

ATTACHMENT 5



Master Blanket Purchase Order AGFD18-211769

Header Information

Purchase Order Number:	AGFD18-211769	Release Number:	0	Short Description:	Water Hauling Services to Wildlife Water Catchments
Status:	3PS - Sent	Purchaser:	Gina Corwin	Receipt Method:	Quantity
Fiscal Year:	2019	PO Type:	Blanket	Minor Status:	
Organization:	Arizona Game and Fish Department	Location:	20027 - DEVELOPMENT	Type Code:	Single-agency
Department:	GF200 - GF-SPECIAL SERVICES DIVISION	Entered Date:	08/14/2018 04:58:28 PM	Control Code:	
Alternate ID:		Retention %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Standard Release	Pcard Enabled:	No
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Gina Corwin, Procurement Specialist, 623-236-7209, gcorwin@azgfd.gov				
Master Blanket/Contract End Date (Maximum):	08/13/2023 11:59:00 PM				
Project No.:					
Special Purchase Types:					
PIJ NUMBER:					
Commodity Reference Id:					
PO External Doc Type:	None				
Agency Attachments:	State Of Arizona Purchase Order Terms And Conditions 01-10-11.pdf PortalBrochure_NoPrinterMarks Page two only~1.pdf RFP AGFD18-00008280 Exhibit 1.pdf RFP AGFD18-8280 Presolicitation Documents~2.pdf RFP AGFD18-00008280 Scope of Work.pdf RFP AGFD18-00008280 Required Forms.pdf RFP AGFD18-00008280 Terms and Conditions~1.pdf RFP AGFD19-00008280 Committee Instructions.pdf RFP AGFD18-00008280 Evaluation Scoring.pdf RFP AGFD18-00008280 Evaluation Negotiation Documents.pdf RFP AGFD18-00008280 PreAward Documents - Dynamite Water.pdf RFP AGFD18-00008280 Evaluation Procurement Documents.pdf RFP AGFD18-00008280 Award Documents Dynamite Water.pdf				
Vendor Attachments:	Game And Fish Water~1.pdf				
Agency Attachment Forms:					
Vendor Attachment					

PLAINTIFF.000190

Forms:

Primary Vendor Information & PO Terms

Vendor: 000066085 - Dynamite Water LLC
 Damon Bruns
 28150 N. Alma School Pkwy #103-486
 Scottsdale, AZ 85262
 US
 Email: damon@dynamitewater.com
 Phone: (602)620-9667
 Alt. Reference: Z0001

Payment Terms: Net 14

Shipping Method: Best Way

Shipping Terms: TBD

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to damon@dynamitewater.com at 08/21/2018 01:08:11 PM	08/21/2018 01:12:09 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000066085</u>	PZ000066085	Dynamite Water LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 08/14/2018 **Master Blanket/Contract End Date:** 08/13/2019

Cooperative Purchasing Allowed: No

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
AGFD - Arizona Game and Fish Department	GF200 - GF-SPECIAL SERVICES DIVISION	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: Water Hauling Services - Mileage on Paved Roads 3PS - Sent

NIGP Code: 962-94
 Water Services, Bottled and Bulk Delivery (Tanker Services)

Bid # / Bid Item #: AGFD18-00008280 / 1 Quote # / Quote Item #: 000051406 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$4.00	MILE - Mile	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Property Number:

Print Sequence # 2.0, Item # 2: Water Hauling Services - Mileage On Unpaved Roads 3PS - Sent

NIGP Code: 962-94
 Water Services, Bottled and Bulk Delivery (Tanker Services)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$9.00	MILE - Mile	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Property Number:

Print Sequence # 3.0, Item # 3: Water Hauling Service - Delivery Charge 2,000 gallons 3PS - Sent

NIGP Code: 962-94

Water Services, Bottled and Bulk Delivery (Tanker Services)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$1,000.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:		Brand:		Model:				
Make:		Packaging:						
Property Number:								

Exit

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STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.

ARIZONA GAME AND FISH DEPARTMENT

DETERMINATION

RECOMMENDATION FOR AWARD

SOLICITATION NUMBER: AGFD18-00008280

WATER HAULING SERVICES TO WILDLIFE WATER CATCHMENTS

The evaluation committee unanimously recommended a multiple award for solicitation AGFD18-00008280, Water Hauling Services to Wildlife Water Catchments. A multiple award is needed in order to meet the needs of AGFD and ensure state-wide coverage can be provided. The top ranking responsible offerors whose offers are determined to be most advantageous to the state based on the evaluation factors set forth in the solicitation are as follows:

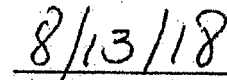
310 Dust Control

Dynamite Water LLC

Reidhead Excavation and Development, Inc



Gina Corwin, CPPB
Procurement Specialist


Date



Gina Corwin <gcorwin@azgfd.gov>

AGFD18-00008280 Water Hauling Services to Wildlife Water Catchments

1 message

Gina Corwin <gcorwin@azgfd.gov>
To: damon@dynamitewater.com

Mon, Jul 30, 2018 at 2:40 PM

NOTICE OF ANTICIPATED AWARDDamon Bruns
Dynamite Water LLC.

Good Afternoon;

Your offer for Solicitation AGFD 18-00008280 for WATER HAULING SERVICES TO WILDLIFE WATER CATCHMENTS for the Arizona Game and Fish Department has been selected as one of the apparent responsible offer whose offer is determined to be most advantageous to the state based on the evaluation factors set forth in the solicitation.

The award is contingent upon our receipt of a certificate of insurance as outlined in the Special Terms and Conditions of the above referenced Solicitation. I have attached the insurance requirements to this email so that you can forward it to your insurance agent, if necessary.

The Certificate of Insurance must be returned as soon as possible, but no later than ten (10) calendar days from date of this notice. Please email the certificate to my attention or fax to (623) 236-7327.

You indicated on your offer that your response is confidential (on the attachment's tab) but you marked on the DESIGNATION OF CONFIDENTIAL, TRADE SECRET & PROPRIETARY INFORMATION form that your response does not contain propriety or trade secret information. Therefore, please email me your agreement that I can un-check this box.

If you have any questions, do not hesitate to contact me at (623) 236-7209.

Please generate a quick "reply" to confirm your receipt of this email.
Thank you,

GINA CORWIN | PROCUREMENT SPECIALIST

ARIZONA GAME AND FISH DEPARTMENT

OFFICE: 623.236.7209

FAX: 623.236.7327

EMAIL: gcorwin@azgfd.gov

azgfd.gov | 5000 W. Carefree Highway, Phoenix, AZ 85086

 Insurance Requirements.pdf
80K

PLAINTIFF.000195

8/6/2018

State of Arizona Mail - RE: AGFD18-00008280 Water Hauling Services to Wildlife Water Catchments



Gina Corwin <gcorwin@azgfd.gov>

RE: AGFD18-00008280 Water Hauling Services to Wildlife Water Catchments

1 message

Dynamite Water, LLC <dynamiteh2o@desertnet.com>
To: Gina Corwin <gcorwin@azgfd.gov>

Fri, Aug 3, 2018 at 11:46 AM

Please uncheck confidential box..

Thanks,
Damon

-----Original Message-----

From: "Gina Corwin" <gcorwin@azgfd.gov>
Sent: Monday, July 30, 2018 2:40pm
To: damon@dynamitewater.com
Subject: AGFD18-00008280 Water Hauling Services to Wildlife Water Catchments

NOTICE OF ANTICIPATED AWARD

Damon Bruns
Dynamite Water LLC.

Good Afternoon;

Your offer for Solicitation AGFD 18-00008280 for WATER HAULING SERVICES TO WILDLIFE WATER CATCHMENTS for the Arizona Game and Fish Department has been selected as one of the apparent responsible offer whose offer is determined to be most advantageous to the state based on the evaluation factors set forth in the solicitation.

The award is contingent upon our receipt of a certificate of insurance as outlined in the Special Terms and Conditions of the above referenced Solicitation. I have attached the insurance requirements to this email so that you can forward it to your insurance agent, if necessary.

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Please generate a quick "reply" to confirm your receipt of this email.

Thank you,

GINA CORWIN | PROCUREMENT SPECIALIST
ARIZONA GAME AND FISH DEPARTMENT

OFFICE: 623.236.7209

FAX: 623.236.7327

EMAIL: gcorwin@azgfd.gov

azgfd.gov | 5000 W. Carefree Highway, Phoenix, AZ 85086



SAM Search Results
List of records matching your search for :

Search Term : dynamite* water*
Record Status: Active

ENTITY: DYNAMITE WATER LLC	Status: Active
DUNS: 785330429 +4:	CAGE Code: 51ZM6 DoDAAC:
Expiration Date: Jan 10, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No	
Address: 28150 N ALMA SCHOOL PKWY # 103-486	
City: SCOTTSDALE	State/Province: ARIZONA
ZIP Code: 85262-8048	Country: UNITED STATES



Search for an Entity Name

Entity Information

Search Date and Time:
8/3/2018 12:37:54 PM

Entity Details

Entity Name:	DYNAMITE WATER LLC	Entity ID:	L12936174
Entity Type:	Domestic LLC	Entity Status:	Active
Formation Date:	6/26/2006	Reason for Status:	In Good Standing
Approval Date:	6/26/2006	Status Date:	
Original Incorporation Date:	6/26/2006	Life Period:	Perpetual
Business Type:		Last Annual Report Filed:	
Domicile State:	AZ	Annual Report Due Date:	
		Years Due:	
Original Publish Date:	6/26/2006		

Statutory Agent Information

Name:	DAMON BRUNS	Appointed Status:	Active
Attention:		Address:	27513 N 137TH ST, SCOTTSDALE, AZ 85262, USA
Agent Last Updated:	10/30/2014	E-mail:	
Attention:		Mailing Address:	
County:			

Principal Information

[Privacy Policy](#) [Contact Us](#)

Manager	DAMON BRUNS	27513 N 137TH ST, SCOTTSDALE, AZ, 85262, USA	6/26/2006	6/28/2006
Manager	HOLLY BRUNS	27513 N 137TH ST, SCOTTSDALE, AZ, 85262, USA	6/26/2006	10/30/2014

Entity Known Place of Business

Attention: Address: 28150 N ALMA County: Maricopa Last Updated:
SCHOOL PKWY #103-486,
SCOTTSDALE, AZ, 85262,
USA

Entity Principal Office Address

Attention: Address: County: Last Updated:

[Back](#) [Return to Search](#) [Return to Results](#)

[Print](#) [Document History](#)

[Name/Restructuring History](#)

[Pending Documents](#) [Microfilm History](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT! If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Karen Oleson (8824320) 11225 N 28th Dr Ste D108 Phoenix AZ 85029-5613	CONTACT NAME: Darra Miller PHONE (A/S, NO, EXT): 623-562-1753 FAX (A/C, NO): 623-218-9258 E-MAIL ADDRESS: koleson@farmersagent.com														
INSURED DYNAMITE WATER LLC 28150 N AMA SCL PKY 103-488 SCOTTSDALE AZ 85282	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td style="text-align: center;">21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td style="text-align: center;">21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td style="text-align: center;">21687</td> </tr> <tr> <td>INSURER D: Scottsdale Insurance Company</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D: Scottsdale Insurance Company	41297	INSURER E:		INSURER F:	
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INSURER C: Mid Century Insurance Company	21687														
INSURER D: Scottsdale Insurance Company	41297														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	CPI0060132	08/01/2017	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	604762088	08/28/2017	08/28/2019	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR DED. RETENTION \$ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	B15187238	08/28/2017	08/28/2019	PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER ARIZONA GAME AND FISH DEPARTMENT PURCHASING OFFICE 6000 WEST CAREFREE HIGHWAY PHOENIX AZ 85086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT

5000 W. CAREFREE HIGHWAY
Phoenix, AZ 85086-5000
(602) 942-3000 • WWW.AZGFD.GOV



**FORMAL SOLICITATION
REQUIRED FORMS**

The documents contained herein must be completed and submitted with your offer in ProcureAz. Other documents located in the Attachments tab of ProcureAz are incorporated herein by reference. Attachments I – VI can also be provided on a separate sheet of paper referencing the Attachment Number.

Offeror's Check List	2
Offer and Acceptance Form	3
Designation of Confidential, Trade Secret & Proprietary Information	4
R2-7-103. Confidential Information	5
Participation if Boycott of Israel	6
Attachment I, Subcontractors	7
Attachment II, References	8
Attachment III, Pricing Proposal	9
Attachment IV Pricing Worksheet	10
Attachment V, Experience/Expertise/Reliability	11
Attachment VI, Method of Approach to the Scope of Work	12



OFFEROR'S CHECK LIST (for Offeror's use only.) This is the only document does not have to be returned.

Arizona Game and Fish Department
 Purchasing Office
 5000 West Carefree Highway
 Phoenix, Arizona 85086

	DOCUMENT	SUBMITTED*
	Acknowledge any Solicitation Amendment(s) in ProcureAz. Reference the ProcureAz home page. (Do not log in to access help documents.) on	<input checked="" type="checkbox"/> YES, <input type="checkbox"/> NO, <input type="checkbox"/> NA
	Offer and Acceptance (Complete the top half of page 3, sign and upload into your offer in ProcureAz.)	<input checked="" type="checkbox"/> YES, <input type="checkbox"/> NO,
	"Designation of Confidential, Trade Secret & Proprietary Information" form (Page 4). Information considered to be confidential, trade secret or proprietary should be attached as a separate document checked "confidential" in the Attachments tab of your offer ProcureAz. Confidential documents must include a statement as to why the information is confidential.	<input checked="" type="checkbox"/> YES, <input type="checkbox"/> NO,
	Participation if Boycott of Israel	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Pricing has been entered in ProcureAz's "items" tab,	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Attachment I-Subcontractors	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Attachment II- References	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Attachment III- Pricing Proposal	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Attachment IV- Pricing Worksheet	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Attachment V- Experience & Expertise	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Attachment VI- Method of Approach to the Scope of Work	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	* Ensure Items above have been completed, scanned (preferably as one pdf file) and uploaded into the "Attachments" tab of your offer (quote) in ProcureAz.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO



OFFER AND ACCEPTANCE

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Dynamite Water LLC
Company Name
28150 N Alma School Pkwy #103-486
Address
Scottsdale AZ 85262
City State Zip
damon@dynamitewater.com
Contact Email Address

Damon Bruns
Signature of Person Authorized to Sign Offer
Damon Bruns
Printed Name
owner
Title
Phone: 602-620-9667
Fax:

By signature in the Offer section above, the Offeror certifies:

- 1. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
2. The Offeror 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 submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
3. The Offeror certifies compliance with A.R.S. §41-3532 when offering electronics or information technology products, services or maintenance.
4. The Offeror is not debarred from, or otherwise prohibited from participating in any contract awarded by any federal, state or local government

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.


This Contract shall henceforth be referred to as Contract No. _____

The effective date of the Contract is _____

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or Procurement's written notice to proceed.

State of Arizona
Awarded this _____ day of _____ 20__

Robert Schoepe, CPPO, as Branch Chief and not personally

	Designation of Confidential, Trade Secret & Proprietary Information	Arizona Game and Fish Department Purchasing Office 5000 West Carefree Highway Phoenix, Arizona 85086
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All materials submitted as part of a response to a solicitation are subject to Arizona public records law a will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(50).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All offerors must select one of the following:

My response does not contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

My response does contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, AND
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.


Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(50) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Dynamite Water LLC
 Company Name
28150 N Alma School Pkwy #103-486
 Address
Scottsdale Az 85262
 City State Zip

Damon RB
 Signature of Person Authorized to Sign
Damon Bruns
 Printed Name
owner
 Title

	Designation of Confidential, Trade Secret & Proprietary Information	Arizona Game and Fish Department Purchasing Office 5000 West Carefree Highway Phoenix, Arizona 85086
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R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 - 2. The designated information is not confidential; or
 - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential



Participation If Boycott of Israel

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract.

As defined by A.R.S. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel...
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association...
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system...
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund...
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state...
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

- X My company does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
X My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Dynamite WATER LLC
Company Name

28150 N Alma School Pkwy #103-486
Address

Scottsdale AZ 85262
City State Zip

[Signature]
Signature of Person Authorized to Sign

Damon Bruns
Printed Name

owner
Title



**WATER HAULING SERVICES TO
WILDLIFE WATER CATCHMENTS**

AGFD18-00008280

ATTACHMENT I

Arizona Game and Fish
Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

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SUBCONTRACTORS

Bidder shall identify all proposed subcontractors/material suppliers that will be utilized to perform any portion of the Specifications. Additional Subcontractor(s) not listed below or on a supplemental page must receive written approval from AGFD before utilization.

Name of Subcontractor	
City, State	
Number of years in business	
Type of business (LLC, Corporation, Sole Proprietor, etc.)	
Service to be provided	

Name of Subcontractor	
City, State	
Number of years in business	
Type of business (LLC, Corporation, Sole Proprietor, etc.)	
Service to be provided	



**WATER HAULING SERVICES TO
WILDLIFE WATER CATCHMENTS
AGFD18-00008280
ATTACHMENT II**

Arizona Game and Fish
Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

REFERENCES

Three (3) professional references who have received services similar to the Specifications of this Solicitation shall be listed below. References from AGFD are not to be included. References from the western United States are preferred. The contact person shall be someone who has responsibility for the operation of the material and/or service and shall be aware that they are being used as a reference.

Reference 1	
1) Company: Grand Canyon National Park	Contact Name: Murrey Shoemaker
Phone: 928-638-7765	Email: murrey_shoemaker@nps.gov
Description of services provided: Provided EMERGENCY BULK WATER DELIVERY TO THE NORTH RIM OF THE GRAND CANYON WHEN THEY HAD A 300' WATER MAIN BREAK. DYNAMITE WATER HAS BEEN ON STANDBY SEVERAL TIMES DURING WATER RESTRICTION TIMES ON NORTH & SOUTH RIM.	

Reference 2	
2) Company: Rural Metro Fire	Contact Name: Chief John Kraetz
Phone: 602-616-6363	Email: john.kraetz@ruralmetrofire.com
Description of services provided: Provide Potable WATER and support THE RURAL METRO FIRE STATION #826	

Reference 3	
3) Company: Southwest Wildlife	Contact Name: Nikki Julien
Phone: 480-471-3621	Email: nikki.julien@southwestwildlife.org
Description of services provided: Provide dust control for ROADS	



**WATER HAULING SERVICES TO
WILDLIFE WATER CATCHMENTS
AGFD18-00008280
ATTACHMENT III**

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

PRICING PROPOSAL

Enter \$1.00 in the "Unit Cost" field of item 1 in the items tab in ProcureAZ. Your quote will not be seen if you fail to do this. Do not check the "NO BID" checkbox anywhere in ProcureAZ if you are submitting an offer.

Offeror's shall provide pricing for items listed below

Mileage on paved roads	\$ <u>4⁰⁰</u> per mile
Mileage on unpaved roads	\$ <u>9⁰⁰</u> per mile
Delivery Charge	\$ <u>1000⁰⁰</u> per full load delivery
Gallons per Delivery	<u>2000</u> gallons <i>minimum</i>



**WATER HAULING SERVICES TO
WILDLIFE WATER CATCHMENTS
AGFD18-00008280
ATTACHMENT IV**

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

PRICING WORKSHEET

Contractor shall complete and submit the pricing worksheet with their proposal.

Scenario 1

	PRICE
Deliver 1 Truckload – 2000 gallons	
60 Miles Pave Road <i>total round trip</i>	$\$4^{00}/\text{mile} = \$240 -$
5 Miles Unpaved Road <i>total round trip</i>	$\$9^{00}/\text{mile} = \$45 -$
Delivery Charge	$\$1000 -$
TOTAL	$\$1285 -$

Scenario 2

	PRICE
Deliver 1 Truckload – 2000 gallons	
35 Miles Paved Road <i>total round trip</i>	$\$4^{00}/\text{mile} = \$140 -$
15 Miles Unpaved Road <i>total round trip</i>	$\$9^{00}/\text{mile} = \$135 -$
Delivery Charge	$= 1000 -$
TOTAL	$\$1275^{00}$



**WATER HAULING SERVICES TO
WILDLIFE WATER CATCHMENTS
AGFD18-00008280
ATTACHMENT V**

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

EXPERIENCE and EXPERTISE

Experience and expertise is considered in the evaluation process. The Offeror is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

	YES	NO
Do you have the required license needed to operate the vehicle being used to provide these services?	X	
Are you able to obtain and keep the insurance requirements as specified within the solicitation while performing services for AGFD?	X	
Are you able to respond to AGFD "Emergency" call outs within 96 hours?	X	

How many years has your company been in service? 12 years

How many years has your company provided services as it relates to this Request for Proposal?

12 years

Describe any similar services you have provided to other entities as it relates to this Request for Proposal.

- EMERGENCY WATER SUPPLY TO VARIOUS BIA RESERVATIONS
- Provide Support to US FOREST SERVICE Region II and REGION III FOR FIRE CAMPS
- PROVIDED EMERGENCY WATER SUPPLY TO GRAND CANYON NATIONAL PARK NORTH RIM - Multi year contract

List any certifications held by key members of your company responsible for performing this service for AGFD as it relates to this Request for Proposal.

- CDL - Commercial Drivers License
- Some Driver's are EMT and Paramedic certified
- Some Driver's are S-130/190 certified

Please provide any additional information about your company in regards to experience and expertise that you would like to share with AGFD as it relates to this RFP.

Dynamite Water has a long history of providing EMERGENCY WATER SERVICE to LOCAL, STATE AND FEDERAL SERVICE TEAMS.



**WATER HAULING SERVICES TO WILDLIFE
WATER CATCHMENTS
AGFD18-00008280
ATTACHMENT VI**

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, Arizona 85086

METHOD OF APPROACH TO THE SCOPE OF WORK

	YES	NO
Do you reside in or around one of the listed locations?	X	
• If yes, which one: Region VI		
Do you possess or have access to a water truck with a minimum 1,000 gallon capacity and hose?	X	
• If yes, list gallon capacity: 1000 gallon to 4000 gallon		
Are you able to take your water truck on unpaved maintained and unmaintained roads in order to fill water catchments in remote locations?	X	

Provide the contact name and number for who will be responsible for performing these services for AGFD.

Damon Bruns 602-620-9667

Describe how you plan to meet or exceed the performance requirements of this solicitation.

Upon notification of award of contract and Tank Locations. Scouting of travel path will be done. In order to assure timely and efficient delivery of water to meet customer service needs. This will also assure safety and communication needs are met.

Describe how you will measure the water catchments prior to and after filling.

we are capable of metering off the number of gallons per delivery.

Please provide any additional information on how you can meet or exceed the "Scope of Work" as listed within the solicitation.

- Dynamite Water LLC is capable of providing a 6x6 All Terrain Type II water truck
- Dynamite Water is capable of providing additional supply equipment such as hose, pumps and man power.
- Dynamite Water Drivers are all CDL Drivers and we do not subcontract.