Con	Paver Automatics - Grade Controls
	John Deere	332G Skid Steer with Mill Head
	Fleming	Ramp Trailer TD-836-A20
	Weiler	500 Gallon Tack Trailer
2020	Peterbilt	348 10 Wheel Dump Truck with Single Pusher
	Peterbilt	348 10 Wheel Dump Truck with Single Pusher
	Carlson	CP85 (8 Foot Paver)
	Hamm	HD 13VV Steel Wheel Roller

Year	Make	Model
2020	Hamm	HD 10VV Steel Wheel Roller
	CAT	246D Skid Steer
	MultiQuip	MultiQuip 500 Gallon Water Trailer
	CORE	CC 3500 - Walk Behind Saw
	Fleming	Tilt Trailer TDT830-A20
	Big Tex	Box Trailer
	Big Tex	Box Trailer
2021	Lee Boy	1000G (8 Foot Paver)
	Hamm	HD 12VT Steel Wheel/Rubber Combo Roller
2022	Peterbilt	348 10 Wheel Dump Truck with Single Pusher
	John Deere	210L Gannon Tractor
	Fleming	Ramp Trailer TD-836-A20



# HIGHLIGHTED PROJECTS

Click on any project below to see the details of our work at the site:



**400** HAPPY CLIENTS  
SINCE INCEPTION

**457** PROJECTS PERFORMED  
IN 2021

## LEGACY SPORTS COMPLEX

### SPORTS AND ENTERTAINMENT FACILITY



- + Pave 772,500 SF of parking lot areas with 3.0" on grade
- + Pave 224,400 SF of roadways with 3.5" on grade
- + Legacy Sports Complex is the largest sports park in North America

## SURPRISE TOWNE CENTER RETAIL



- + Asphalt Milling 132,480 SF
- + Crack Seal
- + Removal & Replacement of 6,750 SF Failed Asphalt and 275 LF Curb
- + Slurry Seal 115,290 SF
- + Installed 3,425 tons Asphalt
- + Utility Adjustments
- + Installed 7 Speed Bumps
- + Stripe

## AVALON GROVE HOA



- + Remove 82,000 SF of failed asphalt
- + Cement treat 10,250 SF of unstable subgrade
- + Moisturize, fine grade and compact
- + Pave back with 2" of hot mix asphalt

"Thanks Shawn and the entire Weems Team for working together with the Avalon HOA to complete a difficult task. Job Well Done."

- TODD TUCKER  
AVALON GROVE HOA PRESIDENT

## TEMPE MARKETPLACE RETAIL



- + Remove and replace 15,250 SF of failed asphalt to a depth of 4 inches
- + Crack seal and sealcoat 2,100,000 SF with 2 coats (PMM and Liquid Road)
- + Re-stripe



## CHANDLER FORUM

### OFFICE/MEDICAL



- + Crack seal and sealcoat 339,000 SF with 2 coats (PMM)
- + Re-stripe

“I am thoroughly impressed with the professionalism of Weems Asphalt. Working in a portfolio of over 6 million sf of industrial commercial properties in Phoenix, with large tenants like Fed Ex, UPS, Amazon, and Frito Lay, scheduling, pricing and flexibility is paramount. The communication with everyone at Weems was second to NONE! I used to DREAD asphalt projects—not any more!”

– ESTHER ANGELUS GRABOWSKY

## TPC SCOTTSDALE

### STADIUM C



- + Pulverize 82,000 SF of failed asphalt to a depth of 4 inches
- + Moisturize, fine grade and compact pulverized materials
- + Pave back with 3 inches of hot mix asphalt
- + Adjust electrical vaults (3)
- + Crack seal and sealcoat 24,600 SF with 2 coats (PMM)
- + Re-stripe

## THE PHOENICIAN RESORT HOSPITALITY



- + Pulverize 48,250 SF of failed asphalt to a depth of 4 inches
- + Moisturize, fine grade and compact pulverized materials
- + Pave back with 3 inches of hot mix asphalt
- + Install 6 speed bumps
- + Adjust water valves (6) and manholes (7) with concrete collars

# OUR TEAM

We execute our best work through a full spectrum of professionals in sales, estimating, operations and project execution to deliver the best solutions and ensure the highest level of service and quality for our clients.



**Craig Weems**  
PRESIDENT  
26 Years of Experience



**Travis Berry**  
SENIOR CLIENT ADVISOR  
25 Years of Experience



**Shawn Melton**  
SENIOR CLIENT ADVISOR  
28 Years of Experience



**Bob Wade**  
CLIENT ADVISOR  
17 Years of Experience



**Chuck Hammond**  
CLIENT ADVISOR  
6 Years of Experience



**Trevor Gould**  
CLIENT ADVISOR  
9 Years of Experience



**Ray Cauiola**  
OPERATIONS MANAGER  
– COATINGS  
29 Years of Experience



**Mike Moertl**  
DIRECTOR OF OPERATIONS  
42 Years of Experience



**Matt Bair**  
PROJECT MANAGER  
3 Years of Experience



**Carol Frew**  
CONTROLLER  
19 Years of Experience



**Candice Stofko**  
BUSINESS DEVELOPMENT  
7 Years of Experience



**Rick Measles**  
MASTER MECHANIC  
40 Years of Experience



**Zach Carter**  
CUSTOMER SERVICE  
8 Years of Experience

OVER **250** YEARS OF EXPERIENCE

# OUR CULTURE



# FUN FACTS



We estimate Ray Caiola has seal coated approximately **1 billion square feet** of pavement in Arizona over his career!



Mike Moertl, our Director of Operations, has produced over **100,000 maintenance projects** in Arizona over his career.



**602.560.3535**  
**WEEMSASPHALT.COM**



## WEEMS ASPHALT - SIGNIFICANT PROJECTS

(CONFIDENTIAL)

CUSTOMER	PROJECT NAME	MARKET SEGMENT	CONTRACT VALUE	SCOPE OF WORK
Penske Automotive Group	Tempe Honda	Retail	\$103,546.00	2' mill 4100 LF wide cracks, patch back; Crack Seal 5400 LBS, Seal Coat 4500 Gal. MTR; Stripe
Nissan Motor Company/CBRE	Nissan Technical Center	Test Track	\$93,395.69	28750 LBS Crack Seal; Paving deceleration lane, 145 tons
City of Phoenix / Sunland Asphalt	COP Crack Seal	Public Works	\$596,001.13	Clean Cracks w/ high pressure air, 431,885 LBS Crack Seal
Marrs Construction	Majestic Falcon	Industrial	\$102,213.98	Manage Paving and install 1012 Tons MAG Spec. D 1/2" Asphalt
RS Signature Properties	Moon Valley Town Center	Retail	\$129,701.00	Remove / Replace 29,000 SF @ 3.0"; Crack Seal 4200 LBS.; Seal Coat (PMM) 232,000 SF; Striping
City of Tolleson/Nitti Builders	83 <sup>rd</sup> Ave Offsites	Public Works	\$88,570.91	Milling 1.5" 4,321 SF; Pave 1/2" Terminal Blend Rubber; Crack Seal 1700 LBS; Stripe Thermo
Jones Lange LaSalle (JLL)	7037 W. Van Buren Bldg.	Industrial	\$140,682.41	Remove / Replace 20,062 SF @ 3.0"; Soil Stabilize (Cement) 4356 SF @ 12"; 9921 LBS Crack Seal; Seal Coat 13276 GAL PMM; Concrete Curb, Stripe
EJM	1411 Building	Industrial	\$99,222.22	Remove / Replace 124 tons asphalt; Install Catch Basin Concrete Collar; 12,350-GAL Liquid Road; 5,294 LBS Crack Seal; Striping
Toyota Motor Company	Toyota Proving Grounds Steep Grades	Test Track	\$54,958.25	Grading; Concrete; Crack Seal 1,4358 LBS.
Wentworth Property Company	1201 E. Cinnabar Self Storage	Industrial	\$55,910.88	Remove / Replace 10,239 SF @ 3.0"; Crack Seal 972 LBS; Seal Coat Liquid Road 1,206 GAL

Harrison Properties	Walgreens Distribution Center (Flagstaff, AZ.)	Industrial	\$30,705.90	4,200 GAL PMM; 4100 LBS Crack Seal, Stripe
EJM	Latham Building	Industrial	\$184,400.97	Remove 58,303 SF Asphalt, Soil Stabilize, Grade, Pave 1,065 Tons, Adjust Utilities, Stripe
East Group Properties	Interstate Commons	Industrial	\$194,158.11	Edge Mill, Overlay 1,565 Tons, Remove and Replace Curb, Stripe
RS Signature Properties	Liberty Center	Office	\$65,015.38	Crack Seal, PMM Seal Coat and Stripe
EJM	801 Property	Industrial	\$113,694.71	Remove 1800 LF Wide Cracks and patch back, Edge-Mill and Overlay 1.5 inches depth, Adjust Utilities, Crack Seal, PMM Seal Coat, Stripe
Southwest Retail Group	Impeccable Plaza	Office	\$4,914.81	Crack Seal, PMM Seal Coat and Stripe
EJM	Pinnacle Peak 1	Industrial	\$39,775.20	Remove and Replace, Liquid Road Seal Coat and Stripe
EJM	Tempe Southern Business	Office	\$37,549.83	Remove and Replace, Cement Stabilize, PMM Seal Coat and Stripe.
EJM	Sky Harbor Business Center	Office	\$39,621.21	Remove and Replace, Cement Stabilization, Liquid Road Seal Coat, PMM Seal Coat and Stripe
Pro Equity/Safeway	Arcadia Town Center	Retail	\$126,419.23	Remove and Replace, Crack Seal, PMM Seal Coat and Stripe.
The Phoenix Thunderbirds	TPC Scottsdale Stadium Course Pulverize & Pave	Golf Course	\$223,793.00	Pulverize 82,000 SF at 4" depth, Fine Grade, Pave approx. 1510 tons at 3" depth, Adjust 3 Electrical Vaults. Seal Coat and Crack Seal Approx. 24,600 SF
City of Prescott / VSS	PMM Seal Major Roadways	Public Works	\$116,407.68	Apply approx. 28,456 Gallons of PMM Seal Coat to approx. 950,000 SF of Roadways
Earnhardt Auto Centers	Earnhardt Ford	Retail	\$84,328.83	Remove and Replace Asphalt. Apply PMM Sealer and Crack Seal approx. 550,000 SF and Re-Stripe

Tru America	Envision Apartments	HOA	\$139,501.21	Remove approx. 53,585 SF of failed asphalt, Fine Grade and Pave back at 3 inches. Install 6 Speed Bumps and Re-Stripe
Avalon Grove HOA	Avalon Grove	HOA	\$179,858.52	Remove approx. 82,000 SF of Failed asphalt, Cement Treat approx. 10,250 SF of unstable base, Fine Grade and Pave back at 2 inches depth
KB Homes	Oak Park	HOA	\$143,748.96	Crack Seal, Wide Crack Repair approx. 1600 LF, Asphalt and Pave 2.0-inch overlay (1,005 Tons). Adjust Utilities and Signage.
The Phoenician (Marriott)	The Phoenician Roads	Hospitality	\$118,380.54	Pulverize, Grade and Pave approx. 48,250 SF. Install 6 Speed Bumps/Stripe. Adjust Utilities
Vestar	Tempe Marketplace	Retail	\$70,698.64	Remove and Replace approx. 23,500 SF at failed asphalt at 3 inches depth and Re-Stripe
Westwood Financial	Avondale Fiesta Shops	Retail	\$41,112.85	Remove and Replace approx. 800 SF of failed asphalt. Crack Seal and Seal Coat approx. 310,000 SF and Re-Stripe.
Site Consulting Specialists	Scottsdale Fiesta	Retail	\$56,999.40	Remove approx. 20,340 SF of failed asphalt, Fine Grade and Pave back at 3 inches depth utilizing Fiber Reinforced Asphalt. Re-Stripe
Pacific Capital Management	Falls at Ocotillo	Retail	\$159,100.60	Remove approx. 23,500 SF of failed asphalt, Cement Treat unstable base at 12 inches depth, Fine Grade and pave back at 3 inches depth. Overlay approx. 8,700 SF at 1.5 inches depth. Slurry Seal approx. 3,000 SF. Re-Stripe
Signature Real Estate Services	Chandler Forum	Office - Medical	\$45,675.10	Crack Seal and Seal Coat approx. 339,000 SF. Re-Stripe
Vestar	Tempe Marketplace	Retail	\$375,044.57	Remove/Replace approx. 15,250 SF of failed asphalt, Crack Seal (21,000 LBS) and Seal Coat (PMM and Liquid Road) approx. 2,100,000 SF (Over 60,000 Gal), Re-Stripe
Common Bond Development	Ironwood Shopping Center	Retail	\$39,784.78	Seal Coat approx. 339,000 SF. Re-Stripe

Weingarten Realty Co.	2020 Striping	Retail	\$49,525.00	Re-Stripe 17 Shopping Centers
City Property Management Company	Sonoran Ridge Estates	HOA	\$84,038.87	Crack Seal, Seal Coat – Liquid Road 316,000 SF, Seal Coat – PMM 153,000 SF and Re-Stripe
Vestar	Surprise Town Center	Retail	\$515,722.23	R/R Concrete curb, Edge Milling 132,480 SF, 1,145 tons leveling course paving, 2,280 tons of surface course paving, R/R 125 tons, Slurry Seal, Crack Seal, Striping, Utility Adjustments.
Chasse Building Team / SWE	John McCain Elementary School	K-12 (Education)	\$433,902.12	New Construction – Pave approximately 3,900 tons AC at various finished depths.
Evergreen Commercial Realty, LLC	Chandler Pavilions	Retail	\$47,343.09	Remove/Replace AC, Crack Sealing, Master Seal and Stripe.
Toyota Motor Company	Toyota Proving Grounds	Test Track	\$166,731.00	25,000 LBS Crack Seal, 151,200 SF Chip Seal, 313,200 SF PMM Seal Coat, Stripe.
Loven Contracting	Gila Animal Care Facility	New Construction	\$37,678.90	Process 285 tons ABC, Blue top, Paving and Stripe
WLS Construction	DES Yuma	New Construction	\$120,977.14	Install concrete curb, Process 1325 tons ABC, Blue top, Pave 650 tons, and Stripe.
Christ Lutheran Church	Christ Lutheran Church	Non-Profit	\$215,390.42	Pulverize/Grade and Pave 61,235 SF. Crack Seal and Seal 17985 SF. Install concrete basketball court.
Construction Solutions Company	Estrella Gin	New Construction	\$254,501.60	Clear/Grubb, Process/Moisturize 2143 tons ABC, Blue top, Pave 1102 tons, and Stripe.
Town of Gilbert / Hunter Contracting	Germann Road Improvements	Public Works	\$225,000.00	Provide Management, Equipment, Labor for installation of 47,500 Tons of Arterial Mixes.
Legacy Sports USA	Legacy Sports Park	Sports Park	\$1,712,784.00	Asphalt Paving: 14,600 Tons Parking Lot Paving 6,100 Tons of Roadways

Copper Mountain RV Park	Copper Mountain RV Park	HOA	\$278,506.80	Asphalt Milling and Paving 2,200 Tons Paving
Toyota USA	Toyota Test Track	Test Track	\$166,731.00	Chip Seal, PMM Seal Coat, Crack Seal
Fort Huachuca Base	Corp of Engineers	Public Works	\$414,821.45	3,200 Tons of Asphalt Paving – Corps of Engineer Specifications.
Border Patrol	Corp of Engineers	Public Works	\$201,042.00	1,650 Tons of Asphalt Paving – Corps of Engineer Specifications.
City of Phoenix	Crack Seal JOC	Public Works	\$1,409,000.00	Clean / Vacuum Cracks - Install 700,000 LBS of Polyflex Type III Crack Seal. Clean / Vacuum Wide Cracks – Install 10,000 LBS of Deery Level & Go Repair Mastic
Maricopa County	Lake Pleasant	Public Works	\$443,101.33	45,000 LBS Crack Seal. Slurry 825,000 SF Type III Micro. 85,225 SF Liquid Road Seal. Striping
City of Phoenix / Commerce Construction	Majestic 55 (Off-Sites)	Public Works	\$186,447.12	Cement Treat Subgrade. Compact and Fine Grade Subgrade. Process, Moisturize 1650 Tons MAG Spec. ABC. Pave 920 tons COP Low Volume Asphalt.
Chasse Building Team / SWE	Maricopa H.S.	K-12 (Education)	\$473,633.70	Pave 3450 Tons of MAG 1/2-inch Asphalt. Striping (Thermoplastic)
Nissan Technical Center of North America	East and West Brake Test Lanes	Test Track	\$459,914.65	Mill approx. 2 inches depth with Fine Tooth Mill for Smoothness. Asphalt Paving achieving under 1/8" smoothness specification with 10-foot straightedge.

**REGIONAL PRICE ADJUSTMENT**  
IFB 22-15P Asphalt Products and Services

Company Name: **Weems Asphalt, LLC**

Instructions: Please enter Y or N under the first column for all regions that your firm is able to provide services to if awarded a contract. Bidder should complete the pricing increases/decreases as percentages applied to prices listed in the Asphalt Products and Services pricing table in the Pricing section of this project on the OpenGov Procurement online portal. Any specific limitations, exclusions, or notes may be provided in the space provided below.

If your firm offers varying rates by region for states other than Arizona, please provide the information on Tab 2 - Other Regions, otherwise, leave Tab 2 blank.

**ARIZONA REGIONS**

#	Description of Arizona Regions	Does your Firm service this Region?	Additional Cost % for Region (if applicable)	Limitations / Exclusions / Comments:
1	East Region- Gila, Navajo & Apache	Y	20.00%	
2	East Region- Greenlee, Graham	Y	20.00%	
3	Greater Phoenix Region- Maricopa	Y	0.00%	
4	North Region- Yavapai & Coconino	Y	15.00%	
5	North West Region- Mohave	Y	20.00%	
6	South Region- Pinal, Pima, Cochise & Santa Cruz	Y	15.00%	
7	West Region- Yuma & La Paz	Y	15.00%	

**NATIONAL REGIONS- BY STATE**

#	Description of Arizona Regions	Does your Firm service this Region?	Additional Cost % for Region (if applicable)	Limitations / Exclusions / Comments:
1	Alabama	NO		
2	Alaska	NO		
3	Arkansas	NO		
4	California	NO		
5	Colorado	NO		
6	Connecticut	NO		
7	Delaware	NO		
8	Florida	NO		
9	Georgia	NO		
10	Hawaii	NO		
11	Idaho	NO		
12	Illinois	NO		
13	Indiana	NO		
14	Iowa	NO		
15	Kansas	NO		
16	Kentucky	NO		
17	Louisiana	NO		
18	Maine	NO		
19	Maryland	NO		
20	Massachusetts	NO		
21	Michigan	NO		
22	Minnesota	NO		
23	Mississippi	NO		
24	Missouri	NO		
25	Montana	NO		
26	Nebraska	NO		
27	Nevada	NO		
28	New Hampshire	NO		
29	New Jersey	NO		
30	New Mexico	NO		
31	New York	NO		
32	North Carolina	NO		
33	North Dakota	NO		
34	Ohio	NO		
35	Oklahoma	NO		
36	Oregon	NO		
37	Pennsylvania	NO		
38	Rhode Island	NO		
39	South Carolina	NO		
40	South Dakota	NO		
41	Tennessee	NO		
42	Texas	NO		
43	Utah	NO		
44	Vermont	NO		
45	Virginia	NO		
46	Washington	NO		
47	West Virginia	NO		
48	Wisconsin	NO		
49	Wyoming	NO		

**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE**

WEEMS ASPHALT LLC  
ASPHALT PRODUCTS AND SERVICES

**EXHIBIT B**  
SCOPE OF WORK AND PRICING

See the following page.



**602.560.3535**

5009 EAST WASHINGTON STREET SUITE 200  
PHOENIX, ARIZONA 85034

AZ ROC #324338 | AZ ROC #324339



**WE DRIVE ON  
OUR REPUTATION.**

WEEMSASPHALT.COM

<b>To:</b> Town Of Paradise Valley	<b>Contact:</b> Chris Martinez, CFM
<b>Address:</b> 6401 E Lincoln Drive Paradise Valley, AZ 85253 USA	<b>Phone:</b> 480-348-3527
<b>Project Name:</b> Doubletree & Kober Rd	<b>Bid Number:</b> 2025-2412
<b>Project Location:</b> Doubletree & Kober Rd, Paradise Valley, AZ	<b>Bid Date:</b> 12/11/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b><u>Mobilization - Asphalt Removal/Replacement:</u></b>	1.00	EACH	\$2,000.0000	\$2,000.00
<b><u>Asphalt Removal &amp; Replacement (5 Inch Depth - 2 Lifts, Under 10,000 SF):</u></b>	9,434.00	SF	\$7.2500	\$68,396.50
<b><u>Mobilization - Grade Area:</u></b>	1.00	EACH	\$3,000.0000	\$3,000.00
<b><u>Grade Area:</u></b>	1,048.00	SY	\$3.4500	\$3,615.60
<b><u>Demo/Haul - Non-Concrete:</u></b>	146.00	CY	\$180.0000	\$26,280.00
<b><u>Dump Fees - Non-Concrete:</u></b>	146.00	CY	\$35.0000	\$5,110.00
<b><u>Mobilization - Acrylic Striping:</u></b>	1.00	LS	\$600.0000	\$600.00
<b><u>New Layout: Acrylic 4" Wide:</u></b>	319.00	LF	\$0.5000	\$159.50
<b><u>Other - Traffic Control (Per Day):</u></b>	3.00	EADY	\$2,500.0000	\$7,500.00
<b><u>Other - Sweeping:</u></b>	4.00	HR	\$155.0000	\$620.00
<b><u>Other - Non-Contract Item:</u></b>	1.00	LS	\$6,850.0000	\$6,850.00
<b>Bid Price Subtotal:</b>				<b>\$124,131.60</b>
Town Of Paradise Valley 5.72%:				<b>\$7,100.33</b>
<b>Total Bid Price:</b>				<b>\$131,231.93</b>

**Notes:**

- **Due to the current volatility of petroleum based products (liquid asphalt binder) and other materials required to perform our work, this proposal is valid for 30 days from the proposal date.**
- **EXCLUSIONS (Unless Otherwise Stated):**  
Liquidated Damages, Permits, Bonds, Sales Tax, Retention of Monies, Fees, Plans, Engineering, Survey, Testing, Staking, Irrigation Repairs, Landscaping, Notifications, As-builts, Utility Adjustments, Compaction Testing, Weed Abatement, Any Pre-Existing ADA Compliance Issues, Hard Dig (Caliche), Traffic Control, Prime Coat, Davis Bacon & Prevailing Wages, Track-out rock and devices, SWPPP, Plant Opening Fees, Loop Detectors, Removal of Petro-Mat, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Damage to utilities buried less than 18 inches below subgrade.
- **General Conditions:**
  1. To ensure the best quality and efficiency for your project, vehicles and trailers shall be coordinated and relocated by Owner prior to starting our work. If vehicles/trailers are in our work area on the scheduled date(s) work is performed, Owner will be charged \$75.00 per each vehicle/trailer relocated.
  2. Work area shall be free from standing water before starting work and remain free of water until the completion of the work. This includes automatic sprinklers or any other water source on or around the property.
  3. To ensure a safe project for all, the designated work area shall remain closed to vehicular traffic until contractor approves opening area to traffic.
  4. Owner shall provide reasonable access to water source. 5. Additional charges may be applied resulting from circumstances beyond the control of Weems Asphalt which prohibit work from being completed as scheduled. Including, but not limited to other Contractors performing unrelated work, vehicles in work area, water from sprinklers or other fixtures, etc.
  6. This proposal is based on performing the work during normal business hours.
  7. Customer/Owner is solely responsible for maintaining subject property in full compliance regarding Americans With Disabilities Act (ADA) Federal and State Laws. Customer/Owner agrees to indemnify and hold Weems Asphalt harmless from and against any and all liability, claims, expenses or damages, including attorneys' fees, relating in any way to ADA requirements or issues.

**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE**

WEEMS ASPHALT LLC  
ASPHALT PRODUCTS AND SERVICES

**EXHIBIT C**  
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Isaac Chavira, Public Works Director  
Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney  
Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253