

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ENVIRONMENTAL RESPONSE INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Environmental Response, Inc., a(n) Arizona Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On March 2, 2022 under the State of Arizona Purchasing Cooperative, the Arizona Department of Environmental Quality entered into a contract with Contractor to purchase the goods and services described in the Statewide Emergency Response and Non-Emergency Environmental Services, Contract No. CTR059029 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was March 2, 2022, until the date the contract expires on March 1, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 1, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 1, 2024. The City may renew

the term of this Agreement for up to (3) three additional year(s) until the Cooperative Purchasing Agreement expires on March 1, 2027. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

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

City of Glendale  
c/o Julie Ossege  
7070 W. Northern Avenue  
Glendale, AZ 85303

And

Environmental Response, Inc.  
c/o Greg Laney  
2202 W. Medtronic Way, Suite 108  
Tempe, AZ 85281

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

"City"

City of Glendale, an Arizona  
municipal corporation

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

Kevin R. Phelps  
City Manager

"Contractor"

Environmental Response, Inc.,  
an Arizona Corporation

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

Name: Greg Laney  
Title: CEO

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
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**EXHIBIT A**

(Statewide Emergency Response and Non-Emergency Environmental Services, State of Arizona  
Contract No. CTR059029)



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

## Section 1: Solicitation Summary

### 1.0 What the State Is Soliciting

The Arizona Department of Environmental Quality, Procurement Office division (the State), as authorized under A.R.S. § 41-2501, is seeking to establish one or more contracts to provide Statewide Emergency Response and Non-Emergency Environmental Services. The State anticipates awarding multiple Contracts to begin providing services by a target date of March 2022.

#### Persons with Disabilities

*Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.*

### OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY

### 2.0 How and When Proposals Are Due

Proposals will only be accepted **online in “The State’s e-Procurement System”** at <https://app.az.gov> until the **“Bid/Offer Due Date”** indicated in **“The State’s e-Procurement System”** for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office’s possession online no later than that deadline. Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk:

- by phone at (602) 542-7600, option 1; or
- by email to [app@azdoa.gov](mailto:app@azdoa.gov)

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in “The State’s e-Procurement System”.

### 3.0 Pre-Offer Conference

The State **WILL NOT** conduct a Pre-Offer Conference for this Solicitation

### 4.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the State’s **“Discussions with Buyer”** Tab in the e-procurement system. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

**End of Section 1**



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## Section 2-A: Scope, Pricing and Terms and Conditions

### Table of Contents

|                                                  |    |
|--------------------------------------------------|----|
| SECTION 2-A: Scope of Work .....                 | 3  |
| 1.0 Introduction .....                           | 3  |
| 2.0 Purpose and Background .....                 | 3  |
| 3.0 Definitions .....                            | 3  |
| 4.0 Scope Summary .....                          | 4  |
| 5.0 Scope of Services.....                       | 4  |
| 6.0 Health and Safety Program .....              | 6  |
| 7.0 Personal Protective Equipment .....          | 7  |
| 8.0 Other Required Equipment.....                | 8  |
| 9.0 Subcontractors .....                         | 8  |
| 10.0 Specific Requirements .....                 | 9  |
| 11.0 Performance Metrics .....                   | 14 |
| 12.0 Personnel Job Classifications .....         | 14 |
| 13.0 Delivery / Service Area.....                | 14 |
| 14.0 General Requirements .....                  | 15 |
| 15.0 Regulatory Requirements .....               | 16 |
| 16.0 Task Orders .....                           | 17 |
| 17.0 Conflict of Interest .....                  | 18 |
| 18.0 Title VI Non-Discrimination Assurances..... | 20 |
| SECTION 2-B: Pricing Document .....              | 23 |
| SECTION 2-C: Special Terms and Conditions.....   | 27 |
| SECTION 2-D: Uniform Terms and Conditions .....  | 51 |

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**EXHIBIT B**  
Scope of Work

**PROJECT**

The Contractor shall provide emergency response and non-emergency environmental services as needed.



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### SECTION 2-A: Scope of Work

#### 1.0 Introduction

The Arizona Department of Environmental Quality (ADEQ), a Division on behalf of the State of Arizona (hereinafter referred to as the "State") is responsible for administering Statewide Emergency Response and Non-Emergency Environmental Services (hereinafter the "Program") for all State departments, agencies, boards and commissions (hereinafter referred to as "Eligible Agencies"). The Program is self-funded for all eligible participants under A.R.S. §41-621.

The State is seeking proposals from qualified organizations to provide Emergency Response and Non-Emergency Environmental Services for the State's Program to assist the Eligible Agencies in administering and maintaining a comprehensive and cost-effective Program beginning March 2022.

#### 2.0 Purpose and Background

- 2.1 This solicitation replaces the previous Emergency and Routine Response Services statewide contracts from solicitation ADEQ17-00007081.
- 2.2 There was approximately \$ 1,696,091 total spend for the previous contracts.
- 2.3 The purpose of this solicitation is to provide Eligible Agencies a means to cope with environmental emergencies as specified in any Task Order issued under this contract and in the identification and implementation of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by hazardous substances and/or pollutants.
- 2.4 This is a multi-year, multi-task contract that may be utilized by other Eligible State Agencies as needed.
- 2.5 There are approximately 1,246 Eligible Agencies throughout the State.
  - 2.5.1 <https://spo.az.gov/programs/cooperative>
- 2.6 It is the intent of this solicitation to award contracts to suppliers who have experience with performing Emergency Response and Non-emergency Environmental Services. Any awarded contracts are not intended for consulting services.

#### 3.0 Definitions

- 3.1 **Emergency is defined as:** any response executed less than 24 hours after a request
- 3.2 **Routine is defined as:** any response to the emergency action that is executed greater than 24 hours and as a follow-up to the Emergency Response
- 3.3 **Non-Emergency Environmental Services (NEES) is defined:** as environmental services that may or may not be recurring. The personnel and equipment necessary for this type of work require specialized training and skills meeting OSHA 1910 standards.
- 3.4 **State on Scene Coordinator (SOSC)**
- 3.5 **State on Scene Coordinator Representative (SOSCR)**
- 3.6 **State Project Manager (SPM)**
- 3.7 **Permissible Exposure Limit (PEL)**



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### 4.0 Scope Summary

- 4.1 Contractors may bid on one or both services, Emergency Response and/or Non-Emergency Environmental Services.
- 4.2 Emergency Response and Routine Follow-Up to situations involving the release of hazardous substances and/or pollutants as defined in A.R. S. §Title 49 –201. Hazardous substances are produced, used, transported, stored, and disposed of statewide on a daily basis. The increasing use and transportation of hazardous substances will continue to raise the potential for incidents within the State of Arizona. A comprehensive and integrated approach to planning, preparedness, response and recovery from potential incidents involving hazardous substances and/or pollutants is necessary for the protection of the citizens of the State of Arizona. The State of Arizona must have the ability to efficiently and effectively respond to any threat which may affect the health and safety of its citizens and environment. When called to perform under this contract, the Contractor shall ensure the above stated purpose is satisfied.
- 4.3 Non-emergency environmental services such as, but not limited to:
  - 4.3.1 cleaning up wildcat dumps
  - 4.3.2 spills or releases
  - 4.3.3 disposal of hazardous or regulated waste
  - 4.3.4 abandonment of septic tanks
  - 4.3.5 closure and maintenance of dry wells
  - 4.3.6 transportation spills
  - 4.3.7 Cleaning and servicing oil water separators
  - 4.3.8 Tank cleaning
  - 4.3.9 Site clean-ups where hazardous materials, waste or regulated materials are present

### 5.0 Scope of Services

- 5.1 Emergency Response Actions: Any response in which Contractor shall respond within 15 minutes of verbal notification for service from the Using Agency. An Emergency Response shall be executed less than 24 hours after notification by the Using Agency SOSC, SOSCR or SPM.
  - 5.1.1 Routine Follow-up Actions: Any response to the emergency action that is executed 24 hours or more from the time of notification to the Contractor by the SOSC, SOSCR or SPM. Routine Follow-Up actions are those actions required to ensure long-term health and safety of citizens and/or the environment following any Emergency Response Service.
- 5.2 Non-Emergency Environmental Services (NEES): Any response in which the contractor shall respond to a scheduled project after forty-eight (48) hours or more from notification of request from a Using Agency. A written response from the contractor shall be provided and include a cost estimate and scheduling.
  - 5.2.1 NEES service rates shall be listed separately on the Price Sheet, Attachment M.
- 5.3 The Contractor shall provide for the emergency and routine identification, characterization, removal, air monitoring and disposal of hazardous substances and/or pollutants including; but not limited to:
  - 5.3.1 Hazardous materials
  - 5.3.2 Hazardous wastes
  - 5.3.3 Emissions and/or
  - 5.3.4 Discharges released in any manner
- 5.4 The Contractor shall provide emergency response services to abate imminent health and environmental danger as determined by the Using Agency.



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- 5.5 Emergency and Routine service rates are listed in the Price Sheet. Regardless of the response time, a response may be priced as either emergency or routine if agreed upon by the SOSC, SOSCR or SPM at the time of the request.
- 5.6 Contractor shall list equipment and rates in the Price Sheet, Attachment M.
- 5.7 Contractor's Services shall be used for assessment, air monitoring, identification, clean-up, removal, transportation, disposal of generated, abandoned, illegally dumped hazardous substances and/or pollutants or any release or threat of release in the State of Arizona, including Tribal Lands and the Colorado River.
- 5.8 The Contractor shall have the capability to efficiently, effectively and safely identify, characterize the extent of, remove, transport and properly dispose of hazardous wastes, hazardous substances and/or pollutants in various quantities
- 5.9 The Contractor shall agree that hazardous wastes, hazardous substances and/or pollutants may be, but are not limited to their definition under RCRA, CERCLA, OSHA, the CWA, any other applicable Federal or State law, and may include the following:
- 5.9.1 Any uncollected material on or under the surface of the ground, in or on a body of water, air emissions and in containers above ground, on the ground, underground or submerged in a body of water, or residual in a clandestine drug laboratory (UST investigation and remediation services are not included, unless requested by the SOSC or SOSCR).
- 5.10 The Contractor shall have the capability to provide environmental sampling analysis from an Arizona Department of Health Services (ADHS) licensed laboratory. The Contractor shall document the laboratory's license status for submitted samples. The Contractor shall also confirm that the laboratory is licensed to test for the contaminants of concern.
- 5.11 The Contractor shall have the capability to perform air monitoring for particulate readings of PM1, PM2.5, PM4, and PM10.
- 5.12 An SOSC or SOSCR will be assigned to each specific incident and the Contractor shall report directly to the SOSC or SOSCR.
- 5.13 The Contractor shall have an adequate health and safety training program for employees working around all hazardous waste, hazardous substances and/or pollutant cleanups provided in OSHA 29 CFR Part 1910. All employees engaged under this contract shall have and provide proof of current certification during the evaluation phase of the solicitation process or upon request by the SOSC or SOSCR.
- 5.14 The Contractor shall take any response action, under the direction of the Using Agency, consistent with the terms and conditions of the contract and in accordance with the directions of the Task Order. Task Orders may be issued verbally and via email, but will be formalized in writing within a reasonable amount of time. The Contractor shall provide personnel, labor, equipment and materials necessary to perform the requirements of the contract, which shall include the relevant areas of this Scope of Work, the approved Method of Approach and Task Order.
- 5.15 When requested, the Contractor shall provide a written not to exceed assessment of the cost and a Method of Approach for each project based upon the not to exceed prices stated in this contract. The Contractor shall be required to complete all work outlined by the Method of Approach in accordance with the not to exceed cost.
- 5.16 The Using Agency shall not be unreasonable in allowing cost revisions in the event of unforeseen circumstances. If the SOSC or SOSCR determine that a revision to the original Method of Approach (assigned tasks and/or cost) are necessary, written documentation detailing the task and schedule revisions, the reasons for such revisions and cost adjustment will be considered by the Using Agency.
- 5.17 The Contractor shall agree and understand that the SOSC or SOSCR shall have full and final authority for, but not limited to the following:
- 5.17.1 Determination of completion of each project;
- 5.17.2 Review of daily cost figures;



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- 5.17.3 Approval of sampling analyses plans containing field sampling plans and quality assurance project plans;
- 5.17.4 Review of test methods;
- 5.17.5 Approval of cleanup procedures;
- 5.17.6 Disapproval of the use of certain equipment, personnel, materials, services and/or procedures;
- 5.17.7 Hours of work and/or days of work;
- 5.17.8 Establishment of proper safety protocol;
- 5.17.9 Stopping work for safety, environmentally unsafe activities or procedures;
- 5.17.10 Approval of decontamination procedures;
- 5.17.11 Approval of disposal sites and treatment technologies for waste generated from cleanups;
- 5.17.12 The Contractor shall agree that the completion of a project shall be based upon removal and disposal of all hazardous substances and/or pollutants, as well as final site restoration as determined by the SOSC or SOSCR.
- 5.17.13 The completion of a project shall be at the convenience of the Using Agency, as determined by the SOSC or SOSCR.
- 5.18 The Using Agency may request, at their discretion, documentation to support any other personnel to insure these personnel possess the experience and expertise required for that personnel classification.
- 5.19 The Contractor shall submit upon request all copies of invoices for payment to the SOSC or SOSCR for review and approval.
- 5.20 The Contractor shall keep a complete record of all labor, equipment, materials and outside services expended in the performance of a project under this contract and shall include such records with the final invoice for payment.
- 5.21 The Contractor shall provide the daily cost for all goods and services to the SOSC or SOSCR, if requested.
- 5.22 The contractor shall agree and understand that the contract is not an exclusive contract and that the State of Arizona and/or Using Agencies reserve the right to remove any hazardous waste, hazardous substance and/or pollutant by any means necessary.
- 5.23 The Contractor shall assign qualified individuals to key positions.
- 5.24 All key personnel are to be identified within the Offeror's Key Personnel document (Attachment D) and/or the Emergency Response Report. Once assigned to these positions under a project, key personnel shall not be removed or replaced without prior written notification to and approval by the SOSC or SOSCR. As applicable, the SOSC or SOSCR for each specific project shall review and approve the key personnel list as soon as possible, but no later than two (2) days after the project start date.

## 6.0 Health and Safety Program

- 6.1 The Contractor shall prepare and implement site-specific health and safety plans for appropriate places of work activity for its employees, subcontractors, subcontractor's employees and authorized personnel.
- 6.2 The Contractor may also be required to provide site-specific health and safety training to Using Agency staff.
- 6.3 The Contractor shall provide upon request, for approval, any written traffic control plans to the SOSC or SOSCR.
- 6.4 The Contractor shall have an existing health and safety program which shall comply with OSHA Reference 29 CFR 1910 and EPA commended standards (per CERCLA and/or RCRA), and shall include, but not limited to, the following:
  - 6.4.1 Firms health and safety policies and responsibilities.
  - 6.4.2 Key personnel and their health and safety responsibilities.
  - 6.4.3 Employees' responsibilities.



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- 6.4.4 Personal protective equipment capabilities, including respiratory protection programs.
- 6.4.5 Standard Operational Procedures (SOP) for safety and health.
- 6.4.6 Medical and exposure monitoring program for field personnel.
- 6.4.7 Health and safety program documentation and record keeping.
- 6.4.8 Site-specific Health and Safety plans – Each site-specific health and safety plan shall comply with Federal and State requirements (EPA, CERCLA, RCRA or other site safety plan format) and may include, but not be limited to, the following:
  - a. Identification of key personnel for the project, including: Specific assignment for the project and health and safety responsibilities.
  - b. Summary of risk assessment for the project, including: Threat to workers; Threat to nearby community (if applicable); Assessment of worker exposure; and Threat to the environment.
  - c. Air monitoring plan for the project, including: Ambient air quality; Assessment of community exposure (if applicable); Assessment of work exposure; and Determination of acute exposure to hazardous wastes or hazardous substances while working on site.
  - d. Personal protective equipment selected for the project. Designate level of preparedness (i.e.) Level A, B, C, or D.
  - e. Written specific decontamination procedures for personnel and equipment.
  - f. Listing of general safe work practices for on-site activities.
  - g. Description of safety measures established for the site.
  - h. Area evacuation plan for employees, equipment and general populace.
  - i. Emergency response plans established for the project, including: On-site emergencies; Off-site emergencies; nearby community protection (if applicable); and Medical response.
  - j. Worker training requirements for the project.
  - k. Medical surveillance program for key and field personnel including: Determination that workers can use respiratory protection (if applicable); Determination on physical condition to withstand stresses such as heat stress; specific biological monitoring of exposure conditions; and Documentation of the various elements of safety plan and site activities.
  - l. Environmental sampling procedures and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment.
  - m. Confined space entry procedures.

## 7.0 Personal Protective Equipment:

- 7.1 Vapors, gases, and particulates from hazardous waste or hazardous substance response activities place response personnel at risk. For this reason, response personnel must wear appropriate personal protective clothing and equipment whenever they are near a site. The more that is known about the hazards at a release site, the easier it becomes to select personal protective equipment. There are four levels of personal protective equipment;
  - 7.1.1 Level A provides for the greatest potential to exposure to hazardous conditions
  - 7.1.2 Level B requires the highest level of respiratory protection with lesser levels of skin protection.
  - 7.1.3 Level C is required when the concentration and type of airborne substances is known and the criteria for using air-purifying respirators is met. The main criterion for Level C is that atmospheric concentrations and other selection criteria permit wearing an air-purifying respirator.



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- 7.1.4 Level D being the minimum protection required.
- 7.2 The objective is to provide protection to a level of exposure below Permissible Exposure Limits (PELs) for known and suspected hazardous wastes, hazardous substances, and health hazards.
- 7.3 The Contractor shall provide appropriate and adequate personal protective equipment, including such items as respirators, rubber boots, disposable protective garments, gloves, etc. as required for PELs A-D for the responding personnel. The personal protective equipment shall protect employee from exposure to any harmful contaminants or physical or other hazards associated with the response.
- 7.4 The Contractor shall provide National Fire Protection Administration (NFPA) fire clothing, including head and boot gear.
- 7.5 The Contractor may be responsible for supplying personal safety clothing for the SOSC or SOSCR in emergency situations.

## 8.0 Other Required Equipment

- 8.1 Sampling equipment required to sample all environmental media including, but not limited to: air, groundwater, surface water, soil, stream sediment, solids and old liquids contained in drums or bulk storage containers, items, materials, surfaces and air in clandestine drug laboratories, etc. shall be available when responding.
- 8.2 Air monitoring equipment required to monitor dust particulate matter, organic vapor concentrations and explosive potential shall be available when responding.
- 8.3 Equipment and materials required to contain releases, neutralize spills, and containerize hazardous and solid wastes shall be available when responding.
- 8.4 Maintenance schedules and calibration documents for equipment used when responding shall be up-to-date and available for inspection by the Using Agency representative at the site or during normal working hours at the Contractor's facility.
- 8.5 Site security equipment used to barricade or prohibit entrance into the site.
- 8.6 The Using Agency shall have the right to approve or disapprove of any equipment proposed for use by the Contractor.

## 9.0 Subcontractors

- 9.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site. All subcontractors utilized on a project site must be listed in the Contractor's Method of Approach and/or the Contractor's Emergency Response Report. Once assigned to the project, subcontractors shall not be removed or replaced without prior written notification to and approval of the SOSC or SOSCR. The SOSC or SOSCR for each specific project shall, when appropriate, review and approve the subcontractors list as soon as possible, but no later than two (2) days after the project start date.
- 9.2 The Contractor shall list all subcontractors used (including their qualifications), license, supplies and laboratories used for sample analysis. Additionally, the Contractor shall provide a list of transporters, storage, disposal facilities, cultural resource survey subcontractors and any miscellaneous rental equipment subcontractors (i.e.) fencing, barricades, etc. Exclusive ties to a disposal facility or other subcontractor shall be identified. All subcontractors are to be identified within the Contractor's Method of Approach and/or Emergency Response Report. The SOSC or SOSCR for each specific Task Order shall, when appropriate, review and approve the subcontractor list as soon as possible, but no later than, two (2) days after the Task Order start date. The Contractor shall make any adjustments to the list as directed by the SOSC or SOSCR.
- 9.3 Administrative expenses for providing items such as insurance, bonds, travel, per diem and incidental supplies (e.g. office supplies, hardware supplies, petty cash, etc.), shall be considered an administrative expense and shall not be used in computing the subcontractor management mark-up.



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- 9.4 Subcontracted services include, but are not limited to, well drillers, laboratory services, Investigation Derived Waste (IDW) containerization and transportation, utility locators, archaeologists, traffic control, equipment rentals, large material purchases and similar trade professions with the Using Agency's advanced approval.

## 10.0 Specific Requirements

- 10.1 **Emergency Response Time**  
Within fifteen (15) minutes of verbal notification for service from the Using Agency, the Contractor shall verbally respond to the Using Agency. Within one (1) hour of verbal notification for service from the Using Agency, the Contractor's emergency response equipment and personnel shall be enroute to the incident scene. At the request of the Using Agency, response equipment and personnel shall be capable of reaching any point in Arizona within ten (10) hours of the request. The Using Agency may designate a response as an emergency response for situations that result in a greater than twenty-four (24) hour response time.
- 10.2 **Routine Response Time**  
Response to routing situations shall be based on availability of the Contractor. Routine billing rates shall be observed by the Contractor for these situations. Any response greater than twenty-four (24) hours from the time of notification to the Contractor, will be considered routine and shall be billed accordingly by the Contractor. Situations that are designated as routine and are responded to in less than or equal to twenty-four (24) hours, shall be billed at the routine rate. In instances where the Contractor is unable to perform the response within seventy-two (72) hours, the Using Agency shall be informed of the potential delay as soon as possible.
- 10.3 **Arriving On-Site**  
Upon arriving at the site, the Contractor shall communicate directly with the SOSC or SOSCR regarding the incident; record and preserve evidence; and conduct an initial survey. The survey shall include sufficient site-specific information with the incident to enable the Contractor to propose a Method of Approach to accomplish the project in the most effective, efficient and safe manner possible.
- 10.4 **Media Contact**  
All media contact shall be referred to the SOSC or SOSCR.
- 10.5 **Verbal Approval**  
10.5.1 The Contractor shall not begin response work until the SOSC or SOSCR has verbally approved the on-site Method of Approach. The Method of Approach shall define the types and quantities of response personnel, equipment, materials, subcontractors and any other pertinent items to be used to resolve the incident. The Contractor's Method of Approach shall state the estimated time of completion and cost to resolve the incident.  
10.5.2 If free liquids or product have pooled upon a porous substrate or body of water, immediate action shall be taken to contain and collect such material. Upon approval from the SOSC or SOSCR, recovery of free product shall be carried out prior to the development of the on-site survey and Method of Approach.  
10.5.3 Preserve and record evidence as directed by the SOSC or SOSCR.
- 10.6 **On Scene Site Health and Safety Plan**  
10.6.1 Prior to performance of any work at the site, Contractor shall review a site-specific health and safety plan with all employees, subcontractor's employees and other authorized personnel.  
10.6.2 If time does not permit the development of a site-specific health and safety plan, the Contractor may develop an on-scene "tailgate" site health and safety plan.  
10.6.3 All Contractor and subcontractor personnel at the site shall review the health and safety plan and shall sign in and date acknowledging that they reviewed the health and safety plan prior to conducting any work at the site.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 10.7 Containment and Countermeasures

10.7.1 Defensive actions shall be taken to protect the public health, welfare and the environment, which may include, but not be limited to:

- a. Sampling and analysis to determine the identity, source, extent of contamination and disposal options of the hazardous wastes, hazardous substances and/or pollutants.
- b. Containing material at its source and preventing further acute flow, using absorbents or other materials to restrain the spread of the material, placing physical barriers to retard the spread of the material, constructing slurry trenches, earth moving, drum handling, containerizing and diverting surface water. This also includes countermeasures including controlling water discharge from upstream impoundments, providing alternative approved drinking water supplies on a temporary basis, security, recovery of product, measurement and abatement of hazardous vapors, transportation, storage and disposal of contaminated materials.

### 10.8 Abatement Activities

Clean up and mitigation actions shall be taken to recover the material from the affected media. These actions shall include whatever steps are necessary and have been approved by the SOSC or SOSCR and are in accordance with all applicable Federal, State and local laws and regulations.

### 10.9 Sampling and Analysis

10.9.1 Analytical activities shall be accomplished on a timely basis or through an on-site mobile laboratory to provide appropriate chemical and physical analysis. Written analytical results requiring the use of a fixed-base laboratory shall be reported on a timely basis of sample collection, unless otherwise directed by the SOSC or SOSCR.

10.9.2 At the discretion of the Using Agency, the Contractor shall provide a plan for the laboratory analysis of samples, including, but not limited to the following:

- a. Sample labeling, preservation, and transportation procedures.
- b. Name of the analytical laboratory.
- c. Qualifications of laboratory personnel.
- d. Laboratory certification and/or accreditation.
- e. Methods of analysis available.
- f. Quality assurance and quality control procedures.
- g. Chain of custody
- h. Laboratory reports – Copies of the laboratory report shall be delivered to the Using Agency on a regular and timely basis after collection.
- i. Laboratory report shall include the Arizona Department of Health Services license number.
- j. Laboratory data verification and validation procedures.

### 10.10 In Undertaking Analysis of Samples, The Contractor Shall

10.10.1 Use safe handling procedures and generally accepted laboratory practices, (i.e.) proper sampling technique, sample preparation, preservation, holding times, etc. to prepare and analyze for the presence or absence of specific organic and inorganic compounds in gas, liquid and solid samples in accordance with:

- a. EPA publication SW-846, Hazardous Waste Test Methods
- b. Methods approved by the Arizona Department of Health Services
- c. Other Federal methods upon approval of the SOSC, SOSCR or SPM

10.10.2 Document all the results and data. This data may be used by the Using Agency to determine the existence and extent of threats to the public and the environment posed by the release and in civil and/or criminal litigation of the responsible party which



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

requires strict adherence to chain-of-custody protocol, document control and quality assurance and quality control procedures.

- 10.10.3 Provide all quality control and quality assurance data and other raw data as specified along with analytical reports to the Using Agency.

**10.11 Material Identification/Haz-Cat Testing**

Initial material identification field tests, such as "fingerprinting" or haz-cat testing shall be performed immediately for unknown materials and the results logged in field notes at the time of investigation.

**10.12 Waste Profile Samples**

All necessary sample analysis shall be performed to properly identify and profile the material(s) being disposed.

**10.13 Confirming Samples**

In a case where soil contamination has taken place, confirmatory sampling shall take place to assure that all the contaminated soil has been removed. The Arizona Soil Remediation Levels are the applicable standard for remediation goals involving contaminated soil. Proper sampling, methodology and handling are required to assure cleanup goals have been obtained. In a situation where a clandestine drug laboratory is contaminated to the extent remediation is required, the "Drug Laboratory Site Remediation Best Standards and Practices" (See A.A.C. R4-30-305) provide the applicable remediation clearance levels. Upon approval of the SOSC, SOSCR or SPM, all sampling and analysis techniques will be in accordance with:

- a. SW-846
- b. Methods approved by the Arizona Department of Health Services (or)
- c. Other Federal methods

The Contractor shall determine the number and location of confirmatory samples to be taken.

**10.14 Duplicate Samples**

To assure compliance with regulatory statutes, at a minimum, three (3) samples and one (1) duplicate sample are required to be taken to confirm the Arizona Soil Remediation Levels have been achieved. Additional duplicate samples will be required at a determined rate of one duplicate sample per ten (10) confirmation samples.

**10.15 Sample Location Diagram**

The Contractor shall be required to produce a diagram indicating the location, number, analysis and results of each sample point. Sample location diagrams shall include the size of excavation (length, width, and depth), the location and distance of the excavation in relation to fixed objects (i.e.), trees, buildings, etc., sample location points and analysis results. In the case of a clandestine drug laboratory, the Contractor shall implement the sampling procedures provided under the "Drug Laboratory Site Remediation Best Standards and Practices" (See A.A.C. R4-30-305).

**10.16 Restoration**

At the request of the SOSC or SOSCR, actions shall be taken to repair or replace items damaged by the response operations and to restore the damaged environment to as near pre-incident conditions as possible. Such actions may include, but not be limited to, soil replacement, backfill, compaction, grading, paving and re-vegetation and/or seeding.

**10.17 Transportation**

- 10.17.1 Transportation and removal of hazardous substance and/or pollutants from the site shall be provided by the Contractor. Proper shipping documents (i.e.) waste manifests, bills of lading, chain-of-custody forms, etc., shall be completed and signed by the applicable individuals (i.e.) transporter, generator, generator representative, etc., prior to removing any materials from the site for disposal or analysis.
- 10.17.2 Hazardous waste manifests shall be prepared and signed by the generator or the Using Agency representative. If the Using Agency representative authorizes, the Contractor may prepare and sign the manifest.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 10.18 Storage and Disposal

- 10.18.1 The Contractor shall provide storage and disposal for all materials that require disposal. Documentation shall be required to indicate that proper storage and disposal methods were attained. Submittals of disposal records (i.e.) Certificates of Disposal/Recycling, land disposal restriction forms, etc., are required to show that all materials were stored and disposed of properly.
- 10.18.2 In the event that disposal facilities impose a local or state tax on disposal, the Contractor shall pay the tax and invoice the Using Agency for the exact amount of the tax.

### 10.19 Cultural Resources Survey

- 10.19.1 Pursuant to A.R.S. §41 –864, the Land Managing Agency (LMA), SOSC or SOSCR shall notify the State Historical Preservation Office (SHPO) of the incident within forty eight (48) hours. The notice shall request the SHPO's opinion regarding the need for a Cultural Resource Survey (CRS).
- 10.19.2 If the SHPO recommends to the LMA, SOSC or SOSCR that a CRS is warranted, the LMA, SOSC or SOSCR will notify the Contractor, who shall be responsible for ensuring that the CRS is performed. The CRS may be done before, during or after the emergency response, as determined by the LMA, SOSC or SOSCR.
- 10.19.3 Within thirty (30) days of the completion of the CRS, the Contractor shall submit three (3) copies of the CRS Report to the LMA, who will transmit one (1) copy to the SHPO and one (1) copy to the SOSC or SOSCR, if requested.
- 10.19.4 The Contractor shall make any revisions to the CRS Report that are deemed necessary by the LMA, SOSC or SOSCR, in consultation with the SHPO.

### 10.20 Reporting – Emergency Response Report

- 10.20.1 The Contractor shall be required to submit an Emergency Response (ER) Report specific for each emergency response. The Contractor shall submit the requested number of copies of the ER Report to the appropriate Using Agency. Each Using Agency may have specific requests of the Contractor in regards to each ER Report submitted (i.e.), number of draft reports (if any), number of final reports, additional materials to be included, etc.
- 10.20.2 Unless otherwise directed by the SOSC or SOSCR, the above required Report shall be submitted within thirty (30) days after the conclusion of field activities. Should the SOSC or SOSCR return the report with their comments, changes, etc., the Contractor shall appropriately address and/or correct the Report which shall be due back to the SOSC or SOSCR within five (5) business days unless the SOSC or SOSCR allows more time.
- 10.20.3 The Report shall include all the data elements described below and maintain the order as indicated below, however the Contractor may reproduce the Report data elements. On to their own software, which should be in Microsoft Word or PDF format. Additionally, the Contractor shall provide an electronic version of the Report compatible with Using Agency software. This may be accomplished by electronic mail. The contractor shall certify on the "Report" that all the information in or attached to the Report is complete and accurate to the best of the contractor's knowledge.
  - a. Contractor Information: Contractor's name, address, phone number, email, and Contractor Task Order number;
  - b. Generator Information: Generator name, address, contact, task order number, phone number, and fax number;
  - c. SOSC or SOSCR Information: SOSC or SOSCR name, address, contact, task order number, phone number, and fax number;



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- d. EIR Information: ER call received by, date, time, location of ER, County, Township, Range, Section, Global Positioning System, Latitude/Longitude, Universal Transverse Mercator;
- e. Incident Description:
- ✓ Scene Description: description of the scene upon arrival to the site, proximity to houses, schools, wells, surface water, washes, vegetation, current land use, related human/environmental exposures.
  - ✓ Hazardous Waste, Hazardous Substances/Pollutants Involved: types of hazardous substance/pollutants involved in the incident.
  - ✓ Chemical Hazards: flammability, corrosively, reactivity, toxicity characteristics, explosion risks, etc.
  - ✓ Physical Hazards: flammability, corrosively, reactivity, toxicity characteristics, explosion risks etc.
  - ✓ Spill Dimensions: length, width and depth of spilled material.
  - ✓ Contamination extent: room in a residence, apartment, RV, mobile home, shed, etc.
  - ✓ Spill Quantity: estimate of amount spilled (gallons, pounds, kilograms, cubic yards, etc.).
  - ✓ Responsible party information: carrier name, DOT#, vehicle description.
  - ✓ Contamination Media: type of media that was contaminated (soil, concrete, asphalt, carpet, surfaces such as walls, kitchen top etc.).
- Injuries Present: Individuals that were injured before, during or after the ER took place that were directly involved with the response actions.
- f. On Scene Information: List all Contractor personnel involved in the ER, time of arrival, time of departure, date of arrival, date of departure, name and title of SOSC or SOSCR and other additional on-scene information.
- g. Response Actions to Contain/Clean Up Substance/Pollutants/Remediate Site: Brief description of activities that took place to remediate the site, including soil removal, sampling activities, restoration activities, backfilling (source, amount, etc.), cleaning, demolition, washing, the applicable Arizona Soil Remediation Levels (contaminant specific), and "Drug Laboratory Site Remediation Best Standards and Practices" (See A.A.C. R4-30-305).
- h. Equipment/Materials Being Used, PPE Involved and Vehicles: A list of all equipment, material, PPE and vehicles used during the response action.
- i. Subcontractors Being Used: A list of all subcontractors involved with the response action and the service that was provided.
- j. Materials Removed and Disposed from Site: List materials that were removed and disposed from the site, including drums, contaminated media, solid waste, etc.
- k. Location and Method of Disposal/Recycling: Indicate the location of final disposal and methods that will be used for disposal (landfill, incineration, stabilization, recycling, etc.). All documentation related to transport and disposal (waste manifest, certificate of disposal, etc.) must be included in the report.
- l. Drawing and/or Diagrams of EIR Scene (Site Map): Site map shall include North direction arrow, scale or distances, permanent reference points (buildings, trees, etc.), types of groundcover (soil, gravel, asphalt, concrete, etc.), locations of spills and/or drums, location of samples and depths, etc.
- m. Laboratory Analysis Results, Chain-of-Custody Forms, Manifests, Bills of Lading Forms, Land Disposal Restriction (LOR) Forms, Etc.
- n. Minimum of three (3) maps including a site map and sample location map.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- o. Photographs directly related to the ER scene (before, during and after).
- p. Site specific Health and Safety Plan.
- q. Project specific Certificate of Insurance.

### 10.21 Direct Charge Expendables

The Contractor shall not direct charge expendables or other items that are normally part of their inventory, unless the item is specifically priced in the "Price Sheet" or approved by the Using Agency on a case by case basis.

- 10.21.1 For any individual Task Order which is of unusual magnitude or circumstances, the Contractor may request the Using Agency to approve Direct Reimbursement of a specific item for that Task Order only.

## 11.0 Performance Metrics

- 11.1 As part of a Lean Management System, State agencies may measure the performance of the Contractor in the following areas for responses considered an Emergency:

- 11.1.1 Verbal Response within fifteen (15) minutes
- 11.1.2 Enroute within one (1) hour, from initial notification.
- 11.1.3 Arriving at response site within ten (10) hours, from initial notification.

## 12.0 Personnel Job Classifications

- 12.1 On-Scene Staff shall possess a minimum of 40 hours Hazardous Materials Operations training set forth under the Occupational Safety and Health Administration (OSHA) certification program as stated in OSHA 1910.120 and must complete the Federal Emergency Management Agency IS-100, 200, 700 and 800. Additional job specific training and/or certifications deemed necessary by OSHA for specific tasks are also required such as Confined Space Entry, Powered Industrial Truck, Lead and Asbestos worker, etc. The SOS, SOSCR or requesting agency will review any additional training and/or certifications to ensure that the Technicians meet the OSHA requirements.

## 13.0 Delivery Service Area

- 13.1 Contractor shall deliver or perform Statewide, wherever Eligible Agency's needs for the contracted services arise.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 14.0 General Requirements

- 14.1 **Specific Laws:** The Contractor agrees that all work authorized under the Task Orders must be performed in conformance with all applicable Federal, state, and local laws, regulations, and rules including, but not limited to the following: Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and Superfund Amendments and Reauthorization Act (SARA), and future Superfund authorizations as enacted by Congress, Occupational Safety and Health Act (OSHA), Resource Conservation and Recovery Act (RCRA), Clean Water Act, Clean Air Act, Arizona Hazardous Waste Management act, Used Oil Management Act, and Toxic Substance Control Act, Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Subpart E and all statutory requirements included within A.R.S. § Title 49 - The Environment, and A.R.S. § Title 45 Waters.

14.2 **Contractor's Personnel:**

Professional Staffing: Contractor agrees and understands that some work, when requested in the Task Order SOW, may require the performance of a Professional Engineer (PE) and/or a Registered Geologist (RG), registered in the State of Arizona and consistent with the applicable rules and by-laws of the Arizona Board of Technical Registration. Plans, specifications, reports and other professional documents, as required by the Using Agency, must be sealed by such registered professional and must be acceptable to the Using Agency Project Manager or Project Coordinator in form, timeliness, contents and presentation. "All staff referenced must be currently employed by the vendor" to make the evaluation of the vendor accurate and better represented.

Regardless of position, role or duties, Contractor shall only assign personnel who are appropriately alert, fit, qualified, trained, and equipped for their assignments. Unless a particular Order specifies certain numbers of personnel, Contractor shall:

- a. Provide adequate numbers of appropriately qualified and authorized personnel as necessary to carry out the Services successfully;
- (a) Assign, at minimum, the key personnel identified in the Accepted Offer to the positions, roles, and/or duties indicated therein; and
- b. Not remove or reassign any of those key personnel without State's prior consent, which State may withhold at its discretion.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

14.3

### Required Monitoring and Reporting:

Vendor Performance Report (VPR) (Exhibit B) The Contractor shall perform all duties under this Contract in a manner acceptable to the Department. The using agency Project Manager also known as Contract Officer Representative will complete a VPR after completion of a Task Order or at the end of each Fiscal Year. Additional Metric information may be added after contract award within the best interest of the state.

- The Contractor may be evaluated based on the following ratings and performance categories:
  - Quality: Compliance with Contract Requirements; report accuracy; effectiveness of personnel; and technical excellence.
  - Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed project on time; and met delivery schedules.
  - Cost Control: Kept to the forecast within 20%, Utilize cost savings, adherence to the cost sheets, followed the State Travel guidelines and submitted change orders within allotted time.
  - Business Relations: Effective management; reasonable/cooperative behavior; responsive to Contract requirements; notification of problems; flexibility; and proactive versus reactive.
- Using Agency Project Manager completes a brief description of the Task Order requirements;
  - Using Agency Project Manager Evaluates Contractor performance and assigns a rating for quality, cost control, timeliness of performance and business relations categories including a brief narrative for each rating if deemed appropriate.
  - Forwards the VPR to the Contractor.
    - The Contractor shall be granted 7 days from the date the Contractor's receipt of the VPR to review and provide a response to the Using Agency Project Manager regarding the contents of the report.
- The Contractor reviews the VPR.
  - The Contractor provides a response (if any) to the Using Agency Project Manager on company letterhead.
  - The Contractor may submit comments, rebuttals (disagreements) or additional information to the Using Agency Project Manager that contest the VPR ratings.
  - The Contractor completes Contractor representation information; and
  - The Contractor forwards the report to the Using Agency Project Manager within the designated timeframe.
    - If the Contractor does not respond to the VPR within the designated timeframe, the specified ratings in the report are deemed appropriate for the evaluation. In this instance, the Using Agency Project Manager shall sign and file the VPR.

**A VPR is considered complete only after the using agency Project Manager signs the report. The Using Agency Project Manager will provide a copy of the completed report to the Contractor.**

## 15.0 Regulatory Requirements

- 15.1 Contractor agrees that all work authorized under a Task Order shall be performed in conformance with all applicable Federal, State, and local laws, regulations, and rules including, but not limited to the following:

- 15.1.1 Comprehensive Environmental Response Compensation and Liability Act (CERCLA)
- 15.1.2 Superfund Amendments and Reauthorization Act (SARA) and future Superfund authorizations as enacted by Congress.
- 15.1.3 Occupational Safety and Health Act (OSHA)
- 15.1.4 Resource Conservation and Recovery Act (RCRA)
- 15.1.5 Clean Water Act
- 15.1.6 Clean Air Act
- 15.1.7 Arizona Hazardous Waste Management Act



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 15.1.8 Used Oil Management Act
- 15.1.9 Federal Motor Carrier Safety Regulations
- 15.1.10 Federal Hazardous Materials Regulations as adopted by the State of Arizona
- 15.1.11 Toxic Substance Control Act
- 15.1.12 All statutory requirements included within A.R. S. §Title 49 – The Environment
- 15.1.13 All statutory requirements included within A.R. S. §Title 45 – Water Quality

## 16.0 Task Orders

Any **Routine or Non-Emergency Environmental Services** work under this contract shall be authorized by a Task Order issued by the Using Agency Project Manager. No additional work is to be performed without an approved Task Order Amendment. Firms that receive an award in a discipline will be qualified to receive and compete for task orders in the discipline, within the best interest of the state. Firms can receive awards in multiple disciplines.

- 16.1 Using Agency will submit an initial Task Order Scope of Work by e-mail. Response to Task Order shall be acknowledged within five (5) business days, unless instructed otherwise. The awarded Contractor(s) shall have a designated e-mail address/telephone number to receive all task orders.
- 16.2 Contractor shall respond to Using Agency with a proposal, which shall include:
  - Proposed Scope of Work with any suggested changes to the initial Scope of Work;
  - Firm Fixed Price Cost Proposal including the hourly rates provided in the bid response;
  - Detailed Cost Worksheet which explains the Cost Proposal total (Per Bid Price - Attachment M);
  - Specific personnel to be assigned to complete the work;
  - Availability of the Contractor to complete the task;
  - Conflict of Interest language is included in section 9 below.
- 16.3 Using Agency will review Task Orders and negotiate as necessary. If fair and reasonable compensation and Task Order requirements cannot be agreed upon with the chosen Contractor, the Contractor shall be notified in writing of the termination of negotiations and using agency will then negotiate with the next most qualified Contractor until an agreement is reached or the Task Order maybe canceled.
- 16.4 If a Scope of Work is sent to the Contractor and the Contractor finds additional work is required to complete the Task Order this will be negotiated between the using agency Project Manager and the Contractor at that time
- 16.5 Within the Organizational Profile, a section lists contract representatives to contact. If these names change at any time during execution of the contract, the Contractor is responsible to notify ADEQ when the personnel changes.
- 16.6 Task Order Costs:
  - The State Pricing Document information provided in the proposal response shall be used as a basis for all task orders. The rate sheet will be used to compile cost for all future Task Orders issued. A detailed cost breakdown will be provided with each Task Order Scope of Work for each site submitted by the Contractor.
  - All Cost lines on the Pricing Schedule must be filled in even if subcontracted to other companies for the work. If the rate is a subcontracted rate, mark with an asterisk. If any



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix AZ 85007

- Services required in the scope or work are expected to be subcontracted, identify with an asterisk.

- 16.7 The Using Agency reserves the right to add related services to the contract as determined to be in the best interest of the State. The cost of any additional services shall be negotiated.

## 17.0 Conflict of Interest

- 17.1 The Contractor shall submit a written disclosure regarding the existence of any real or potential Conflict of Interest that the Contractor, individual employee, or applicable Subcontractor(s) may have. The following shall be considered Conflict of Interest:
- 17.1.1 The existence of a current financial relationship between the Contractor and the Conflicting Party within the past five years. Financial relationship includes owing money to or being owed money by a conflicting party.
  - 17.1.2 Having performed work for a Conflicting Party and having issued a warranty or guarantee for the work that is still in effect;
  - 17.1.3 Allowing a Contractor employee to work on the Task Order project area if that Contractor employee was an employee of a Conflicting Party or was an employee of a Contractor to a Conflicting Party within the previous two years; and
  - 17.1.4 Acceptance by the Contractor of any gifts or gratuities from a Conflicting Party.
  - 17.1.5 The existence of a past financial relationship in which the Contractor provided opinions or conclusions to a Conflicting Party.
  - 17.1.6 The existence of a potential Conflict of Interest between a Contractor and a Conflicting Party that is not defined above, but which creates an appearance of impropriety. An appearance of impropriety shall be defined as a situation where the activity of a Contractor may create the impression that a Conflict of Interest and/or a similar improper relationship exists between a particular Conflicting Party and the Contractor. An appearance of impropriety may exist even if a real Conflict of Interest (as defined above) does not exist. The ADEQ will make a determination in the best interests of the ADEQ on a specific project basis.
- 17.2 It shall be the duty of the Contractor to report in writing to the Using Agency any of the real or potential Conflict of Interest situations, as noted above, within five days of when the Contractor knew or should have known of their existence.
- 17.3 The Contractor shall provide and maintain adequate procedures and controls to ensure that if a real or potential Conflict of Interest arises or is discovered between the Contractor and a Conflicting Party, that the



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

Using Agency is notified within five days of when the Contractor knew or should have known of their existence.

- 17.4 The Using Agency reserves the right to waive Conflicts of Interest as it deems in its best interest.
- 17.5 All proposed Subcontractors shall be subject to the same Conflict of Interest provisions as stated above. Conflict of Interest provisions must be included in all Contracts with Subcontractors.
- 17.6 The Contractor shall submit with their Offer a disclosure statement concerning potential Conflicts of Interest for all employees of the Contractor potentially assigned as Personnel on an Offer.
- 17.7 The disclosure statement shall address all Conflicting Party relationships. The Contractor is to provide along with its disclosure statement, information on its financial and business relationship with all Conflicting Parties and with the Contractor's parent companies, subsidiaries, affiliates, Subcontractors or current clients. (This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties).
- 17.8 The Contractor shall not provide data generated or otherwise obtained in the performance of a Task Order to any party other than the ADEQ, or its authorized agents for the life of the Task Order, and for a period of five years after completion of the Task Order except as directed by the ADEQ.
- 17.9 The Contractor shall not accept employment from any party other than State or Federal agencies for work directly related to the Task Order project area(s) under the Contract for five years after the Task Order has terminated. ADEQ may exempt the Contractor from this requirement through a written release.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 18.0 Title VI – Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration*, may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).



## Request for Proposal

Solicitation No. **BPM003931**

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
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1110 W. Washington Street  
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### **SECTION 2-A SUPPLEMENTS:**

(Offeror to insert as required and list here or type "None" on first line)

|    | Title                             | Document Date | No. of<br>pages | Purpose in Offer |
|----|-----------------------------------|---------------|-----------------|------------------|
| 1. | Enter or type "None"              |               |                 |                  |
| 2. | Enter or delete row if not needed |               |                 |                  |
| 3. | Enter or delete row if not needed |               |                 |                  |
| 4. | Enter or delete row if not needed |               |                 |                  |
| 5. | Enter or delete row if not needed |               |                 |                  |
| 6. | Enter or delete row if not needed |               |                 |                  |
| 7. | Enter or delete row if not needed |               |                 |                  |

The following Exhibit applies to **SECTION 2-A** Scope of Work:

Attachment M - Price Sheet  
EXHIBIT A Sample Task Order Form  
EXHIBIT B Vendor Performance Report

End of Section 2-A



# Request for Proposal

Solicitation No. BPM003931

## Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

### Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide Emergency Response and Non-Emergency Environmental Services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

|                       |                  |                                                                                                   |      |           |
|-----------------------|------------------|---------------------------------------------------------------------------------------------------|------|-----------|
| Initial Offer:        | 01/13/22<br>Date |  GL<br>Signature |      |           |
| Revised Offers:       | Date             | Signature                                                                                         | Date | Signature |
|                       | Date             | Signature                                                                                         | Date | Signature |
| Best and Final Offer: | 02/15/22<br>Date | GL<br>Signature                                                                                   |      |           |

#### Environmental Response, Inc.

Offeror company name

2202 W. Medtronic Way, Suite 108

Address

Tempe, AZ 85281

City | State | ZIP

86-0752027

Federal tax identifier (EIN or SSN)

  
Signature of person authorized to sign Offer

Greg Laney, Chief Executive Officer

Printed name and title

Greg Laney, Chief Executive Officer

Contact name and title

[glaney@spray-eri.com](mailto:glaney@spray-eri.com)

Contact Email Address

480-967-2802

Contact phone number

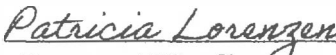
**CERTIFICATION:** By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41-1461 through 1465;
- 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 will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: CTR059029

Contract Effective Date: March 02, 2022

  
Procurement Officer Signature

February 17, 2022

Award Date

Patricia Lorenzen Sr. Procurement Specialist

Procurement Officer Name

Title



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

#### Attachment B - Organization Profile

|                                                                                                            |                                                    |                                                |                                                                   |                       |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------|-----------------------|
| <b>Firm Name</b>                                                                                           | <b>Environmental Response, Inc.</b>                |                                                | <b>Year established</b>                                           | 1994                  |
| <b>Principal address (street, city, state)</b>                                                             | 2202 W. Medtronic Way, Suite 108, Tempe, AZ 85281  |                                                |                                                                   |                       |
| <b>Entity type:</b>                                                                                        | Corporation                                        | <b>Structure:</b>                              | S                                                                 |                       |
| <b>Branch or Division:</b>                                                                                 | N/A                                                | <b>Parent:</b>                                 | Spray Systems of Arizona, Inc. dba<br>Spray Systems Environmental |                       |
| <b>Years of experience providing goods similar in type and quantity as required by this Solicitation.</b>  |                                                    |                                                | 28                                                                |                       |
| <b>Years of experience performing services similar in size and scope as required by this Solicitation.</b> |                                                    |                                                | 28                                                                |                       |
| <b>Years the organization has conducted business in Arizona.</b>                                           |                                                    |                                                | 28                                                                |                       |
| <b>Contract Representatives to Contact</b>                                                                 |                                                    |                                                |                                                                   |                       |
|                                                                                                            | <b>Name</b>                                        | <b>Title</b>                                   | <b>Telephone Number</b>                                           | <b>E-Mail Address</b> |
| 1.                                                                                                         | Greg Laney                                         | CEO                                            | 480-967-2802                                                      | glaney@spray-eri.com  |
| 2.                                                                                                         |                                                    |                                                |                                                                   |                       |
| 3.                                                                                                         |                                                    |                                                |                                                                   |                       |
| <b>Licenses/Certifications</b>                                                                             |                                                    |                                                |                                                                   |                       |
|                                                                                                            | <b>Description</b>                                 | <b>Issuer</b>                                  | <b>Number</b>                                                     | <b>Expiration</b>     |
| 4.                                                                                                         | B-01 General Commercial Contractor                 | AZ ROC                                         | 130187                                                            | 12/31/23              |
| 5.                                                                                                         | KE Dual Specialty (UST Removal & HazMat Abatement) | AZ ROC                                         | 101060                                                            | 1/31/22               |
| 6.                                                                                                         | CR-5 Specialty (UST Removal & HazMat Abatement)    | AZ ROC                                         | 101110                                                            | 1/31/22               |
| 7.                                                                                                         | Transporter Permit                                 | USDOT FMCSA                                    | 548193                                                            | None                  |
| 8.                                                                                                         | Hazardous Waste Transporter                        | EPA                                            | AZR000525410                                                      | None                  |
| 9.                                                                                                         | Hazmat Cert of Registration                        | USDOT                                          | 041420550037CE                                                    | 6/30/23               |
| 10.                                                                                                        | Dust Compliance Registration                       | MCAQD                                          | SC0800420                                                         | 6/13/22               |
| <b>Capacity</b>                                                                                            |                                                    |                                                |                                                                   |                       |
|                                                                                                            | <b>Location</b>                                    | <b>Work Performed</b>                          | <b>Number Staff</b>                                               | <b>Capacity</b>       |
| 11.                                                                                                        | Tempe, AZ                                          | Emergency response & environmental remediation | 89                                                                | \$21.5M               |
| 12.                                                                                                        |                                                    |                                                |                                                                   |                       |
| 13.                                                                                                        |                                                    |                                                |                                                                   |                       |

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|  | <p style="text-align: center;"><b>Method of Approach</b></p> <p style="text-align: center;"><b>Solicitation No. BPM003931</b></p> <p style="text-align: center;"><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p>Arizona Department of Environmental<br/>Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
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**Attachment C**  
**Method Proposal (Method of Approach)**

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A. Responses shall be limited to a maximum of one (1) page per question.

Do not include marketing materials.

**Offeror shall mark services they are proposing for:** (Offeror may propose for one or both areas of service)

- ☒ **Emergency and Routine Services**
- ☒ **Non-Emergency Environmental Services**

**Question 1:** Describe how your company selects a Project Manager for a project.

Project managers matched to projects based on the best fit of each manager's skill set to the skills required by each individual project scope

**Question 2:** Describe how your company ensures that a project is delivered on-time, on-budget, and completed correctly the first time.

With over forty 40-hour OSHA-trained HAZWOPER technicians, Environmental Response, Inc. (ERI) has one of the largest work force of environment technicians in the state of Arizona. By owning over \$7,000,000 worth of equipment and stocking in excess of \$1,000,000 of supplies and small equipment, we reduce our reliance on subcontractors and rental companies, as well as increase our ability to provide a more timely response.

ERI has performed 15,000+ emergency and non-emergency projects for both government agencies and private companies and although there are inevitable fluctuations in our work load, our resources and extensive experience have allowed us to respond on time every time for the past 27 years. We have every expectation that we will continue to do so well into the future. Environmental Response, Inc. (ERI) offers its clients the assurance of being there when they need it.

**Question 3:** Describe your quality assurance/quality control procedures for the review and delivery of technical documents.

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|  | <p style="text-align: center;"><b>Method of Approach</b></p> <p style="text-align: center;"><b>Solicitation No. BPM003931</b></p> <p style="text-align: center;"><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p>Arizona Department of Environmental<br/>Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
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Environmental Response, Inc.'s System has been prepared to identify and cover the processes and activities carried out at both the Company's headquarters and all field sites of operations.

The effective implementation of the Quality Management System will be monitored, measured, analyzed, and verified by regular inspections, reviews and audits which will establish and compare best management practice against the requirements of the written procedures on quality management system standards. Corrective action and continual improvement programs will be taken where necessary and will be subsequently reviewed for effectiveness.

All Quality Management System documentation will be available to all members of staff and as appropriate, to interested external parties including customers and applicable regulatory authorities. When required, Right of Entry will be granted.

The Document and Data Control Procedure ensures that all documents are reviewed for adequacy by the Quality Representative and applicable functional management. The procedure also provides for ongoing monitoring and review to control their issue and prompt distribution to affected personnel and to maintain their currency by ensuring that any obsolete material is removed. To support the System, documentation in the form of Quality Records is established and maintained to provide evidence of conformity with requirements and effective operation of the System. The significance of meeting customer requirements is understood and all personnel are aware of its importance. The status of documents is identified, they are legible and retrievable, and located where required within the organization. Where documents originate from outside the organization they are identified and their distribution controlled. Obsolete documents are clearly identified to prevent unintended use.

Procedures are in place for the identification, storage, retrieval, protection, retention time and disposition of Quality Records. Review is undertaken through the Management Review and Internal Audit processes. Quality records retained by Environmental Response, Inc. (ERI) shall include but are not limited to the following: Management Review, Purchase Orders, Project Files, Training Records, Medical Records, DOT Records, Equipment Records, Vehicle Records, Waste Documentation, Internal Audits, Inspection Records, Corrective Actions, Subcontract Documents, and Insurance Certificates. Where contractually required, applicable documents, and subsequent changes, will be available for customer or regulatory authority review and approval prior to issue.

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**Question 4:** How has your company adjusted to new regulations in this market?

ERI policies and procedures are ever evolving to meet or exceed regulatory requirements. As new regulations emerge policies are evaluated and revised to maintain constant compliance.

**Question 5:** How has increased regulation changed your pricing and how do you anticipate it will change in the future?

As regulations change the financial impact to ERI operations is evaluated and a determination is made as to whether or not any increased financial impact can be absorbed. If that is deemed not feasible, that particular cost will be passed through to the client.

**Question 6:** How do you stay informed about ongoing regulatory changes?

ERI subscribes to informational notifications from all federal, state and local regulatory agencies as well as being an active member of multiple professional organizations such as the Environmental Professionals of Arizona (EPAZ), Southern Arizona Environmental Management Society (SAEMS), Arizona Association of Environmental Professionals (AZAEP) which is the Arizona Chapter of the National Association of Environmental Professionals as well as the Arizona Trucking Association (ATA) which are excellent resources for regulatory updates.

**Question 7:** How do you hire and maintain qualified staff?

ERI is continually seeking the best members for its team. Recruitment is an ongoing process as we seek to improve the quality of our staff through the addition of employees exhibiting a combination of skills and attitude so that training can maximize those skills. ERI has 45 full-time permanent employees available to serve the State and other clients. ERI staff has a combined experience of well over 200 years. ERI's project management staff average twenty (20) years' environmental remediation experience each, field staff average 6.2 years' experience each.

**Question 8:** Does your company require/provide ongoing training for your staff?

Employer-provided employee training is constant and ongoing. ERI will continue to be properly trained in full and strict compliance with applicable federal, state and local regulatory requirements. The ERI medical surveillance program includes pre-employment and annual physical examinations in compliance with both 49 CFR 1910.120(f) and 49 CFR 1926.65 HAZWOPER and 49 CFR 1926.1101(m) and 1915.1001 Asbestos standards as well as DOT medical certification for all field employees. ERI's Drug-free Workplace policy includes ongoing participation in drug and alcohol screening in compliance with 49 CFR Part 40 DOT. Testing is

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performed for the following reasons: pre-employment, post-accident, reasonable suspicion/cause, random, return-to-duty, follow-up.

**Question 9:** How many subcontractors and/or consultants do you hire compared to salaried employees?

All ERI employees are full-time permanent team members. Subcontracting is limited to electrical and perhaps some trucking and accounts for less than 5% of our operations.

**Question 10:** What is your firms' approach to a Risk Assessment?

Job Safety Analysis (JSA) is performed for all activities to be performed on each project prior to initiation of the work. Last Minute Risk Assessment (LMRA) is also employed before each new task or change of conditions on site. Additionally, all employees have Stop Work Authority and have been trained to understand it is their responsibility to exercise that authority if necessary.

Does this approach vary depending on the hazardous substance and/or media?

Explain How.

The procedure outlined above applies to all projects and covers all scopes of work. Logically, the more complex the project scope or if hazardous substances are involved those risk factors are incorporated into the pre-work safety analysis so that any potential hazards are identified and mitigation measures can be established in advance.

**Question 12:** Describe your company's approach to responding to an emergency within the required time frame.

Include details on how your staff would mobilize within twenty-four (24) hours.

The State representative calls 480-967-2802 and requests an emergency response. During office hours (8:00 a.m. until 5:00 p.m.) the caller will immediately speak to a responder. After hours (5:01 p.m. until 7:59 a.m.), weekends and holidays, the caller will leave his/her name and phone number. The State representative will receive a call back from the Environmental Response, Inc. (ERI) On-Call Supervisor within fifteen minutes.

ERI's on-call policy requires that a minimum of two managers, two supervisors, and four technicians be available around the clock. The list is updated each week based on a rotation ensuring all staff adequate time off to stay effective and promote retention.

The ERI On-Call Supervisor will request information regarding the site and suspected contaminants. The supervisor will determine the project needs and immediately depart for

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|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

the site to make the initial assessment and get to work. If the project is more complex, ERI has the procedures and personnel in place to respond to any size incident. The supervisor will direct the crew to ERI's warehouse facility to collect the needed supplies and / or equipment to complete the call.

The crew collects materials needed and heads directly to the site. ERI's supervisor, now on-site, will assist and direct the delineation of the exclusion (work) zone and the staging of materials and equipment. Information will be relayed to the State representative, if he/she is not on-site, apprising him/her of the status of the field operations and ensuring that ERI has the instructions needed to complete the project as desired by the State representative.

ERI will route a minimum of two responders unless the project is reported to be larger than average. Level of protection also determines the number of responding HazMat personnel. For the occasional Level A or Level B entries, ERI will route a larger response crew to meet federal, state and OSHA requirements.

Typically, the ERI Supervisor will order out the one-ton waste truck unless the information received from the State representative on-site has indicated that the volume of waste will exceed the capacity for that vehicle (2,000 pounds of gross hauling weight). If a larger vehicle is needed, the appropriate vehicle will be dispatched. The ERI Supervisor will base the decision regarding transport vehicles on the estimated bulk and or drummed waste to be removed from an authorized removal site.

All ERI personnel have phone lists with all employee phone numbers and back up phone numbers so they can be contacted at all times and maintain constant contact.

Each member of the response team is required to carry a bag at all times. The bag contains half-face and full-face respirators, a selection of cartridges, a selection of PPE including suits and gloves and a change of clothes. This speeds up response time. Crew members are required to leave for the call within 15 minutes of receiving the call out.

When responding to a remote location, the supervisor will set a time and meeting place close to the scene, from where the crew can meet and then move on to the incident together. This prevents stragglers and lost personnel.

ERI will forward a closure report of each incident complete with narrative and waste management documentation with the invoice.

**Question 13:** Does your company own any required equipment for Emergency Response and/or Non-Emergency Environmental Services?

ERI owns over \$7,000,000 worth of equipment and stocks in excess of \$1,000,000 of supplies and small equipment onsite in 60,000-sf warehouse located at our office in Tempe in addition

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|  | <p><b>Method of Approach</b></p> <p><b>Solicitation No. BPM003931</b></p> <p><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p>Arizona Department of Environmental<br/>Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
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to a 2.5-acre equipment storage facility located in Phoenix approximately 1.4 miles from the corporate office. Having supplies and equipment readily available at any given time reduces our reliance on subcontractors and rental companies, as well as increasing our ability to provide a more timely response.

End of Attachment 3-A

|                                                                                   |                                                                                                                                                                                                              |                                                                                                                              |
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|  | <p align="center"><b>Request for Proposal</b></p> <p align="center"><b>Solicitation No. BPM003931</b></p> <p align="center"><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p>Arizona Department of Environmental<br/>Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
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### Attachment D - Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.** Insert or attach a separate resume.

Resumes are supplemental to this form and do not substitute for this form. Add additional forms as needed.

|          |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |          |
|----------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------|
| <b>1</b> | <b>Name:</b>                                                                            | <b>Greg Laney</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | How long with company?                              | 27 years |
|          | Current position in company:                                                            | Chief Executive Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | How long in position?                               | 27 years |
|          | Position for the Services:                                                              | Chief Executive Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | How much of time will be dedicated to the Services? | x %      |
|          | What primary functions will be assigned?                                                | <ul style="list-style-type: none"> <li>• Contracts</li> <li>• Overall responsibility for every aspect of service provision</li> <li>• Technical consultation, budgeting and coordination</li> <li>• Supervision of the coordination of equipment purchasing and maintenance</li> <li>• Coordination of subcontractors, staff hiring, training and evaluation</li> <li>• Develop proposals and quotations for projects.</li> <li>• Assurance of regulatory compliance with all EPA (TSCA &amp; RCRA), ADEQ, USDOT and AZDOT regulations.</li> </ul> |                                                     |          |
|          | Describe person's experience in performing services like those that are to be assigned: | <ul style="list-style-type: none"> <li>• 30+ years' experience in contracting</li> <li>• 25+ years' experience in environmental contracting specialties</li> <li>• 5,000+ remediation construction projects</li> </ul>                                                                                                                                                                                                                                                                                                                             |                                                     |          |



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
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|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| List person's job-related training and education: | <p>Associates Degree in Business Management, Mesa Community College, Mesa, AZ</p> <ul style="list-style-type: none"> <li>• 40 Hour OSHA HAZWOPER</li> <li>• Lead Awareness</li> <li>• Union Pacific Railroad Track Safety</li> <li>• MSHA Hazard Training</li> <li>• Shell Life Saving Rules (LSR)</li> <li>• Shell Safe System of Work (SSOW)</li> <li>• NUCA Competent Person</li> <li>• Loss Prevention System (LPS) Training certification</li> <li>• Air Pollution Control Training Program for Dust Control at Construction Sites</li> <li>• O/C tank installation</li> </ul> |
| <b>Resume:</b>                                    | Attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|          |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                     |                 |
|----------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------|
| <b>2</b> | <b>Name:</b>                             | <b>Eric Smith</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | How long with company?                              | <b>13 years</b> |
|          | Current position in company:             | <b>Project Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | How long in position?                               | <b>12 years</b> |
|          | Position for the Services:               | <b>Project Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | How much of time will be dedicated to the Services? | <b>x %</b>      |
|          | What primary functions will be assigned? | <ul style="list-style-type: none"> <li>• Communication with SOSC/SOSCR regarding job progress.</li> <li>• Ensure project deliverables are timely, complete and accurate.</li> <li>• Ensure compliance with DOT, EPA, Federal, State and local regulations.</li> <li>• Review job hazards, site health and safety plan, disposal sites and records of compliance.</li> <li>• Develop proposals and quotations for projects.</li> <li>• Ensure reports are timely, complete and accurate.</li> <li>• Manage Field Supervisor.</li> <li>• Review and approve project Method of Approach.</li> </ul> |                                                     |                 |



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

|                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Describe person's experience in performing services like those that are to be assigned:</p> | <ul style="list-style-type: none"> <li>• Coordination of field crews, equipment and materials for project completion</li> <li>• Project management of 275 projects per year, on average</li> <li>• Project management of 1,100+ APS routine and emergency remediation projects</li> <li>• Accountable for meeting the schedules and goals outlined in the work plan.</li> <li>• Cost estimates</li> <li>• Quality control and safety audits</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>List person's job-related training and education:</p>                                       | <p>Bachelor of Science in Business Administration / Finance, University of Arizona, Tucson, AZ</p> <ul style="list-style-type: none"> <li>• 10 Hour OSHA Construction</li> <li>• 40 Hour AHERA Contractor / Supervisor</li> <li>• 40 Hour OSHA HAZWOPER</li> <li>• 8 Hour AHERA Contractor / Supervisor</li> <li>• 8 Hour OSHA HAZWOPER</li> <li>• 8 Hour OSHA HAZWOPER Supervisor</li> <li>• Accident Investigation and Analysis</li> <li>• Amazon Contractor Orientation</li> <li>• APS Fossil Generation Contractor Safety</li> <li>• Behavior Based Safety (BBS)</li> <li>• Cargo Securement</li> <li>• CPR / First Aid / AED</li> <li>• City of Mesa Contractor Badge</li> <li>• City of Phoenix Aviation Badge</li> <li>• City of Phoenix Water Services Badge</li> <li>• Cultural Sensitivity Training</li> <li>• Defensive Driving</li> <li>• Driving Safety</li> <li>• DOD Luke AFB Badge</li> <li>• DOT In-Depth Hazmat Security</li> <li>• DOT Supervisor Substance Abuse Awareness</li> <li>• Excavation Competent Person</li> <li>• FEMA 100.B Incident Command System</li> <li>• FEMA 200.B Single Resources &amp; Initial Action Incidents</li> <li>• FEMA 700.A National Incident Management System</li> <li>• Kinder Morgan Safety Orientation</li> <li>• Lead Worker OSHA</li> <li>• Life Saving Rules (LSR)</li> <li>• Loss Prevention System (LPS)</li> <li>• OSHA Lead Worker</li> </ul> |
| <p><b>Resume:</b></p>                                                                          | <p>Attached</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

|          |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     |          |
|----------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------|
| <b>3</b> | <b>Name:</b>                                                                            | <b>Paul Runyan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | How long with company?                              | 11 years |
|          | Current position in company:                                                            | Project Manager / Waste Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | How long in position?                               | 11 years |
|          | Position for the Services:                                                              | Project Manager / Waste Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | How much of time will be dedicated to the Services? | x %      |
|          | What primary functions will be assigned?                                                | <ul style="list-style-type: none"> <li>• Coordinate field crews and conduct preliminary site safety activities.</li> <li>• Oversee the segregation of hazardous waste for compatibility in strict compliance with DOT regulations</li> <li>• City of Phoenix Program Manager for hazardous and non-hazardous materials removal and disposal</li> <li>• Supervise lab packing operations</li> <li>• Schedule, stage and transport hazardous waste</li> <li>• Sampling, profiling, labeling, manifesting and shipping of hazardous materials</li> <li>• Field identification, handling and compliant transportation and disposal of hazardous waste</li> <li>• Supervise in the advising and training of individuals regarding proper waste management techniques</li> <li>• Assist in the instruction of OSHA based training programs.</li> </ul>                                                                                                                                                                                                              |                                                     |          |
|          | Describe person's experience in performing services like those that are to be assigned: | <ul style="list-style-type: none"> <li>•</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |          |
|          | List person's job-related training and education:                                       | <p>Bachelor of Science Degree, Industrial Technology (Environmental Technology Management), Waste Management and Emergency Response<br/>Arizona State University Polytechnic, Mesa, AZ</p> <ul style="list-style-type: none"> <li>• 40 Hour OSHA HAZWOPER</li> <li>• 24 Hour OSHA HAZWOPER</li> <li>• 8 Hour OSHA HAZWOPER</li> <li>• 10 Hour OSHA Construction Safety</li> <li>• HM 215 (Previously HM 181) Hazmat Security</li> <li>• EPA 40 CFR RCRA &amp; USDOT 49 CFR Part 172 Hazardous Waste Management</li> <li>• Personal Protective Equipment,</li> <li>• Respiratory Protection Update, E.R. Technician Update, Portable Fire Extinguishers</li> <li>• Underground Storage Tanks Inventory Control Training</li> <li>• DEA Clandestine Drug Lab Response</li> <li>• Trenching and Excavation Competent Person</li> <li>• HAZCOM, Labeling, Placarding, Packaging, Shipping Papers, Manifesting, Site Specific Familiarization (DOT 49 CFR 172.700 Subpart H)</li> <li>• Electrical Safety &amp; Fall Protection Devices and Application</li> </ul> |                                                     |          |



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <ul style="list-style-type: none"><li>• MSHA New Experienced Miner</li><li>• Southwest Safety Training Alliance</li><li>• Scaffold Assembly &amp; Inspection;</li><li>• Forklift Truck Operator's Training</li><li>• Confined Space Entry</li><li>• Permit Required Confined Space and Rescue</li><li>• Underground Storage Tank Decommissioning Certification</li><li>• Trenching &amp; Excavation Competent Person</li><li>• FEMA Emergency Program Manager</li><li>• FEMA Introduction to Hazardous Materials</li><li>• FEMA Introduction to the Incident Command System</li><li>• FEMA Principles of Emergency Management</li><li>• FEMA Disaster Basics</li><li>• USMC/NBC Defense Enlisted Course</li><li>• FEMA Emergency Response to Terrorism Self Study</li><li>• Toxic Agent Training</li><li>• Hazardous Waste Initial Training for Site Managers and Handlers</li><li>• Guzzler-NX Operation, Maintenance &amp; Safety</li><li>• Resource Conservation Recovery Act (RCRA)</li><li>• Equipment Maintenance and Operation</li><li>• Tanker Operation Course</li></ul> |
| Resume: | Attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



**Request for Proposal**  
**Solicitation No. BPM003931**  
**Statewide Emergency Response and Non-  
Emergency Environmental Services**

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

**Attachment E - Proposed Subcontractors**

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

☐ NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

☒ YES, the Offeror will use the Subcontractors listed below:

|    | Name and contact information                 | Small Business | Work to be performed               | %   |
|----|----------------------------------------------|----------------|------------------------------------|-----|
| 1. | A&D Commercial Contractors                   | Yes            | Electrical                         | <2% |
| 1. | DBA Construction                             | No             | Concrete                           | <2% |
| 2. | Precision Sweeping Services                  | Yes            | Sweeping Service (PM-10 compliant) | <2% |
| 3. | RoadSafe Traffic Systems, Inc.               | No             | Traffic Control                    | <2% |
| 4. | Salt River Extraction dba SRE Transportation | No             | Waste Transport                    | <2% |
| 5. | Southwest Barricades                         | No             | Traffic Control                    | <2% |

## LIST OF PROPOSED SUBCONTRACTORS

### **A and D Commercial Contractors Inc.**

4924 W. Banff Lane  
Glendale, AZ 85306  
602-684-4677  
AZ ROC 206316 C-11

### **DBA Construction, Inc.**

1833 S. 59<sup>th</sup> Avenue  
Phoenix, AZ 85043  
602-442-6767  
AZ ROC 125006 A General Engineering

### **Precision Sweeping Services, LLC**

3405 W. Lincoln Street  
Phoenix, AZ 85009  
602-3767337  
Woman-owned

### **RoadSafe Traffic Systems, Inc.**

3015 East Illini Street  
Phoenix, AZ 85040  
Phone: (602) 243-1218  
AZ ROC 248999 CR-5

Member American Road & Transportation Builders Association and American Traffic Safety Service Association

### **Salt River Extraction, LLC dba SRE Transportation**

3230 E. Broadway Road, Suite C235  
Phoenix, AZ 85040  
480-240-9277  
**USDOT 1460676**  
**MC-803338**

### **Southwest Barricades, LLC**

2115 W. Melinda Lane  
Phoenix, AZ 85027  
602-788-2222 / fax 602-867-1155

4674 N. Highway Drive  
Tucson, AZ 85705  
520-690-2222 / fax 520-888-0101

### **SIGN SHOP - 1739 W. Park View Lane**

Phoenix, AZ 85085  
602-788-2222 / fax 602-867-1155  
AZ ROC 326938 C-38  
AZ ROC 303801 CR-69  
AZ ROC 241648 KE

All subcontractors are prequalified prior to performance as to compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances. Annual review and confirmation of compliance is assured through the review of **subcontractor pre-qualification** questionnaires submitted by all subcontractors. ERI's policies for a drug free workplace including review of corporate drug and alcohol policies (prohibition of alcohol, illegal drugs and controlled substances on the jobsite) in the daily tailgate safety meetings. Additionally, all ERI subcontractors are contractually bound not to assign or subcontract any of the work to be performed without written consent.

A copy of our Subcontractor Management Plan is included in the Supplemental Attachments section.

Furthermore, all listed entities are currently approved and have been/are being used on our existing federal, state, and local governmental contracts.

Certificates of insurance for all listed subcontractors have been furnished and are available upon request



## Subcontractor Management Plan

### 1. Purpose

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The purpose of this program is to ensure that Environmental Response, Inc. (ERI) continues to improve subcontractor health, safety and environmental performance and to establish a standard for pre-qualification, evaluation/selection and development of our subcontractors.

### 2. Scope

---

This program applies to all ERI subcontractors.

### 3. General Requirements

---

All Environmental Response, Inc. subcontractors are to be managed in accordance with this program.

The use of subcontractors must be pre-approved by Environmental Response, Inc. Approval requirements include:

- A formal safety review of the subcontractor being performed by Environmental Response, Inc. safety department.
- The scope of the review was commensurate with the hazards and risk exposure.
- Subcontractor has been/will be oriented to the safety policies, expectations and requirements of Environmental Response, Inc.
- The subcontractor agrees to abide by our Drug and Alcohol policy and onsite safety rules throughout the duration of the work.

Any subcontractor that has a "Non-Approved" safety status will not be used.

### 4. Procedure

---

#### **Pre-Qualification of Subcontractors**

Subcontractors will be pre-qualified by reviewing their safety programs, safety training documents and safety statistics prior to performance on any ERI project.

#### **Evaluation Safety Metrics**

Acceptable safety metrics will be used as criteria for prequalifying and selecting subcontractors. The safety metrics and scoring will consider:

- Subcontractor safety policies and training programs
- Safety statistics determined by EMR, TRIR, LTIR, DART, fatality rates
- NAICS codes and industry benchmark rates
- OSHA violation statistics
- Proof of current insurance coverage
- Contractor's license status
- Incomplete submittals will not be evaluated

**Scoring Criteria:**

- Subcontractor Health & Safety Evaluation Form responses and subcontractor safety program documents review 60% (Rated from 0-60 total points)
- Subcontractor safety training documents review 20% (Rated from 0-20 total points)  
Subcontractor safety statistics review 20% (Rated from 0-20 total points)

**5. Evaluation Rating and Acceptance**

The subcontractor rating system will have five designations:

- Equal to or Greater than 90 points = A – no restrictions.
- Between 85 and 89 points = B – Mitigation plan must be documented and approved by Environmental Response, Inc. Safety.
- Between 81 and 84 points = C – Mitigation plan must be documented and approved by Environmental Response, Inc. Safety; management approval in writing.
- Between 71 and 80 points = D – Mandatory commitment meeting with senior subcontractor management present; mitigation plan documented and approved by Environmental Response, Inc. Safety; management approval in writing; trained subcontractor safety personnel on site during work regardless of number of workers.
- Less than 70 points = F – not to be used.

Once each subcontractor has been evaluated and scored, Environmental Response, Inc. safety will provide management the scores/ranking.

Environmental Response, Inc. reserves the right to change a subcontractor's status to "Non-Approved" if the subcontractor shows insufficient progress towards accepted mitigation plan or other agreed upon criteria.

**6. Subcontractor Involvement**

Contractors are required to follow or implement the work practices and systems described below while performing work at Environmental Response, Inc. worksites:

- Attend an safety orientation, pre-job meeting or kick-off meeting provided by Environmental Response, Inc. prior to any work beginning
- Monitor employees for substance abuse and report nonconformities to Environmental Response, Inc.
- Ensure personnel have the required training and competency for their work
- Participate in Environmental Response, Inc. tailgate safety meetings, job safety analysis or hazard assessments and on the job safety inspections.
- Perform a pre-job safety inspection that includes equipment
- Participate in the behavior-based safety (BBS) hazard reporting system
- Report all injuries, spills, property damage incidents and near misses
- Comply with onsite and owner/client safety rules
- Implement Environmental Response, Inc. safety practices and processes as applicable
- Clean up and restore the worksite after the job is over
- Ensure compliance with regulations at all times
- Post job safety performance reviews shall be conducted for subcontractors.

|                                                                                   |                                                                                                                                                  |                                                                                                                    |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
|  | <b>Request for Proposal</b><br><b>Solicitation No. BPM003931</b><br><b>Statewide Emergency Response and Non-Emergency Environmental Services</b> | Arizona Department of Environmental<br>Quality - Procurement Office<br>1110 W. Washington St.<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|

### Attachment F - Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
    - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
    - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
  2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- \*\*\*
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

**In compliance with A.R.S. § 35-393 et seq., all offerors must select one of the following:**

- ☐ The Company submitting this Offer **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 et seq. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 et seq.
- ☐ **Exempt Solicitation, Contract, or Contractor.**

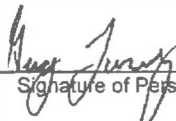
Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Environmental Response, Inc.  
 Company Name

2202 W. Medtronic Way, Suite 108  
 Address

Tempe, AZ 85281  
 City State Zip

  
 Signature of Person Authorized to Sign

Greg Laney  
 Printed Name

Chief Executive Officer  
 Title

|                                                                                   |                                                                                                                                                                                                                                           |                                                                                                                          |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|  | <p style="text-align: center;"><b>References</b></p> <p style="text-align: center;"><b>Solicitation No. BPM003931</b></p> <p style="text-align: center;"><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p>Arizona Department of Environmental Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|

### Attachment G - References

The State intends to conduct reference checks for accounts referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP.

All assignments shall be for assignments received and completed within the last five (5) years.

| 1                                                                                                                                                                                                      | Client Company/Address                                                | Contact                                                                | Begin Date | End Date |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------|------------|----------|
|                                                                                                                                                                                                        | City of Phoenix - Aviation<br>2485 E. Buckeye Road, Phoenix, AZ 85034 | Lisa Farinas,<br>Environmental Quality Specialist                      | 2003       | Present  |
|                                                                                                                                                                                                        | Phone Number                                                          | Email Address                                                          |            |          |
|                                                                                                                                                                                                        | 602-273-2787                                                          | <a href="mailto:Lisa.Farinas@phoenix.gov">Lisa.Farinas@phoenix.gov</a> |            |          |
| Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)                                                                                   |                                                                       |                                                                        |            |          |
| 6,100+ projects to date - Hazardous and non-hazardous material removal and disposal, hazardous waste management and disposal services, hazardous and non-hazardous fluid spill clean-up and collection |                                                                       |                                                                        |            |          |
| List job positions provided and technologies utilized to supplement services.                                                                                                                          |                                                                       |                                                                        |            |          |
| Project managers, field supervisors, environmental technicians, heavy equipment operators, commercial drivers                                                                                          |                                                                       |                                                                        |            |          |

| 2                                                                                                                    | Client Company/Address                                              | Contact                                                          | Begin Date | End Date |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------|------------|----------|
|                                                                                                                      | Arizona Army National Guard<br>1 Hughes Avenue, Bellemont, AZ 86015 | Lauren Hertz, Environmental Compliance Specialist                | 2000       | Present  |
|                                                                                                                      | Phone Number                                                        | Email Address                                                    |            |          |
|                                                                                                                      | 928-773-3210                                                        | <a href="mailto:hertzl@emo.azdema.gov">hertzl@emo.azdema.gov</a> |            |          |
|                                                                                                                      |                                                                     |                                                                  |            |          |
| Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) |                                                                     |                                                                  |            |          |
| 150+ projects to date - Hazardous and non-hazardous materials removal and disposal, lab packing                      |                                                                     |                                                                  |            |          |
| List job positions provided and technologies utilized to supplement services.                                        |                                                                     |                                                                  |            |          |
| Project managers, field supervisors, environmental technicians, heavy equipment operators, commercial drivers        |                                                                     |                                                                  |            |          |

|                                                                                   |                                                                                                                                                                                                                                           |                                                                                                                              |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
|  | <p style="text-align: center;"><b>References</b></p> <p style="text-align: center;"><b>Solicitation No. BPM003931</b></p> <p style="text-align: center;"><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p>Arizona Department of Environmental<br/>Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

| 3                                                                                                                                                                                              | Client Company/Address                                                  | Contact                                                | Begin Date | End Date |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------|------------|----------|
|                                                                                                                                                                                                | State of Arizona – ADOT<br>1655 W. Jackson Street, Phoenix, AZ<br>85007 | Ed Green, Hazardous Materials Coordinator              | 1994       | Present  |
|                                                                                                                                                                                                | Phone Number                                                            | Email Address                                          |            |          |
|                                                                                                                                                                                                | 602-920-3882                                                            | <a href="mailto:Egreen@azdot.gov">Egreen@azdot.gov</a> |            |          |
|                                                                                                                                                                                                |                                                                         |                                                        |            |          |
| Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)<br>900+ projects to date – Emergency and Routine Response                  |                                                                         |                                                        |            |          |
| List job positions provided and technologies utilized to supplement services.<br>Project managers, field supervisors, environmental technicians, heavy equipment operators, commercial drivers |                                                                         |                                                        |            |          |



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
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#### Attachment H - Confidential Information Designation

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. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) 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(52).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

- ☒ This 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.
- ☐ This 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.

NOTE: 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(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

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

#### Environmental Response, Inc.

Offeror Company Name

2202 W. Medtronic Way, Suite 108

Address

Tempe, AZ 85281

City

State

Zip

Signature of Authorized Person

Greg Laney

Printed Name

Chief Executive Officer

Title



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

Copy of A.A.C. R2-7-103 [Confidential Information]  
as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

- 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.*

...



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

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1110 W. Washington St.  
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#### Attachment I - Conformance Statements

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

#### CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- ☒ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.
- ☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

#### CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- ☒ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

#### CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- ☒ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.



# Request for Proposal

Solicitation No. BPM003931

## Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

### Attachment J - Conformance Statements - Supplement 1 Exceptions to Instructions

| Article /<br>Paragraph<br>or Exhibit<br>Reference | Proposed Changes / Alternate Language | RFP Language (Copy and Paste<br>from Solicitation) |
|---------------------------------------------------|---------------------------------------|----------------------------------------------------|
| Special Instructions to Offerors                  |                                       |                                                    |
|                                                   | NONE                                  |                                                    |
|                                                   | NONE                                  |                                                    |
|                                                   | NONE                                  |                                                    |
| Uniform Instructions to Offerors                  |                                       |                                                    |
|                                                   | NONE                                  |                                                    |
|                                                   | NONE                                  |                                                    |

ENVIRONMENTAL RESPONSE, INC.

Company Name

  
Signature of Person Authorized to Sign



## Request for Proposal

Solicitation No. BPM003931

### Statewide Emergency Response and Non-Emergency Environmental Services

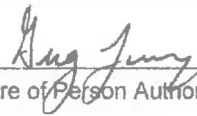
Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

#### Conformance Statements – Supplement 2 Exceptions to Scope of Work and Pricing

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | RFP Language (Copy and Paste from Solicitation) |
|------------------------------------------|---------------------------------------|-------------------------------------------------|
| Scope of Work                            |                                       |                                                 |
|                                          | NONE                                  |                                                 |
|                                          | NONE                                  |                                                 |
|                                          | NONE                                  |                                                 |
| Pricing Document                         |                                       |                                                 |
|                                          | NONE                                  |                                                 |
|                                          | NONE                                  |                                                 |

ENVIRONMENTAL RESPONSE, INC.

Company Name

  
Signature of Person Authorized to Sign



# Request for Proposal

Solicitation No. BPM003931

## Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Avenue  
Phoenix, AZ 85007

### Conformance Statements – Supplement 3 Exceptions to Contract Terms & Conditions

| Article/<br>Paragraph<br>or Exhibit<br>Reference | Proposed Changes / Alternate Language | RFP Language (Copy and Paste<br>from Solicitation) |
|--------------------------------------------------|---------------------------------------|----------------------------------------------------|
| Special Terms & Conditions                       |                                       |                                                    |
|                                                  | NONE                                  |                                                    |
|                                                  | NONE                                  |                                                    |
|                                                  | NONE                                  |                                                    |
| Uniform Terms & Conditions                       |                                       |                                                    |
|                                                  | NONE                                  |                                                    |
|                                                  | NONE                                  |                                                    |

ENVIRONMENTAL RESPONSE, INC.

Company Name

  
Signature of Person Authorized to Sign

1050 W Washington Street, Suite 233 | Tempe, AZ 85281  
P.O. Box 64989 | Phoenix, AZ 85082-4985  
(602) 956-2250 phone (602) 956-2258 fax



December 17, 2021

Arizona Department of Environmental Quality – Procurement Office  
1110 W Washington St.  
Phoenix, AZ 85007

Re: Environmental Response, Inc.

Request for Proposal: Solicitation No. BPM003931

To Whom It May Concern:

As the insurance agent for Environmental Response, Inc., should Environmental Response, Inc. be the successful bidder for the referenced project, Lovitt & Touche, Inc. will furnish the specified kind and amounts of insurance as outlined in the Contract Document.

Sincerely,

*Cammy Rickey*

Account Manager

|                                                                                   |                                                                                                                                                                                                                               |                                                                                                                                             |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p align="center"><b>Experience and Capacity Questionnaire</b></p> <p align="center"><b>Solicitation No. BPM003931</b></p> <p align="center"><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p align="center">Arizona Department of Environmental<br/>Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|

## Attachment L – Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

### Experience and Capacity Questions:

#### Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

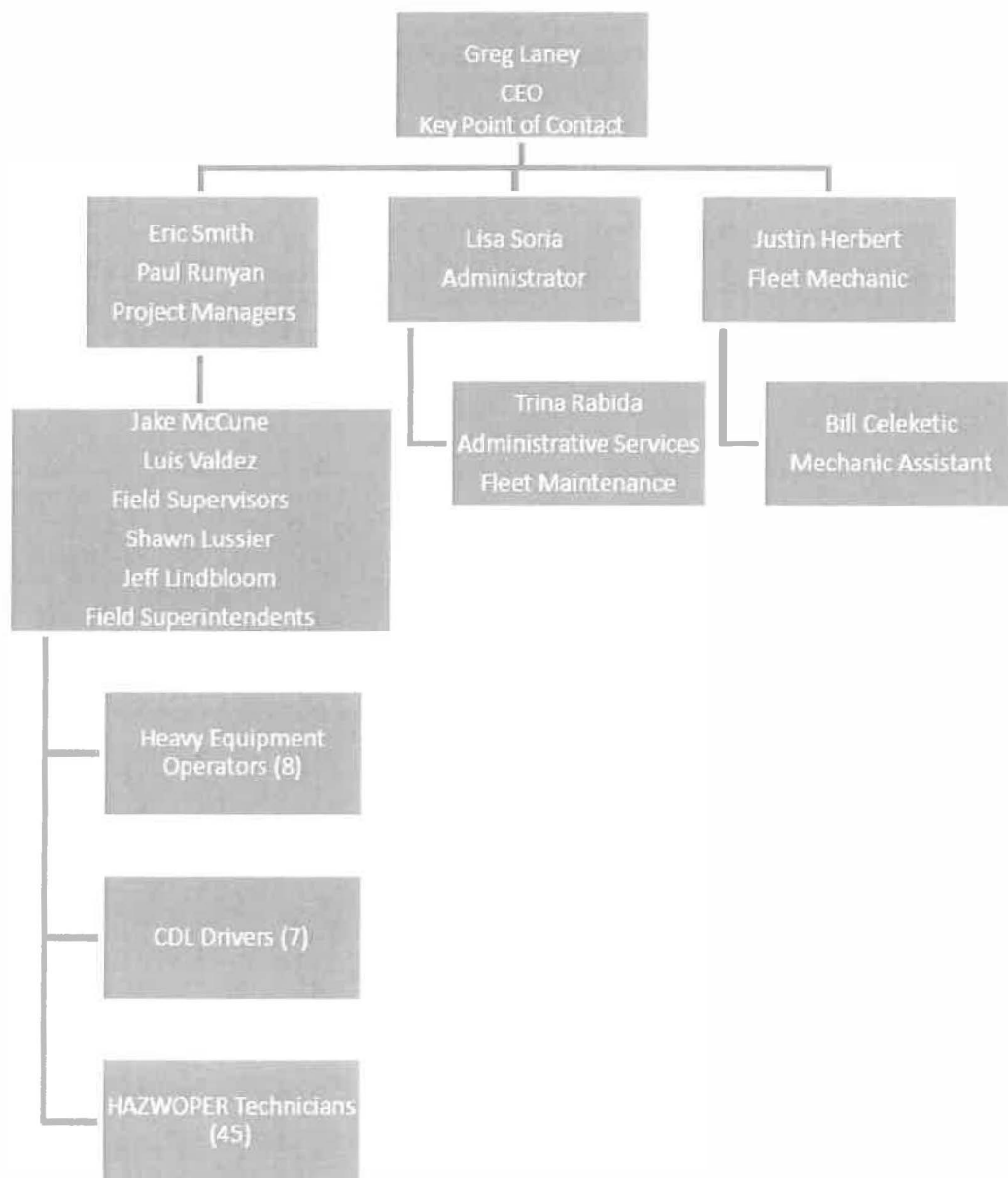
- 1.1 Brief overview of business operations, with an emphasis on experience in regards to the scope of work.
- 1.2 Date established; **1/19/1994**
- 1.3 Ownership (public, partnership, subsidiary, etc.); **S Corporation, wholly-owned subsidiary**
- 1.4 Location in which the Offeror is incorporated; **State of Arizona**
- 1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;  
**2202 West Medtronic Way, Suite 108, Tempe, AZ 85281**
- 1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;



**Experience and Capacity Questionnaire**  
**Solicitation No. BPM003931**  
**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

**PROJECT TEAM ORGANIZATIONAL CHART**



- 1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;

**There is no potential conflict of interest**



**Experience and Capacity Questionnaire**  
**Solicitation No. BPM003931**  
**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of Environmental  
Quality - Procurement Office  
1110 W. Washington St.  
Phoenix, AZ 85007

- 1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;

**The Offeror has not filed or had filed against it any bankruptcy or insolvency proceeding in the last five (5) years.**

- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;

**There are no pending Securities Exchange Commission investigations involving the Offeror.**

- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;

**There is no open or pending litigation initiated by Offeror or where Offeror is a defendant or party.**

- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;

**There is no open or pending litigation initiated by Offeror or where Offeror is a defendant or party.**

- 1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,

**There have been no contracts terminated for cause or convenience in the past five (5) years.**

- 1.13 Full disclosure of any criminal or civil offense.

**There have been no criminal or civil offenses.**

- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.

**Attached**

- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

**Attached**

**Offeror Response:**

**Question 2: Company Experience**

A. Offer shall provide two (2) examples for each area proposing for that exhibit your experience with Emergency Response and/or Non-Emergency Environmental Services.

|                                                                                   |                                                                                                                                                                                                                               |                                                                                                                              |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
|  | <p align="center"><b>Experience and Capacity Questionnaire</b></p> <p align="center"><b>Solicitation No. BPM003931</b></p> <p align="center"><b>Statewide Emergency Response and Non-Emergency Environmental Services</b></p> | <p>Arizona Department of Environmental<br/>Quality - Procurement Office<br/>1110 W. Washington St.<br/>Phoenix, AZ 85007</p> |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

**Offeror Response:** Project examples attached

**Question 3: Proposed Project Members and Organization**

Utilize Attachment D to identify Key Personnel to be utilized to perform services within a resultant contract.

*In addition, also state the Members related experience with large local, state or federal government agencies.*

**Offeror Response:** Attachment D attached

**Question 4: Subcontractors**

Utilize Attachment E to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

**Offeror Response:** Attachment E attached

**Question 5: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the related goods/services being proposed.**

**Offeror Response:** Attached

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Environmental Response Inc  
2202 W Medtronic Way Ste 108  
Tempe, AZ 85281-5107

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH  
STATE OF ARIZONA December 31, 2023  
Registrar of Contractors CERTIFIES THAT



Environmental Response Inc

CONTRACTORS LICENSE NO. ROC 130187 CLASS B-1

General Commercial  
General Commercial Contractor

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

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Environmental Response Inc

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Environmental Response Inc

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Tempe, AZ 85281-5107

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Environmental Response Inc

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Tempe, AZ 85281-5107

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LICENSE EFFECTIVE THROUGH: 1/31/2022  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
Environmental Response Inc



CONTRACTORS LICENSE NO. ROC 101060 CLASS KE  
General Dual  
As Restricted by the Registrar

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

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LICENSE EFFECTIVE THROUGH: 1/31/2022  
STATE OF ARIZONA  
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Environmental Response Inc



CONTRACTORS LICENSE NO. ROC 101060 CLASS KE  
General Dual  
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LICENSE EFFECTIVE THROUGH: 1/31/2022  
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Environmental Response Inc



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General Dual  
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Environmental Response Inc

2202 W Medtronic Way Ste 108  
Tempe, AZ 85281-5107

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Environmental Response Inc

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Tempe, AZ 85281-5107

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Environmental Response Inc

2202 W Medtronic Way Ste 108  
Tempe, AZ 85281-5107

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LICENSE EFFECTIVE THROUGH: 1/31/2022  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
Environmental Response Inc



CONTRACTORS LICENSE NO. ROC 101110 CLASS CR-5  
Specialty Dual  
As Restricted by the Registrar

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

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LICENSE EFFECTIVE THROUGH: 1/31/2022  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
Environmental Response Inc



CONTRACTORS LICENSE NO. ROC 101110 CLASS CR-5  
Specialty Dual  
As Restricted by the Registrar

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LICENSE EFFECTIVE THROUGH: 1/31/2022  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
Environmental Response Inc



CONTRACTORS LICENSE NO. ROC 101110 CLASS CR-5  
Specialty Dual  
As Restricted by the Registrar

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2020-2023**

**Registrant:** ENVIRONMENTAL RESPONSE INC  
ATTN: PAUL FERINO  
2202 WEST MEDTRONIC WAY  
TEMPE, AZ 85281

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 041420550037CE    Effective: July 1, 2020    Expires: June 30, 2023**

**HM Company ID: 34321**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



U.S. Department  
of Transportation

East Building, PHH-30  
1200 New Jersey Avenue S.E.  
Washington, D.C. 20590

**Pipeline and Hazardous  
Materials Safety Administration**

SPECIAL PERMIT AUTHORIZATION

DOT-SP 11055

EXPIRATION DATE: 2023-08-31

GRANTEE: ENVIRONMENTAL RESPONSE, INC.  
TEMPE, AZ

In response to your March 26, 2019 application for renewal of DOT-SP 11055, the grantee status to DOT-SP 11055 for ENVIRONMENTAL RESPONSE, INC. is hereby renewed in accordance with 49 CFR 107.109.

Copies of this special permit may be obtained by accessing the Office of Hazardous Materials Safety Homepage at <http://www.phmsa.dot.gov/hazmat/regs/sp-a/special-permits/search>. The most recent revision of the special permit supersedes all previous revisions of the special permit. Photo reproductions and legible reductions of this special permit are permitted. Any alteration of this special permit is prohibited.

If you have questions regarding this action please call the Office of Hazardous Materials Safety, Approvals and Permits Division at (202) 366-4535.

Issued in Washington D.C. on **September 11, 2019.**

for William Schoonover  
Associate Administrator for Hazardous Materials Safety

Tracking Number: 2019035581  
829160522

DUNS Number on file:



U.S. Department  
of Transportation

East Building, PHH-30  
1200 New Jersey Avenue S.E.  
Washington, D.C. 20590

**Pipeline and Hazardous  
Materials Safety Administration**

**SPECIAL PERMIT AUTHORIZATION**

**DOT-SP 11624**

**EXPIRATION DATE: 2023-04-30**

**GRANTEE:** ENVIRONMENTAL RESPONSE, INC.  
TEMPE, AZ

In response to your March 26, 2019 application for renewal of DOT-SP 11624, the grantee status to DOT-SP 11624 for ENVIRONMENTAL RESPONSE, INC. is hereby renewed in accordance with 49 CFR 107.109.

Copies of this special permit may be obtained by accessing the Office of Hazardous Materials Safety Homepage at <http://www.phmsa.dot.gov/hazmat/regs/sp-a/special-permits/search>. The most recent revision of the special permit supersedes all previous revisions of the special permit. Photo reproductions and legible reductions of this special permit are permitted. Any alteration of this special permit is prohibited.

If you have questions regarding this action please call the Office of Hazardous Materials Safety, Approvals and Permits Division at (202)366-4535.

Issued in Washington D.C. on **May 15, 2019.**

for William Schoonover  
Associate Administrator for Hazardous Materials Safety

Tracking Number: 2019035543  
829160522

DUNS Number on file:



U.S. Department  
of Transportation

East Building, PHH-30  
1200 New Jersey Avenue S.E.  
Washington, D.C. 20590

**Pipeline and Hazardous  
Materials Safety Administration**

**SPECIAL PERMIT AUTHORIZATION**

DOT-SP 13192

**EXPIRATION DATE: 2023-04-30**

GRANTEE: ENVIRONMENTAL RESPONSE, INC.  
TEMPE, AZ

In response to your April 18, 2019 application for renewal of DOT-SP 13192, the grantee status to DOT-SP 13192 for ENVIRONMENTAL RESPONSE, INC. is hereby renewed in accordance with 49 CFR 107.109.

Copies of this special permit may be obtained by accessing the Office of Hazardous Materials Safety Homepage at <http://www.phmsa.dot.gov/hazmat/regs/sp-a/special-permits/search>. The most recent revision of the special permit supersedes all previous revisions of the special permit. Photo reproductions and legible reductions of this special permit are permitted. Any alteration of this special permit is prohibited.

If you have questions regarding this action please call the Office of Hazardous Materials Safety, Approvals and Permits Division at (202)366-4535.

Issued in Washington D.C. on **May 22, 2019.**

for William Schoonover  
Associate Administrator for Hazardous Materials Safety

Tracking Number: 2019044794  
829160522

DUNS Number on file:



# ARIZONA DEPARTMENT OF TRANSPORTATION

MOTOR VEHICLE DIVISION

ACCOUNT NUMBER

0323668

REOPEN

## MOTOR CARRIER LICENSE

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO  
TITLE 28, CHAPTER 9, ARTICLE 6 A.R.S. — THE MOTOR VEHICLE DIVISION

hereby licenses

ENVIRONMENTAL RESPONSE INC.  
820 W FAIRMONT DR  
TEMPE, AZ 85282

TO ENGAGE IN OPERATIONS AS A MOTOR CARRIER IN ARIZONA

Valid until  
Cancelled or Revoked

ARIZONA DEPARTMENT OF TRANSPORTATION  
MOTOR VEHICLE DIVISION

DEC 29, 1995  
DATED

*Annette Stoy*  
AUTHORIZED SIGNATURE

# **MARICOPA COUNTY AIR QUALITY DEPARTMENT**

**3800 N. Central Avenue, Suite 1400, Phoenix, Arizona 85012**

**Phone: (602) 506-6010**

## **SUBCONTRACTOR REGISTRATION**

*(As required by Title 49, Chapter 3, Article 2, Section 49-474.06, Arizona Revised Statutes)*

**CMP015977**

**Legacy SC ID (if applicable): SC0800420**

## **ISSUED TO**

**Spray Systems Of Arizona Inc /Environmental Response Inc**

**2202 W Medtronic Way**

**Suite 108**

**Tempe, AZ 85281**

*This air quality subcontractor registration to operate does not relieve the applicant of the responsibility of meeting all air pollution regulations.*

**Issuance Date:**

**06/12/2008**

**Expiration Date:**

**06/13/2022**

---

## Conditions:

|   |                                                                                                                                                                                                                                                                                                                                                                                     |                         |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1 | <p>The registration number must be visible on any job site subject to a dust control permit on which your company is working.</p> <p>a. The text should be at least 1.5 inches tall on vehicles and 4 inches tall on equipment.</p> <p>b. The number may be prefaced with "MCAQD" or it may stand alone. The Maricopa County seal may not be duplicated to display your number.</p> | [Rule<br>200<br>§307.2] |
| 2 | <p>Your registration number must be readily accessible on-site while you are conducting any dust generating operations. The subcontractor registration number must be visible and readable by the public without having to be asked by the public.</p>                                                                                                                              | [Rule<br>200<br>§307.2] |
| 3 | <p>Acceptable locations to display the number include:</p> <p>a. Posted in vehicle or equipment window or windshield.</p> <p>b. Hanging from rear view mirror.</p> <p>c. Applied as painted lettering or magnet to vehicle/equipment rear or door.</p> <p>d. Hung as a banner where workers are located.</p> <p>e. Listed on the job site sign.</p>                                 | [Rule<br>200<br>§307.2] |
| 4 | <p>A person required to register with the Control Officer under Rule 200 §306 and wishing to obtain a registration number shall pay an annual fee of \$50.00.</p>                                                                                                                                                                                                                   | [Rule<br>280<br>§311]   |

# Arizona Department of Environmental Quality

## **BIOHAZARDOUS MEDICAL WASTE TRANSPORTER LICENSE NO. TR050928.04**

In accordance with Arizona Administrative Code Title 18, Chapter 13, Article 14

*License issued to:*

**Environmental Response, Inc.**

*This License for Arizona Biohazardous Medical Waste Transporter is issued to the above named company or entity, and is to be used for transport of biohazardous medical waste in accordance with AAC R18-13-1401 et. seq. This License is deemed effective on the issue Date below, and expires on the Expiration Date below.*

*This License is granted based upon the information provided in the Application for Arizona Biohazardous Medical Waste Transporter Registration. This License does not relieve the registrant from the requirement to obtain permits and related vehicle inspections from the counties or local governments within which biohazardous medical waste will be transported. This License is not transferable from one company or entity to another.*

**ISSUE DATE: March 12, 2021**

**EXPIRATION DATE: March 12, 2026**



**Michelle Ogburn, Manager  
Solid Waste Unit  
Waste Programs Division**



Douglas A. Ducey  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera  
Director

March 12, 2021  
PRU21-132  
LTF #87643

Mr. Greg Laney  
Environmental Response, Inc.  
2202 West Medtronic Way, Suite 108  
Tempe, AZ 85281

**RE: Biohazardous Medical Waste Transporter License No. TR050928.04;  
Environmental Response, Inc.; Place ID # 137152, License Timeframe # 87643.**

Dear Mr. Laney:

The Arizona Department of Environmental Quality (ADEQ), Solid Waste Unit (SWU), received the *Biohazardous Medical Waste Transporter License Application* and *Biohazardous Medical Waste Transportation Management Plan (TMP)* on January 12, 2021, with subsequent revisions received on March 10, 2021. The SWU reviewed your submittal and, based on the information provided in the application, has granted this Biohazardous Medical Waste Transporter License pursuant to Arizona Administrative Code (A.A.C) R18-13-1409(D). The original certificate of registration, *Biohazardous Medical Waste Transporter License Number TR050928.04*, is enclosed.

This Biohazardous Medical Waste Transporter License shall be deemed effective as of the date of this letter and the accompanying certificate provided that the transporter operates in accordance with all the conditions provided in this letter and consistent with the above-mentioned application and subsequent correspondence.

## **Administrative, Operational and Other Conditions**

1. This license is valid for the State of Arizona; however, county agencies and Indian Nations may have additional regulations governing the transportation of biohazardous medical waste within their respective jurisdiction. The SWU suggests that you contact the respective health department(s) for the county or tribal jurisdictions in which you will operate or transport biohazardous medical waste for any separate licenses, permits or approvals you may need.
2. This Biohazardous Medical Waste Transporter License does not relieve **Environmental Response, Inc.**, of its responsibility to comply with federal, state, county or local requirements and shall not be construed as permission to create a public health hazard,

environmental nuisance or cause contamination to the environment pursuant to Arizona Revised Statutes § 49-141(A)(8).

3. ADEQ reserves the right to issue administrative orders or to seek other legal remedies, as provided by law, if **Environmental Response, Inc.**, creates a public health hazard or environmental nuisance or violates State laws or conditions of this approval.
4. ADEQ reserves the right to conduct inspections of the registered biohazardous medical waste transportation vehicles. **Environmental Response, Inc.**, has the right to have its representative accompany the inspector on the inspection. During this inspection, ADEQ may take photographs, collect samples, make copies of records or conduct other recognized monitoring activities.
5. ADEQ reserves the right to suspend, amend, withdraw, condition or revoke this Biohazardous Medical Waste Transporter License if it is determined that the **Environmental Response, Inc.**, biohazardous medical waste transportation operation is in violation of A.A.C. R18-13-1407 or A.A.C. R18-13-1409.
6. Pursuant to A.A.C. R18-13-1409(M), a transporter of biohazardous medical wastes shall comply with all of the following:
  - a. Accept only biohazardous medical waste packaged as prescribed in A.A.C. R18-13-1407 pursuant to A.A.C. R18-13-1409(M)(1);
  - b. Accept biohazardous medical waste only after providing the generator with a signed tracking form as prescribed in A.A.C. R18-13-1406(B) and keep a copy of the tracking document for one (1) year pursuant to A.A.C. R18-13-1409(M)(2);
  - c. Deliver biohazardous medical waste to an ADEQ approved biohazardous medical waste storage, transfer, treatment or disposal facility within twenty-four (24) hours of collection or refrigerate the waste for not more than ninety (90) days at 40°F or less until delivery in accordance with A.A.C. R18-13-1409(M)(3);
  - d. Not hold biohazardous medical waste longer than ninety-six (96) hours in a refrigerated vehicle unless the vehicle is parked at an ADEQ approved facility pursuant to A.A.C. R18-13-1409(M)(4); and
  - e. Not unload, reload or transfer the biohazardous medical waste to another vehicle in any location other than an ADEQ approved facility, except in emergency situations. Combination vehicles or trailers may be uncoupled and/or coupled to another cargo vehicle or truck trailer as long as the biohazardous medical waste is not removed from the cargo compartment pursuant to A.A.C. R18-13-1409(M)(5).

7. Pursuant to A.A.C. R18-13-1409(I), a person who transports biohazardous medical waste shall maintain in each transporting vehicle at all times a transportation management plan consisting of:
  - a. Routine procedures used to minimize the exposure of employees and the general public to biohazardous medical waste throughout the process of collecting, packaging, loading, transporting, unloading, and other handling; and
  - b. Emergency procedures to be used for handling spills or accidents.

In addition, emergency contact names, addresses and telephone numbers to be used in the event of spills, accidents or vehicle breakdowns shall be included in the transportation management plan.

8. Pursuant to A.A.C. R18-13-1409(K), a transporter who transports biohazardous medical waste in a vehicle dedicated to the transportation of biohazardous medical waste shall ensure that the cargo compartment can be secured to limit access to authorized persons at all times except during loading and unloading. In addition, the cargo compartment shall be constructed to comply with one of the following:
  - a. A fully enclosed, leak-proof cargo compartment consisting of a floor, sides and a roof that are made of a non-porous material impervious to biohazardous medical waste and physically separated from the driver's compartment;
  - b. A fully enclosed, leak-proof cargo box made of a non-porous material impervious to biohazardous medical waste that can be hauled on a transportation vehicle; or
  - c. A fully enclosed, leak-proof trailer made of a non-porous material impervious to biohazardous medical waste that can be towed by a transportation vehicle.
9. All permitted biohazardous medical waste transportation vehicles shall be equipped with emergency cleanup kits consisting of additional containers, spill booms, dustpan, neutralization chemicals, protective equipment and any other necessary equipment for immediate use, initial cleanup and spill mitigation.
10. Disposal of spill cleanup materials and recovered biohazardous medical waste, chemicals or liquids (if any) shall ensure conformity to all federal, state and local disposal regulations of such materials.
11. This license is not transferable and is valid for five (5) years from the issuance date. ADEQ must be notified within fourteen (14) days after any changes to the information in your application occur or if a change of transportation vehicles occurs.
12. Pursuant to A.A.C. R18-13-1409(B), a transporter shall pay an annual fee of \$750 to the Department.

Mr. Greg Laney  
PRU21-132  
Page 4 of 4

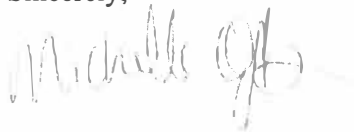
This decision is an appealable agency action under A.R.S. § 41-1092. You have a right to request a hearing and file an appeal under A.R.S. § 41-1092.03(B). You must file a written *Request for Hearing* or *Notice of Appeal* within thirty (30) days of your receipt of this letter. A *Request for Hearing* or *Notice of Appeal* is filed when it is received by ADEQ's Hearing Administrator at the following address:

Hearing Administrator  
Office of Administrative Counsel  
Arizona Department of Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

The *Request for Hearing* or *Notice of Appeal* shall identify the party, the party's address, the agency and the action being appealed and shall contain a concise statement of the reasons for the appeal. Upon proper filing of a *Request for Hearing* or *Notice of Appeal*, ADEQ will serve a *Notice of Hearing* on all parties to the appeal. If you file a timely *Request for Hearing* or *Notice of Appeal* you have a right to request an informal settlement conference with ADEQ under A.R.S. § 41-1092.06. This request must be made in writing no later than twenty (20) days before a scheduled hearing and must be filed with the Hearing Administrator at the above address.

If you have any questions regarding the content of this letter, please contact Zeitel Senitz of my staff, at (602) 771-4737 or toll-free at (800) 234-5677, ext. 771-4737.

Sincerely,



Michelle Ogburn, Manager  
Solid Waste Unit  
Waste Programs Division

cc: facility file

Enclosure: Biohazardous Medical Waste Transporter License No. TR050928.04

## Representative Examples of Emergency Response Projects

All projects were successfully completed on time and within budget

### 1. Arizona Public Service Buckeye PCB Spill Response



Scope of Work: Clean up of a polychlorinated biphenyl spill resulting from a fallen pole-mounted transformers

- Initial stabilization of the impacted area overnight for clean up the following day
- Sampling of each affected transformer
- Application of absorbent in order to solidify areas of oil- impacted water resulting from fire department extinguishing operations
- Staging of backhoe and roll-off bin and establishment of decontamination area to avoid cross-contamination
- Excavation of the top layer of contaminated soil and subsequent decontamination of the backhoe bucket.
- Further over excavation of one foot (1') in each direction of all visibly contaminated areas; excavated soil directly loaded into poly-lined roll-off bins.
- Backfill with approximately 17 tons of clean import material
- Decontamination of all tools and equipment
- Transport of roll-off bins for disposal at approved landfill.

**2. City of Phoenix Public Works Solid Waste Truck Muriatic Acid Spill**



Scope of Work: Clean up street and surrounding area of muriatic acid-contaminated debris dumped from a trash collection truck.

- Cleaning and neutralization of the interior and exterior of a City of Phoenix trash truck contaminated with muriatic acid.
- Removal of the impacted contents from the truck
- Transfer of the contents into a poly-lined roll off bin.
- Neutralization and cleaning of the resulting acid stains on the asphalt.
- Transport and disposal of all waste at the City of Phoenix SR85 landfill.

**3. SRPMIC Unknown Buried Drum – Identification and Disposal**



Scope of Work: Retrieval, overpack and disposal of buried unknown drum discovered during earthmoving by a construction company.

- Hazcat testing was performed to identify the chemical constituents of the green/yellow powder contents.
- Repair of a hole in the side of the drum which was then taped closed to ensure no spillage upon movement of the drum.
- Excavation of the soil beneath the drum to allow for a strap to be fixed around the drum in order to lift in into an 95-gallon poly overpack.
- Transport and ultimate disposal upon approval into US Ecology, Beatty, Nevada
- Perform clearance samples.

## Representative Examples of Non-Emergency Environmental Services Projects

All projects were successfully completed on time and within budget

### 1. CEMEX 7<sup>th</sup> Avenue Plant Site Closure



#### Scope of Work:

- Consolidation of waste
- Disposal of above-ground storage tanks
- Clean out of storage areas
- Cleaning of the oil service pad
- Excavation of petroleum contaminated soil.

- All materials were sorted and prepared for packaging. Sort, identify, bulk and lab-pack waste on the pad according to individual requirements.
- Pressure wash the oil storage pad with hot water; and collect the resulting water in drums
- Transport all empty drums back to the ERI storage yard for crushing and recycling.
- Excavate the petroleum contaminated soil and placed it into 20-yard roll off bins for disposal.
- Pump all remaining oil from the tanks and drums on site and scheduled for disposal.
- Load the above-ground storage tanks, once empty, onto a flatbed trailer and transport for disposal.
- Pack all remaining waste according to disposal and DOT guidelines.

**2. AZ DEMA WAATS Aircraft Hangar, Silverbell Army Heliport, Marana, AZ**



**Scope of Work:**

- Decontamination of lead residue from indoor firing range.
- Demolition of walls and ceilings to concrete block walls.
- Dismantling and decontamination of existing metal trap, deflection plates, pulley systems, and perforated metal wall between firing range and viewing area.
- Decontamination of previously removed lockers and all existing HVAC and exhaust vent dust work inside and out, approximately 30' length of 3' duct.
- Perform clearance samples.

3. **City of Phoenix 24<sup>th</sup> Street Water Treatment Plant Sulfuric Acid Tank Cleaning**



Scope of Work:

- Draining of sulfuric from all tanks and the lines into 275-gallon totes for disposal.
- Neutralization of staining located in the containment.
- Tank cleaning and pipe decontamination
- Decontamination of two (2) aboveground storage tanks (ASTs) and all associated piping via two (2) confined space entry operations.
- Removal and stockpiling of decontaminated piping inside the containment
- Neutralization of all waste from the decontamination operations
- Discharge into the Publicly Owned Treatment Works (POTW) under City of Phoenix permit.
- Transport and disposal of two (2) 275-gallon totes of sulfuric acid at US Ecology, Beatty, Nevada.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ENVIRONMENTAL RESPONSE, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is outlined in the State of Arizona, Statewide Emergency Response and Non-Emergency Environmental Services Contract No. CTR059029.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$500,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Refer to the State of Arizona, Statewide Emergency Response and Non-Emergency Environmental Services Contract No. CTR059029 Fee Schedule for detailed project compensation.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### SECTION 2-B: Pricing Document

#### 1.0 Compensation

##### 1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

#### 2.0 Pricing

2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachment M, PRICE SHEET, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

##### 2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

##### 2.3 PRICE INCREASES:

2.3.1 The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- (c) All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

### 2.4 PRICE REDUCTIONS:

- 2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

### 2.5 ADDITIONAL CHARGES:

- 2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.
- 2.5.2 Subcontracted services, equipment rentals, commodities purchased, etc., which are directly required for the completion of the Task Order, and are approved by the Using Agency's Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up unless prior written approval is acquired from the Using Agency Project Manager.
- 2.5.3 Mark-Up, if approved, shall not exceed five percent (5%) of the total cost of the subcontracted service or rented equipment costs.

### 2.6 TRAVEL:

- 2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all meal and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

## 3.0 Funding

No particular funding considerations apart from paragraph 4.4 [*Availability of Funds for the Next State fiscal year*] and 4.5 [*Availability of Funds for the current State fiscal year*] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

## 4.0 Invoicing

- 4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process. For ADEQ invoices, email invoices to [AccountsPayable@azdeg.gov](mailto:AccountsPayable@azdeg.gov)



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

| Item                                                                     | Required       |
|--------------------------------------------------------------------------|----------------|
| Bill-to name and address                                                 | ●              |
| Contractor name and contact information                                  | ●              |
| Remit-to address                                                         | ●              |
| State contract number                                                    | ●              |
| Order number (typically the The State's e-Procurement System PO #)       | ●              |
| Invoice number and date                                                  | ●              |
| Date the items shipped or services performed                             | ●              |
| Applicable payment terms                                                 | ●              |
| Contract line item number                                                | ●              |
| Contract line item description                                           | ●              |
| Quantity delivered or performed                                          | ●              |
| Line item unit of measure                                                | ●              |
| Item price                                                               | ●              |
| Extended pricing                                                         | ●              |
| Discount off list or catalog                                             | ●              |
| Taxes <i>(as a separate invoice line item)</i>                           | ●              |
| Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i> | Materials only |
| Total invoice amount due                                                 | ●              |
|                                                                          |                |

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
  2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
  3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.
- 4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 For ADEQ invoices, email invoices to [AccountsPayable@azdeq.gov](mailto:AccountsPayable@azdeq.gov)
- 4.7 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 4.7.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.
- 4.7.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
  - (b) do not reference the correct State contract number; or
  - (c) are payable to any Person other than the Contractor.
- 4.7.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

## 5.0 Payments

- 5.1 **PAYMENT.** The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions
- 5.2 **JOINT CHECKS OR DIRECT PAY.** applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 **RECOVERY OF OVER-PAYMENT.** If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 **PAYMENTS TO SUBCONTRACTORS.** Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 **PURCHASING CARD.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 **AUTOMATED CLEARING HOUSE.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:  
<https://gao.az.gov/afis/vendor-information>

The following Exhibit applies to **SECTION 2-B Pricing Document**:

**Attachment M Price Sheet**

End of Section 2-B

**Best and Final Offer**

**Attachment M - Price Sheet (BAFO)**

Request for Proposal No. BPM003931

Statewide Emergency Response and Non-Emergency Environmental Services

Pricing Sheet (Personnel)

Offeror Name: **ENVIRONMENTAL RESPONSE, INC. (ERI)**

**Offeror may add other staff levels to the categories**

The Contractor shall be directly reimbursed for all disposal costs at the rate of 110% of the cost of the Contractor's cost of disposal.

**Emergency Response - Rate**

| <b>FIELD PERSONNEL</b>                     | <b>UOM</b> | <b>On Site<br/>(No PPE)</b> | <b>On Site<br/>(Level A)</b> | <b>On Site<br/>(Level B)</b> | <b>On Site<br/>(Level C)</b> | <b>On Site<br/>(Level D)</b> |
|--------------------------------------------|------------|-----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Field Technician                           | HR         | \$ 42.00                    | \$ 42.00                     | \$ 42.00                     | \$ 42.00                     | \$ 42.00                     |
| Equipment Operator                         | HR         | \$ 55.00                    | \$ 55.00                     | \$ 55.00                     | \$ 55.00                     | \$ 55.00                     |
| Foreman                                    | HR         | \$ 68.00                    | \$ 68.00                     | \$ 68.00                     | \$ 68.00                     | \$ 68.00                     |
| Chemist                                    | HR         | \$ 90.00                    | \$ 90.00                     | \$ 90.00                     | \$ 90.00                     | \$ 90.00                     |
| Supervisor                                 | HR         | \$ 70.00                    | \$ 70.00                     | \$ 70.00                     | \$ 70.00                     | \$ 70.00                     |
| Lead Chemist                               | HR         | \$ 90.00                    | \$ 90.00                     | \$ 90.00                     | \$ 90.00                     | \$ 90.00                     |
| Project Manager                            | HR         | \$ 80.00                    | \$ 80.00                     | \$ 80.00                     | \$ 80.00                     | \$ 80.00                     |
| Site Safety Officer                        | HR         | \$ 80.00                    | \$ 80.00                     | \$ 80.00                     | \$ 80.00                     | \$ 80.00                     |
| Laborer (No resume required)               | HR         | \$ 38.00                    | \$ 38.00                     | \$ 38.00                     | \$ 38.00                     | \$ 38.00                     |
| <b>TECHNICAL PERSONNEL</b>                 |            |                             |                              |                              |                              |                              |
| Field Inspector                            | HR         | \$ 55.00                    | \$ 55.00                     | \$ 55.00                     | \$ 55.00                     | \$ 55.00                     |
| Mechanic                                   | HR         | \$ 68.00                    | \$ 68.00                     | \$ 68.00                     | \$ 68.00                     | \$ 68.00                     |
| Welder                                     | HR         | \$ 68.00                    | \$ 68.00                     | \$ 68.00                     | \$ 68.00                     | \$ 68.00                     |
| Field Engineer/Scientist/Geologist         | HR         | \$ 75.00                    | \$ 75.00                     | \$ 75.00                     | \$ 75.00                     | \$ 75.00                     |
| Senior Engineer/Scientist/Geologist        | HR         | \$ 85.00                    | \$ 85.00                     | \$ 85.00                     | \$ 85.00                     | \$ 85.00                     |
| Professional Engineer/LSP                  | HR         | \$ 85.00                    | \$ 85.00                     | \$ 85.00                     | \$ 85.00                     | \$ 85.00                     |
| <b>ADMINISTRATIVE/MANAGERIAL PERSONNEL</b> |            |                             |                              |                              |                              |                              |
| On Site Administration                     | HR         | \$ 38.00                    | \$ 38.00                     | \$ 38.00                     | \$ 38.00                     | \$ 38.00                     |
| Emergency Response Coordinator             | HR         | \$ 80.00                    | \$ 80.00                     | \$ 80.00                     | \$ 80.00                     | \$ 80.00                     |
| General Manager                            | HR         | \$ 90.00                    | \$ 90.00                     | \$ 90.00                     | \$ 90.00                     | \$ 90.00                     |

**Best and Final Offer**

**Attachment M - Price Sheet**

Request for Proposal No. BPM003931

Statewide Emergency Response and Non-Emergency Environmental Services

Pricing Sheet (Non-Emergency Equipment)

Offeror Name: **ENVIRONMENTAL RESPONSE, INC. (ERI)**

**Offeror may add other equipment to the categories**

Mark Equipment Line with (X) if Owned

| <b>HEAVY DUTY TRUCKS</b>                   |                                                                | <b>HR</b> | <b>DAY</b>  | <b>WEEK</b>  |
|--------------------------------------------|----------------------------------------------------------------|-----------|-------------|--------------|
| X                                          | Box Truck                                                      | \$ 90.00  | \$ 900.00   | \$ 4,500.00  |
| X                                          | Dump Truck, 10 Wheel                                           | \$ 95.00  | \$ 950.00   | \$ 4,750.00  |
|                                            | High Powered Vacuum Truck/Cusco                                | N/A       | N/A         | N/A          |
| X                                          | Rolloff Straightjob                                            | \$ 45.00  | \$ 450.00   | \$ 2,250.00  |
| X                                          | Rolloff Two Can Trailer                                        | \$ 45.00  | \$ 450.00   | \$ 2,250.00  |
| X                                          | Skid Mounted Vacuum System                                     | \$ 60.00  | \$ 600.00   | \$ 3,000.00  |
| X                                          | Tractor Only, No Trailer                                       | \$ 55.00  | \$ 550.00   | \$ 2,750.00  |
| X                                          | Tractor w/Box Van                                              | \$ 90.00  | \$ 900.00   | \$ 4,500.00  |
| X                                          | Tractor w/Dump Trailer                                         | \$ 100.00 | \$ 1,000.00 | \$ 5,000.00  |
| X                                          | Tractor w/Flatbed/Lowbed Trailer                               | \$ 100.00 | \$ 1,000.00 | \$ 5,000.00  |
| X                                          | Tractor w/Liquid Transporter                                   | \$ 120.00 | \$ 1,200.00 | \$ 6,000.00  |
| X                                          | Tractor w/Rolloff Trailer                                      | \$ 100.00 | \$ 1,000.00 | \$ 5,000.00  |
| X                                          | Tractor w/Vacuum Trailer                                       | \$ 185.00 | \$ 1,850.00 | \$ 9,250.00  |
| X                                          | Vactor with Jet Rodder                                         | \$ 357.00 | \$ 3,570.00 | \$ 17,850.00 |
| X                                          | Vacuum Truck, Straight                                         | \$ 170.00 | \$ 1,700.00 | \$ 8,500.00  |
| X                                          | Wet/Dry High Powered Vacuum Truck/Guzzler                      | \$ 225.00 | \$ 2,250.00 | \$ 11,250.00 |
| <b>HYDRO EXCAVATION SERVICES</b>           |                                                                | <b>HR</b> | <b>DAY</b>  | <b>WEEK</b>  |
| X                                          | Hydrovac - Single Drive with Operator & Helper                 | \$ 250.00 | \$ 2,500.00 | \$ 12,500.00 |
| X                                          | Hydrovac - Tandem Drive with Operator & Helper                 | \$ 357.00 | \$ 357.00   | \$ 17,850.00 |
| X                                          | Hydrovac - Tri-Drive with Operator & Helper                    | \$ 357.00 | \$ 357.00   | \$ 17,850.00 |
| X                                          | Working Boiler / Heating Charge                                | \$ 200.00 | \$ 2,000.00 | \$ 10,000.00 |
| <b>LIGHT DUTY TRUCK/RESPONSE EQUIPMENT</b> |                                                                | <b>HR</b> | <b>DAY</b>  | <b>WEEK</b>  |
| X                                          | Emergency Response Van                                         | \$ 25.00  | \$ 250.00   | \$ 1,250.00  |
| X                                          | Pickup with Dump Body                                          | \$ 25.00  | \$ 250.00   | \$ 1,250.00  |
| X                                          | Pickup/Van/Car/Crew Cab                                        | \$ 25.00  | \$ 250.00   | \$ 1,250.00  |
| X                                          | Small Box Truck / Cube Van                                     | \$ 25.00  | \$ 250.00   | \$ 1,250.00  |
| X                                          | Spill Trailer                                                  | \$ 20.00  | \$ 200.00   | \$ 1,200.00  |
| X                                          | Stake Body/Utility Truck                                       | \$ 25.00  | \$ 250.00   | \$ 1,250.00  |
| X                                          | Utility / Support Trailer                                      | \$ 20.00  | \$ 200.00   | \$ 1,000.00  |
| <b>PRESSURE WASHING EQUIPMENT</b>          |                                                                | <b>HR</b> | <b>DAY</b>  | <b>WEEK</b>  |
| X                                          | 1000psi Pressure Washer                                        | \$ 12.00  | \$ 120.00   | \$ 600.00    |
| X                                          | 2-D Rotating Nozzle - 10K                                      | \$ 12.00  | \$ 120.00   | \$ 600.00    |
| X                                          | 2000psi Pressure Washer                                        | \$ 15.00  | \$ 150.00   | \$ 600.00    |
| X                                          | 2500psi Hot Water Pressure Washer                              | \$ 15.00  | \$ 150.00   | \$ 600.00    |
| X                                          | 2500psi Pressure Washer                                        | \$ 15.00  | \$ 150.00   | \$ 600.00    |
| X                                          | 3000psi Hot Water Pressure Washer                              | \$ 15.00  | \$ 150.00   | \$ 600.00    |
|                                            | High Pressure Blaster - 10K PSI 51-65 GPM - HP Pump (350 -405) | N/A       | N/A         | N/A          |
|                                            | High Pressure Blaster - 20K PSI 25-28 GPM - HP Pump (300 -320) | N/A       | N/A         | N/A          |

## Best and Final Offer

|   |                                                                |           |            |             |
|---|----------------------------------------------------------------|-----------|------------|-------------|
|   | High Pressure Blaster - 40,000 PSI 6 GPM - UHP Pump (200HP)    | N/A       | N/A        | N/A         |
|   | High Pressure Blaster - 40K PSI 12-14 GPM - HP Pump (300 -320) | N/A       | N/A        | N/A         |
|   | Nozzle - 3D - 10K, 20-80 GPM                                   | N/A       | N/A        | N/A         |
|   | <b>PUMPING/TRANSFERRING PUMPS</b>                              | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
| X | Drum Head Vacuum System, Electric                              | \$ 15.00  | \$ 90.00   | \$ 450.00   |
| X | Drum Loader                                                    | \$ 5.00   | \$ 50.00   | \$ 200.00   |
| X | Pump - Centrifugal, 2 in                                       | \$ 8.00   | \$ 80.00   | \$ 320.00   |
|   | Pump - Diesel Lister, 3 in                                     | N/A       | N/A        | N/A         |
| X | Pump - Double Diaphragm, 1 in                                  | \$ 10.00  | \$ 100.00  | \$ 400.00   |
| X | Pump - Double Diaphragm, 2 in                                  | \$ 10.00  | \$ 100.00  | \$ 400.00   |
| X | Pump - Double Diaphragm, 2 in, Chemical                        | \$ 10.00  | \$ 100.00  | \$ 400.00   |
| X | Pump - Double Diaphragm, 3 in                                  | \$ 15.00  | \$ 150.00  | \$ 600.00   |
| X | Pump - Double Diaphragm, 3 in, Chemical                        | \$ 15.00  | \$ 150.00  | \$ 600.00   |
| X | Pump - Double Diaphragm, 4 in                                  | \$ 20.00  | \$ 200.00  | \$ 800.00   |
| X | Pump - Electric Drum                                           | \$ 8.00   | \$ 80.00   | \$ 320.00   |
| X | Pump - Electric Submersible, 2 in                              | \$ 8.00   | \$ 80.00   | \$ 320.00   |
| X | Pump - Electric Submersible, 3 in                              | \$ 10.00  | \$ 100.00  | \$ 400.00   |
| X | Pump - Electric Submersible, 4 in                              | \$ 15.00  | \$ 150.00  | \$ 600.00   |
| X | Pump - Hand                                                    | \$ 3.00   | \$ 30.00   | \$ 150.00   |
|   | Pump - Hydraulic Transfer, 4 in                                | N/A       | N/A        | N/A         |
|   | Pump - Hydraulic Transfer, 6 in                                | N/A       | N/A        | N/A         |
| X | Pump - Trash, 4 in                                             | \$ 15.00  | \$ 150.00  | \$ 600.00   |
|   | <b>MARINE RESPONSE EQUIPMENT</b>                               | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
|   | Airboat, Single Engine                                         | N/A       | N/A        | N/A         |
|   | Airboat, Twin Engine                                           | N/A       | N/A        | N/A         |
|   | Boat/Workskiff without Motor                                   | N/A       | N/A        | N/A         |
|   | Brush Skimmer                                                  | N/A       | N/A        | N/A         |
|   | Containment Boom - 10" Per Foot Per Day                        | N/A       | N/A        | N/A         |
|   | Containment Boom - 18" Per Foot Per Day                        | N/A       | N/A        | N/A         |
|   | Containment Boom - 24" Per Foot Per Day                        | N/A       | N/A        | N/A         |
|   | Containment Boom - 36" Per Foot Per Day                        | N/A       | N/A        | N/A         |
|   | Drum Skimmer (24in-36in)                                       | N/A       | N/A        | N/A         |
|   | Drum Skimmer, Double Barrel 24"                                | N/A       | N/A        | N/A         |
|   | Hydraulic Power Pack for Skimmer                               | N/A       | N/A        | N/A         |
|   | Landing Craft (LCM), 26ft-29ft                                 | N/A       | N/A        | N/A         |
|   | Landing Craft (LCM), 30ft-34ft                                 | N/A       | N/A        | N/A         |
|   | Landing Craft (LCM), 35ft-45ft                                 | N/A       | N/A        | N/A         |
|   | PFD Life Vest                                                  | N/A       | N/A        | N/A         |
|   | PFD Survival Suit / Cold Weather Survival Work Suits           | N/A       | N/A        | N/A         |
|   | Power Barge Boat, 26ft-30ft                                    | N/A       | N/A        | N/A         |
|   | Power Barge Boat, 30ft-42ft                                    | N/A       | N/A        | N/A         |
|   | Power Workboat, Fast Response, 12-14ft                         | N/A       | N/A        | N/A         |
|   | Power Workboat, Fast Response, 15-17ft                         | N/A       | N/A        | N/A         |
|   | Power Workboat, Fast Response, 18-22ft                         | N/A       | N/A        | N/A         |
|   | Power Workboat, Fast Response, 23-26ft                         | N/A       | N/A        | N/A         |
|   | Power Workboat, Fast Response, 27-36ft                         | N/A       | N/A        | N/A         |
|   | Rigid Hull Inflatable (RIB) (18ft-22ft)                        | N/A       | N/A        | N/A         |

## Best and Final Offer

|   |                                                             |           |            |             |
|---|-------------------------------------------------------------|-----------|------------|-------------|
|   | Rope Mop - 4" (Per Foot)                                    | N/A       | N/A        | N/A         |
|   | Rope Mop - 9" (Per Foot)                                    | N/A       | N/A        | N/A         |
|   | Rotating Disc Skimmer Unit                                  | N/A       | N/A        | N/A         |
|   | Skim Pack Skimmer                                           | N/A       | N/A        | N/A         |
|   | Skimmer - C24H Hydraulically Powered Rope Mop Wringer       | N/A       | N/A        | N/A         |
|   | Skimmer - C29H Hydraulically Powered Rope Mop Wringer       | N/A       | N/A        | N/A         |
|   | Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer | N/A       | N/A        | N/A         |
|   | Skimmer, Duck Bill                                          | N/A       | N/A        | N/A         |
|   | Skimming Vessel (Marco/JBF or Equivalent) 28-30ft           | N/A       | N/A        | N/A         |
|   | Skimming Vessel Belt Drive Replacement                      | N/A       | N/A        | N/A         |
|   | Weir Skimmer Unit                                           | N/A       | N/A        | N/A         |
|   | <b>FIELD ANALYTICAL</b>                                     | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
| X | 4 Gas/5 Gas Meter                                           | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X | Bailer & Sampling Equipment                                 | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X | Draeger Air Monitoring Pump                                 | \$ 10.00  | \$ 60.00   | \$ 240.00   |
| X | Explosion/Oxygen Meter                                      | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X | Geiger Counter Meter                                        | \$ 15.00  | \$ 90.00   | \$ 360.00   |
| X | Hydrogen Cyanide Meter                                      | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X | Interface Probe                                             | \$ 15.00  | \$ 90.00   | \$ 360.00   |
| X | Lumex RA915+ Mercury Vapor Analyzer                         | \$ 40.00  | \$ 320.00  | \$ 1,600.00 |
| X | Mercury Vapor Analyzer                                      | \$ 30.00  | \$ 300.00  | \$ 1,500.00 |
| X | Particulate Meter, Mini Ram or equivalent                   | \$ 30.00  | \$ 300.00  | \$ 1,500.00 |
| X | Personal Air Pump Meter                                     | \$ 5.00   | \$ 30.00   | \$ 120.00   |
| X | pH Meter                                                    | \$ 5.00   | \$ 30.00   | \$ 120.00   |
| X | PID Meter                                                   | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X | Well Purging/Sampling Pump                                  | \$ 40.00  | \$ 320.00  | \$ 1,600.00 |
|   | <b>HOSES/PIPE</b>                                           | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
| X | Hose - Chemical, 2 in X 20 ft                               | \$ 20.00  | \$ 60.00   | \$ 300.00   |
| X | Hose - Chemical, 3 in X 20 ft                               | \$ 25.00  | \$ 60.00   | \$ 300.00   |
| X | Hose - Chemical, 4 in X 20 ft                               | \$ 30.00  | \$ 80.00   | \$ 400.00   |
| X | Hose - Flex ADS, 6 in, per ft                               | \$ 5.30   |            |             |
| X | Hose - Flex, 4 in, per ft                                   | \$ 4.80   |            |             |
| X | Hose - Lay Flat, 2 in X 25ft                                | N/A       | \$ 5.00    | \$ 20.00    |
| X | Hose - Lay Flat, 4 in X 25 ft                               | N/A       | \$ 14.00   | \$ 68.00    |
| X | Hose - Lay Flat, 6 in X 25 ft                               | N/A       | \$ 25.00   | \$ 129.00   |
| X | Hose - Suction, 2 in X 25 ft                                | N/A       | \$ 20.00   | \$ 100.00   |
| X | Hose - Suction, 3 in X 25 ft                                | N/A       | \$ 30.00   | \$ 160.00   |
| X | Hose - Suction, 4 in X 25 ft                                | N/A       | \$ 34.00   | \$ 170.00   |
| X | Hose - Suction, 6 in X 25 ft                                | N/A       | \$ 38.00   | \$ 190.00   |
| X | Wash Hose, 1/2in x 50ft                                     | N/A       | \$ 5.00    | \$ 20.00    |
|   | <b>EARTH MOVING EQUIPMENT</b>                               | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
| X | Backhoe Loader, 1 Yard Bucket                               | \$ 40.00  | \$ 400.00  | \$ 2,000.00 |
| X | Bobcat Loader/Mini Excavator                                | \$ 40.00  | \$ 400.00  | \$ 2,000.00 |
| X | Excavator, 20-30 Ton                                        | \$ 80.00  | \$ 800.00  | \$ 4,000.00 |
| X | Fork Attachment for Bobcat Loader                           | \$ 15.00  | \$ 120.00  | \$ 600.00   |
| X | Loader, 2-3 Yard Bucket                                     | \$ 70.00  | \$ 700.00  | \$ 3,500.00 |
| X | Mini Excavator                                              | \$ 40.00  | \$ 400.00  | \$ 2,000.00 |

## Best and Final Offer

|                              |                                             |    |           |    |            |    |             |
|------------------------------|---------------------------------------------|----|-----------|----|------------|----|-------------|
| X                            | Sweeper Attachment for Bobcat Loader        | \$ | 25.00     | \$ | 250.00     | \$ | 1,250.00    |
| <b>PNEUMATIC POWER TOOLS</b> |                                             |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                            | 3/4in Drill, Rotary Hammer                  | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Airspade Pneumatic Shovel                   | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Jackhammer, 40Lb                            | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Jackhammer, 60Lb                            | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Jackhammer, 90Lb                            | \$ | 8.00      | \$ | 64.00      | \$ | 320.00      |
| X                            | Pneumatic Chipping Gun                      | \$ | 3.00      | \$ | 18.00      | \$ | 72.00       |
| X                            | Steel Nibbler, Pneumatic                    | \$ | 2.00      | \$ | 12.00      | \$ | 48.00       |
| <b>GAS POWERED TOOLS</b>     |                                             |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                            | Brush Cutter/Power Broom                    | \$ | 25.00     | \$ | 250.00     | \$ | 1,000.00    |
| X                            | Chain Saw                                   | \$ | 8.00      | \$ | 64.00      | \$ | 320.00      |
| X                            | Cutoff Saw (Demo)                           | \$ | 5.00      | \$ | 50.00      | \$ | 250.00      |
| <b>ELECTRIC POWER TOOLS</b>  |                                             |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                            | 1/2in Drill, Electric                       | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Circular Saw, Electric                      | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Mercury Vacuum                              | \$ | 25.00     | \$ | 250.00     | \$ | 1,000.00    |
| X                            | Reciprocating Saw (Sawzall), Electric       | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Wet Vacuum (Shop Vac)                       | \$ | 5.00      | \$ | 30.00      | \$ | 120.00      |
| <b>SITE SUPPORT</b>          |                                             |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                            | 100 HP boiler unit                          | \$ | 200.00    | \$ | 2,000.00   | \$ | 10,000.00   |
| X                            | 15 Gal HEPA Vacuum                          | \$ | 8.00      | \$ | 80.00      | \$ | 320.00      |
| X                            | 150,000 BTU Portable Heater                 | \$ | 8.00      | \$ | 80.00      | \$ | 320.00      |
| X                            | 2 CU YD self dumping hopper                 | \$ | 5.00      | \$ | 50.00      | \$ | 200.00      |
| X                            | 2,000 - 2,900 Gal Poly Storage Tank         |    | N/A       | \$ | 80.00      | \$ | 320.00      |
| X                            | 3,000 - 3,900 Gal Steel Storage Tank        |    | N/A       | \$ | 80.00      | \$ | 320.00      |
| X                            | 300 - 500 Gal Poly Storage Tank             |    | N/A       | \$ | 50.00      | \$ | 200.00      |
| X                            | 4,000 - 6,000 Gal Poly Storage Tank         |    | N/A       | \$ | 120.00     | \$ | 480.00      |
|                              | Adverse Climatic Conditions Relief          |    | N/A       |    | N/A        |    | N/A         |
| X                            | Air Compressor 175-185 CFM                  | \$ | 20.00     | \$ | 80.00      | \$ | 320.00      |
| X                            | Air Compressor 8-10 CFM                     | \$ | 10.00     | \$ | 30.00      | \$ | 120.00      |
| X                            | ATV, 4X4 or 4X6                             | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                            | Carbon Filter System                        | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                            | Decon Pool, 10ft x 10ft                     | \$ | 3.00      | \$ | 30.00      | \$ | 120.00      |
| X                            | Decon Pool, 20ft x 100ft                    | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                            | Decon Pool, 25ft x 50ft                     | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                            | Decontamination Trailer                     | \$ | 25.00     | \$ | 250.00     | \$ | 1,000.00    |
| X                            | Dewatering Box                              | \$ | 2.00      | \$ | 20.00      | \$ | 140.00      |
| X                            | Drum Vacuum, Pneumatic                      | \$ | 4.00      | \$ | 40.00      | \$ | 160.00      |
| X                            | Dump Trailer (Trailer Only, Staged on Site) | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                            | Eyewash Station                             | \$ | 2.00      | \$ | 20.00      | \$ | 60.00       |
| X                            | Frac Tank 20,000 Gal                        | \$ | 50.00     | \$ | 500.00     | \$ | 3,500.00    |
| X                            | Frac Tank, Double Walled                    | \$ | 60.00     | \$ | 600.00     | \$ | 4,200.00    |
| X                            | Generator - 12K Watt                        | \$ | 12.00     | \$ | 120.00     | \$ | 480.00      |
| X                            | Generator - 4,000 Watt                      | \$ | 5.00      | \$ | 50.00      | \$ | 200.00      |
| X                            | Generator - 5,000 Watt                      | \$ | 7.00      | \$ | 70.00      | \$ | 280.00      |
| X                            | Generator - 8,000 Watt                      | \$ | 8.00      | \$ | 80.00      | \$ | 320.00      |
| X                            | Halogen Spotlight                           | \$ | 2.00      | \$ | 20.00      | \$ | 80.00       |
|                              | Incident Command Unit                       |    | N/A       |    | N/A        |    | N/A         |

## Best and Final Offer

|   |                                                         |    |           |    |            |    |             |
|---|---------------------------------------------------------|----|-----------|----|------------|----|-------------|
|   | Intermodal Container                                    |    | N/A       |    | N/A        |    | N/A         |
| X | Intrinsically Safe Drop Light                           | \$ | 5.00      | \$ | 50.00      | \$ | 200.00      |
| X | Light Stand                                             | \$ | 2.00      | \$ | 20.00      | \$ | 80.00       |
| X | Light Tower w/Generator                                 | \$ | 20.00     | \$ | 200.00     | \$ | 800.00      |
| X | Manlift                                                 | \$ | 20.00     | \$ | 200.00     | \$ | 800.00      |
| X | Office Trailer                                          |    | N/A       | \$ | 40.00      | \$ | 200.00      |
| X | On-site Van Trailer (Tractor not included)              | \$ | 3.00      | \$ | 30.00      | \$ | 150.00      |
| X | Personnel Staging Tent, 10x10 ft, Purchased             | \$ | 15.00     | \$ | 120.00     | \$ | 480.00      |
| X | Personnel Staging Tent, 20' x 30'                       | \$ | 15.00     | \$ | 120.00     | \$ | 600.00      |
| X | Pump - Trash, 2 in                                      | \$ | 10.00     | \$ | 60.00      | \$ | 160.00      |
| X | Pump - Trash, 3 in                                      | \$ | 15.00     | \$ | 80.00      | \$ | 200.00      |
| X | Rolloff Container with Metal lid                        |    | N/A       | \$ | 8.00       | \$ | 56.00       |
| X | Rolloff Container with Tarp & Bows                      |    | N/A       | \$ | 8.00       | \$ | 56.00       |
| X | Sea Container / Conex / Tool Crib, 20 ft.               |    | N/A       | \$ | 10.00      | \$ | 70.00       |
| X | Secondary Containment Unit                              |    | N/A       | \$ | 25.00      | \$ | 175.00      |
|   | Skid Mounted Liquid Phase Carbon System (10GPM)         |    | N/A       |    | N/A        |    | N/A         |
| X | Tank Trailer/Transporter, No Tractor (For Storage Only) |    | N/A       | \$ | 25.00      | \$ | 175.00      |
| X | Traffic Cone/Barricade Unit                             | \$ | 4.00      | \$ | 100.00     | \$ | 500.00      |
| X | Utility/Cross Terrain Vehicle (Mule/Gator)              | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X | Vacuum Box, Watertight                                  | \$ | 10.00     | \$ | 100.00     | \$ | 700.00      |
|   | <b>SPECIALTY EQUIPMENT</b>                              |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X | Antiviral Disinfectant Fogger                           | \$ | 20.00     | \$ | 120.00     | \$ | 480.00      |
| X | Auger, Manual                                           | \$ | 10.00     | \$ | 60.00      | \$ | 240.00      |
| X | Compactor                                               | \$ | 45.00     | \$ | 270.00     | \$ | 1,080.00    |
| X | Confined Space Entry Gear (Retrieval & Rescue Equip)    | \$ | 30.00     | \$ | 240.00     | \$ | 960.00      |
| X | Cutting Torch/Acetylene Torch                           | \$ | 15.00     | \$ | 90.00      | \$ | 360.00      |
| X | DBI/Rogliss Tripod                                      | \$ | 35.00     | \$ | 210.00     | \$ | 840.00      |
| X | Digital Camera                                          | \$ | 30.00     | \$ | 150.00     | \$ | 600.00      |
| X | Drum Crusher, Portable                                  | \$ | 35.00     | \$ | 350.00     | \$ | 1,400.00    |
| X | Drum Tilter, Mechanical                                 | \$ | 30.00     | \$ | 300.00     | \$ | 1,200.00    |
| X | Electric Auger                                          | \$ | 25.00     | \$ | 150.00     | \$ | 600.00      |
| X | Electric Blower                                         | \$ | 5.00      | \$ | 50.00      | \$ | 200.00      |
| X | Explosion Proof Pneumatic Fan Blower                    | \$ | 10.00     | \$ | 80.00      | \$ | 320.00      |
| X | Fiber Optic Camera                                      | \$ | 30.00     | \$ | 300.00     | \$ | 1,500.00    |
| X | Fiber Optic Camera Truck                                | \$ | 230.00    | \$ | 2,300.00   | \$ | 11,500.00   |
| X | Forklift, 2,000Lb Capacity                              | \$ | 45.00     | \$ | 450.00     | \$ | 1,800.00    |
| X | Forklift, 6,000Lb Capacity (High Reach / Lull)          | \$ | 45.00     | \$ | 450.00     | \$ | 1,800.00    |
| X | Plasma Cutting Torch                                    | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
|   | Remote Drum Opener, Pnuematic                           |    | N/A       |    | N/A        |    | N/A         |
| X | Sand Blaster and Hose                                   | \$ | 35.00     | \$ | 350.00     | \$ | 1,750.00    |
| X | Transit Set                                             | \$ | 2.00      | \$ | 20.00      | \$ | 80.00       |
| X | Walk Behind Concrete Saw                                | \$ | 25.00     | \$ | 150.00     | \$ | 600.00      |
|   | <b>RESPIRATORY PROTECTION</b>                           |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X | 2 Man Breathing System                                  | \$ | 40.00     | \$ | 400.00     | \$ | 1,600.00    |
| X | 4 Man Breathing System                                  | \$ | 80.00     | \$ | 800.00     | \$ | 3,200.00    |
| X | Acid Cartridges                                         | \$ | 19.25     |    |            |    |             |
| X | Asbestos Cartridges                                     | \$ | 6.75      |    |            |    |             |
| X | Breathing Air Hose, 100ft                               | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |

## Best and Final Offer

|                                                |                                                 |             |          |            |             |             |
|------------------------------------------------|-------------------------------------------------|-------------|----------|------------|-------------|-------------|
| X                                              | Mercury Cartridges                              | \$          | 35.75    |            |             |             |
| X                                              | MSA Chemical Cartridge                          | \$          | 20.00    |            |             |             |
| X                                              | Negative Air Machine (Blower w/ HEPA filter)    | \$          | 25.00    | \$         | 150.00      | \$ 600.00   |
| X                                              | Organic Vapor Cartridges (No Dust)              | \$          | 25.00    |            |             |             |
| X                                              | Organic Vapor/Dust Combination Cartridges       | \$          | 19.25    |            |             |             |
| X                                              | Respirator, Full Face                           | \$          | 120.00   |            |             |             |
| X                                              | Powered Air Purifying Respeirators (PAPR)       | \$          | 380.00   |            |             |             |
| X                                              | Self Contained Breathing Apparatus (SCBA)       | \$          | 20.00    | \$         | 200.00      | \$ 1,000.00 |
| <b>PERSONAL PROTECTIVE EQUIPMENT (PER PERS</b> |                                                 | <b>EACH</b> |          | <b>DAY</b> | <b>WEEK</b> |             |
| X                                              | Level A w/ResponderPlus Suit/Changeout          | \$          | 1,640.00 |            |             |             |
| X                                              | Level B w/CPF2 or Polytyvec/Changeout           | \$          | 71.00    |            |             |             |
| X                                              | Level B w/CPF3 or Saranex Suit/Changeout        | \$          | 71.00    |            |             |             |
| X                                              | Level B w/CPF4 or Barricade Suit/Changeout      | \$          | 71.00    |            |             |             |
| X                                              | Level C w/CPF1,2 or Polytyvec/Changeout         | \$          | 20.00    |            |             |             |
| X                                              | Level C w/CPF3 or Saranex Suit/Changeout        | \$          | 23.00    |            |             |             |
| X                                              | Level C w/CPF4 or Barricade Suit/Changeout      | \$          | 24.00    |            |             |             |
| X                                              | Modified Level D (Tyvec, Gloves and Boots)      | \$          | 6.00     |            |             |             |
| <b>CHEMICAL PROTECTIVE GARMENTS</b>            |                                                 | <b>EACH</b> |          | <b>DAY</b> | <b>WEEK</b> |             |
| X                                              | Chemrel Suit, Level C                           | \$          | 20.00    |            |             |             |
| X                                              | Kappler CPF1 Suit (Blue)                        | \$          | 21.00    |            |             |             |
| X                                              | Kappler CPF2 Suit (Grey)                        | \$          | 21.00    |            |             |             |
| X                                              | Kappler CPF2 Suit w/Strapped Seams (Grey)       | \$          | 22.00    |            |             |             |
| X                                              | Kappler CPF3 Suit w/Hood & Boots (Tan)          | \$          | 25.00    |            |             |             |
| X                                              | Kappler CPF3 Suit w/Hood & Strapped Seams (Tan) | \$          | 25.00    |            |             |             |
| X                                              | Kappler CPF4 Suit w/Hood & Boots (Green)        | \$          | 26.00    |            |             |             |
| X                                              | Nomex Suit and Hood                             | \$          | 100.00   |            |             |             |
| X                                              | Polycoated Rain Gear, 22mil                     | \$          | 23.00    |            |             |             |
| X                                              | Tyvec, Polycoat HD/BT                           | \$          | 12.00    |            |             |             |
| X                                              | Tyvec, Saranex                                  | \$          | 20.00    |            |             |             |
| X                                              | Tyvec, White                                    | \$          | 6.00     |            |             |             |
| <b>HAND PROTECTION</b>                         |                                                 | <b>EACH</b> |          | <b>DAY</b> | <b>WEEK</b> |             |
| X                                              | 14in Neoprene Gloves                            | \$          | 1.50     |            |             |             |
| X                                              | 14in Nitrile Gloves                             | \$          | 1.50     |            |             |             |
| X                                              | Cotton Winter Glove Liners                      | \$          | 0.15     |            |             |             |
| X                                              | Cut Resistant Gloves                            | \$          | 9.90     |            |             |             |
| X                                              | Gloves - 12 in PVC                              | \$          | 1.75     |            |             |             |
| X                                              | Gloves - 18 in PVC                              | \$          | 1.90     |            |             |             |
| X                                              | Gloves - Leather                                | \$          | 9.85     |            |             |             |
| X                                              | Latex Gloxes                                    | \$          | 0.45     |            |             |             |
| X                                              | Puncture Resistant Gloves                       | \$          | 9.90     |            |             |             |
| X                                              | Silver Shield Gloves                            | \$          | 87.00    |            |             |             |
| <b>FOOT PROTECTION</b>                         |                                                 | <b>EACH</b> |          | <b>DAY</b> | <b>WEEK</b> |             |
| X                                              | Disposable Boot Covers (Chicken Boots)          | \$          | 18.00    |            |             |             |
| X                                              | Non Steel Toe Chest Waders - Purchased          | \$          | 75.00    |            |             |             |
| X                                              | Steel Toe Hip Boots - Purchase                  | \$          | 43.00    |            |             |             |
| X                                              | Steel Toe Knee Boots                            | \$          | 48.00    |            |             |             |
| <b>HEAD / FACIAL PROTECTION</b>                |                                                 | <b>EACH</b> |          | <b>DAY</b> | <b>WEEK</b> |             |
| X                                              | 16oz Eyewash                                    | \$          | 33.00    |            |             |             |
| X                                              | Bottled Water / Stress Relief (Case)            | \$          | 5.00     |            |             |             |

## Best and Final Offer

|   |                                                              |             |            |             |  |
|---|--------------------------------------------------------------|-------------|------------|-------------|--|
| X | Earplugs                                                     | \$          | 0.50       |             |  |
| X | Face/Splash Shield                                           | \$          | 27.00      |             |  |
| X | First Aid Kit, 25 Person                                     | \$          | 21.50      |             |  |
|   | <b>DOT SHIPPING CONTAINERS</b>                               | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X | 1 Cubic Yard Supersac 13H2/Y/06                              | \$          | 24.00      |             |  |
| X | 10 Gal / 40 Litre Fiber Drum                                 | \$          | 38.00      |             |  |
| X | 110 Gal Steel Drum, Reconditioned 1A2/Y400S                  | \$          | 254.00     |             |  |
| X | 16 Gal / 70 L Closed Poly Drum                               | \$          | 58.00      |             |  |
| X | 16 Gal / 70 L Open Poly Drum 1H2/Y56/S                       | \$          | 60.00      |             |  |
| X | 16 Gal Fiber Drum                                            | \$          | 52.00      |             |  |
| X | 18x18x24in Nonhazardous Pathological Waste Box               | \$          | 47.00      |             |  |
| X | 20 Gal / 80 Litre Fiber Drum                                 | \$          | 62.00      |             |  |
| X | 20 Gal / 80 Litre Poly Drum (1H2/Y56/S)                      | \$          | 62.00      |             |  |
| X | 275G / 1100 L Poly TOTE, DOT Rated                           | \$          | 267.00     |             |  |
| X | 275G / 1100 L Recondition Poly TOTE, DOT Rated               | \$          | 230.00     |             |  |
| X | 30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100             | \$          | 83.00      |             |  |
| X | 30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200       | \$          | 80.00      |             |  |
| X | 30 Gal / 120 Litre Closed Steel Drum, Reconed 1A1/Y1.4/100   | \$          | 112.00     |             |  |
| X | 30 Gal / 120 Litre Fiber Drum 1G/X56/S                       | \$          | 70.00      |             |  |
| X | 30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S                 | \$          | 70.00      |             |  |
| X | 30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100              | \$          | 110.00     |             |  |
| X | 30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100    | \$          | 112.00     |             |  |
| X | 4ft Fluorescent Tube Box 4G/Y275                             | \$          | 86.00      |             |  |
| X | 5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170               | \$          | 11.00      |             |  |
| X | 5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300              | \$          | 25.00      |             |  |
| X | 5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60                       | \$          | 14.00      |             |  |
| X | 5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100                     | \$          | 27.00      |             |  |
| X | 5.5 Gal / 20 L Steel Drum 1A2/Y23/S                          | \$          | 21.00      |             |  |
| X | 55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)    | \$          | 82.00      |             |  |
| X | 55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)   | \$          | 73.00      |             |  |
| X | 55 Gal / 205 L Stainless Steel Drum, Reconditioned           | \$          | 1,135.00   |             |  |
| X | 55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150             | \$          | 72.00      |             |  |
| X | 55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled   | \$          | 52.00      |             |  |
| X | 55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300       | \$          | 83.00      |             |  |
| X | 55 Gal / 205 Litre Fiber Drum 1G/Y190/S                      | \$          | 85.00      |             |  |
| X | 55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2 | \$          | 121.00     |             |  |
| X | 55 Gal / 205 Litre Poly Drum 1H2/Y237/S                      | \$          | 113.00     |             |  |
| X | 55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100              | \$          | 158.00     |             |  |
| X | 85 G / 320 L Steel Drum, Reconed 1A2/X400/S (Overpack)       | \$          | 254.00     |             |  |
| X | 85 Gal / 320 Litre Steel Drum, New 1A2/X400/S                | \$          | 190.00     |             |  |
| X | 85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S           | \$          | 254.00     |             |  |
| X | 8ft Fluorescent Tube Box 4G/Y275                             | \$          | 58.00      |             |  |
| X | 95 Gal Poly Drum 1H2/Y318/S (Overpack)                       | \$          | 356.00     |             |  |
| X | 95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)             | \$          | 304.00     |             |  |

## Best and Final Offer

|   |                                               |    |        |
|---|-----------------------------------------------|----|--------|
| X | Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)    | \$ | 50.00  |
| X | Drum Liners                                   | \$ | 2.75   |
| X | Drum Rings/Bolts/Gaskets                      | \$ | 15.00  |
| X | Dump Trailer Poly Liner                       | \$ | 35.00  |
| X | Filter/Liner for Filter Box                   | \$ | 125.00 |
| X | Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122 | \$ | 660.00 |
| X | Flexbin, Cubic Yard Box for Non-Haz Waste     | \$ | 104.00 |
| X | Flexbin/Cubic Yard Box Liner                  | \$ | 16.00  |
| X | Fluorescent Bulb Tubes, 4ft 100 bulb capacity | \$ | 86.00  |
| X | Fluorescent Bulb Tubes, 8ft 100 bulb capacity | \$ | 58.00  |
| X | Hazardous Waste Labels / Markings             | \$ | 0.50   |
| X | Labels - DOT Diamonds                         | \$ | 14.00  |
| X | Pathological Waste Bag                        | \$ | 0.75   |
| X | Poly Bags, 6mil, per Roll                     | \$ | 35.00  |
| X | Poly Sheet, 6mil 20ft x 100ft                 | \$ | 98.00  |
| X | Rolloff Poly Liner                            | \$ | 35.00  |
| X | Vacbox Liner/Bladder                          | \$ | 42.00  |
| X | Waste Wrangler                                | \$ | 28.00  |

|  | EACH | DAY | WEEK |
|--|------|-----|------|
|--|------|-----|------|

|   |                                              |    |        |
|---|----------------------------------------------|----|--------|
| X | Absorbent Boom, 3in x 4ft                    | \$ | 10.50  |
| X | Absorbent Boom, 5in x 10ft x 4/Bale          | \$ | 13.50  |
| X | Absorbent Boom, 8in x 10ft x 4/Bale          | \$ | 40.00  |
| X | Absorbent Pad (101 Grade) 100/bale           | \$ | 0.75   |
| X | Absorbent Roll, 38in x 144ft                 | \$ | 26.00  |
| X | Absorbent Rug, 36in x 300ft                  | \$ | 617.00 |
| X | Absorbent Sweep, 17in x 100ft                | \$ | 181.00 |
| X | Activated Carbon for Water treatment systems | \$ | 143.00 |
| X | Corn Cob Absorbent 40lb / 18 kg bag          | \$ | 12.50  |
| X | HGX Absorbent (Mercury absorbent)            | \$ | 71.00  |
| X | Oil Snare, on a Line, 50ft                   | \$ | 207.00 |
| X | Poly Absorbent, 20 lb / 23 kg                | \$ | 13.00  |
| X | Rags, 50 lb / 23 kg                          | \$ | 55.00  |
| X | Speedi Dry                                   | \$ | 13.00  |
| X | SPI Solidification Particulate (Oil Bond)    | \$ | 28.00  |
| X | SPI Waterbond                                | \$ | 28.00  |
| X | Vermiculite 4 cuft                           | \$ | 13.00  |

| DEGREASERS & NEUTRALIZING AGENTS | EACH | DAY | WEEK |
|----------------------------------|------|-----|------|
|----------------------------------|------|-----|------|

|   |                                  |    |        |
|---|----------------------------------|----|--------|
| X | 142 Solvent                      | \$ | 83.00  |
| X | Antifreeze, Concentrate          | \$ | 9.00   |
| X | Antiviral Disinfectant Solution  | \$ | 30.00  |
| X | Capsur                           | \$ | 694.00 |
| X | Cirtic Acid Solution, 15%        | \$ | 44.50  |
| X | Citrus Cleaner Degreaser (1-Gal) | \$ | 25.40  |
| X | Hydrated Lime, 50 lb / 23 kg     | \$ | 12.00  |
| X | Hydrochloric Acid                | \$ | 17.00  |
| X | Penetone Degreaser (1-Gal)       | \$ | 58.00  |
| X | Pink Stuff Degreaser             | \$ | 14.00  |
| X | Simple Green Degreaser           | \$ | 16.50  |
| X | Soda Ash, 100 lb / 45 kg         | \$ | 36.50  |

## Best and Final Offer

|                                           |                                       |             |        |            |             |
|-------------------------------------------|---------------------------------------|-------------|--------|------------|-------------|
| X                                         | Sodium bisulfate 50 lb / 23 kg        | \$          | 357.00 |            |             |
| X                                         | Sodium Hypochlorite, 15% (Bleach)     | \$          | 5.00   |            |             |
| <b>SAMPLING AND LAB SUPPLIES</b>          |                                       | <b>EACH</b> |        | <b>DAY</b> | <b>WEEK</b> |
| X                                         | 8oz Sample Jars                       | \$          | 9.00   |            |             |
| X                                         | CHLOR'N'OIL Test Kit 0-50ppm PCB      | \$          | 23.00  |            |             |
| X                                         | CHLOR-D-TECT 4000 Test Kit (Halogens) | \$          | 20.00  |            |             |
| X                                         | Draeger Tube                          | \$          | 20.00  |            |             |
| X                                         | pH Paper, 1-14/Roll                   | \$          | 22.00  |            |             |
| X                                         | Sample Tube                           | \$          | 20.00  |            |             |
| <b>MARINE EQUIPMENT</b>                   |                                       | <b>EACH</b> |        | <b>DAY</b> | <b>WEEK</b> |
| X                                         | 1/2in Nylon Rope                      | \$          | 0.80   |            |             |
| X                                         | 1/2in Poly Rope                       | \$          | 0.90   |            |             |
| X                                         | 3/8in Poly Rope                       | \$          | 1.00   |            |             |
| X                                         | 3/8in Unguarded Galvanized Chain      | \$          | 3.50   |            |             |
| X                                         | Anchor, 18Lb                          | \$          | 20.00  |            |             |
| X                                         | PFD Deck Suit                         | \$          | 23.00  |            |             |
| X                                         | PFD Safety Light                      | \$          | 37.00  |            |             |
| <b>HAND TOOL/CONSTRUCTION ACCESSORIES</b> |                                       | <b>EACH</b> |        | <b>DAY</b> | <b>WEEK</b> |
| X                                         | 16in Street Broom                     | \$          | 26.00  |            |             |
| X                                         | 24in Floor Broom                      | \$          | 34.00  |            |             |
| X                                         | 3 Gal Pump Spray Bottle               | \$          | 19.00  |            |             |
| X                                         | 3/8in Manilla Rope                    | \$          | 0.50   |            |             |
| X                                         | 3/8in Manilla Rope Coil, 600ft        | \$          | 85.00  |            |             |
| X                                         | 3in Long Handle Scraper               | \$          | 68.00  |            |             |
| X                                         | 3in Scraper                           | \$          | 9.00   |            |             |
| X                                         | Caution Tape/Roll                     | \$          | 10.00  |            |             |
| X                                         | Chemical Tape/Roll                    | \$          | 10.00  |            |             |
| X                                         | Deck/Scrub Brush                      | \$          | 9.00   |            |             |
| X                                         | Disposable Hand Pump/Syphon Pump      | \$          | 23.00  |            |             |
| X                                         | Duct Tape/Roll                        | \$          | 6.00   |            |             |
| X                                         | Extension Cord, 50ft                  | \$          | 42.00  |            |             |
| X                                         | Fence Stakes                          | \$          | 9.00   |            |             |
| X                                         | Fence, SILT 100ft                     | \$          | 95.00  |            |             |
| X                                         | Flat Shovel                           | \$          | 12.00  |            |             |
| X                                         | Garden Hoe                            | \$          | 12.00  |            |             |
| X                                         | Garden Rake                           | \$          | 16.00  |            |             |
| X                                         | Pitch Fork                            | \$          | 8.00   |            |             |
| X                                         | Plastic Shovel                        | \$          | 34.00  |            |             |
| X                                         | Sawzall Blade                         | \$          | 1.00   |            |             |
| X                                         | Shrink Wrap                           | \$          | 12.00  |            |             |
| X                                         | Snow Fence/Safety Fence, 100ft        | \$          | 60.00  |            |             |
| X                                         | Spaded Shovel                         | \$          | 12.00  |            |             |
| X                                         | Squeegee                              | \$          | 18.00  |            |             |
| <b>WASTE MATERIAL APPROVAL</b>            |                                       | <b>EACH</b> |        | <b>DAY</b> | <b>WEEK</b> |
| X                                         | Profile Approval Fee (No Sample)      | \$          | 50.00  |            |             |
| X                                         | Sample & Profile Approval Fee         | \$          | 250.00 |            |             |
| <b>MISCELLANEOUS</b>                      |                                       | <b>EACH</b> |        | <b>DAY</b> | <b>WEEK</b> |
| X                                         | Acetylene Bottle                      | \$          | 42.00  |            |             |
| X                                         | Breathing Air Bottle Refill           | \$          | 20.00  |            |             |

**Best and Final Offer**

|   |                                   |    |       |
|---|-----------------------------------|----|-------|
| X | Collection Jar for Mercury Vacuum | \$ | 21.50 |
| X | Filter Bags - 25 Micron Nominal   | \$ | 14.00 |
| X | Filtration Bag for Mercury Vacuum | \$ | 45.00 |
| X | Hand Cleaner                      | \$ | 12.00 |
| X | Misc. Hand Tools                  | \$ | 25.00 |
| X | Rolloff Bow                       | \$ | 34.00 |
| X | Rolloff Tarp                      | \$ | 78.00 |

## Best and Final Offer

| Routine Services - Rate                     |     |                     |                      |                      |                      |                      |
|---------------------------------------------|-----|---------------------|----------------------|----------------------|----------------------|----------------------|
| FIELD PERSONNEL                             | UOM | On Site<br>(No PPE) | On Site<br>(Level A) | On Site<br>(Level B) | On Site<br>(Level C) | On Site<br>(Level D) |
| Field Technician                            | HR  | \$ 41.00            | \$ 41.00             | \$ 41.00             | \$ 41.00             | \$ 41.00             |
| Equipment Operator                          | HR  | \$ 54.00            | \$ 54.00             | \$ 54.00             | \$ 54.00             | \$ 54.00             |
| Foreman                                     | HR  | \$ 67.00            | \$ 67.00             | \$ 67.00             | \$ 67.00             | \$ 67.00             |
| Chemist                                     | HR  | \$ 89.00            | \$ 89.00             | \$ 89.00             | \$ 89.00             | \$ 89.00             |
| Supervisor                                  | HR  | \$ 69.00            | \$ 69.00             | \$ 69.00             | \$ 69.00             | \$ 69.00             |
| Lead Chemist                                | HR  | \$ 89.00            | \$ 89.00             | \$ 89.00             | \$ 89.00             | \$ 89.00             |
| Project Manager                             | HR  | \$ 79.00            | \$ 79.00             | \$ 79.00             | \$ 79.00             | \$ 79.00             |
| Site Safety Officer                         | HR  | \$ 79.00            | \$ 79.00             | \$ 79.00             | \$ 79.00             | \$ 79.00             |
| Laborer (No resume required)                | HR  | \$ 37.00            | \$ 37.00             | \$ 37.00             | \$ 37.00             | \$ 37.00             |
| TECHNICAL PERSONNEL                         |     |                     |                      |                      |                      |                      |
| Field Inspector                             | HR  | \$ 54.00            | \$ 54.00             | \$ 54.00             | \$ 54.00             | \$ 54.00             |
| Mechanic                                    | HR  | \$ 67.00            | \$ 67.00             | \$ 67.00             | \$ 67.00             | \$ 67.00             |
| Welder                                      | HR  | \$ 67.00            | \$ 67.00             | \$ 67.00             | \$ 67.00             | \$ 67.00             |
| Field Engineer/Scientist/Geologist          | HR  | \$ 74.00            | \$ 74.00             | \$ 74.00             | \$ 74.00             | \$ 74.00             |
| Senior Engineer/Scientist/Geologist         | HR  | \$ 84.00            | \$ 84.00             | \$ 84.00             | \$ 84.00             | \$ 84.00             |
| Professional Engineer/LSP                   | HR  | \$ 89.00            | \$ 89.00             | \$ 89.00             | \$ 89.00             | \$ 89.00             |
| ADMINISTRATIVE/MANAGERIAL PERSONNEL         |     |                     |                      |                      |                      |                      |
| On Site Administration                      | HR  | \$ 37.00            | \$ 37.00             | \$ 37.00             | \$ 37.00             | \$ 37.00             |
| Emergency Response Coordinator              | HR  | \$ 79.00            | \$ 79.00             | \$ 79.00             | \$ 79.00             | \$ 79.00             |
| General Manager                             | HR  | \$ 89.00            | \$ 89.00             | \$ 89.00             | \$ 89.00             | \$ 89.00             |
| Non-Emergency Environmental Services - Rate |     |                     |                      |                      |                      |                      |
| FIELD PERSONNEL                             | UOM | On Site<br>(No PPE) | On Site<br>(Level A) | On Site<br>(Level B) | On Site<br>(Level C) | On Site<br>(Level D) |
| Field Technician                            | HR  | \$ 42.00            | \$ 42.00             | \$ 42.00             | \$ 42.00             | \$ 42.00             |
| Equipment Operator                          | HR  | \$ 55.00            | \$ 55.00             | \$ 55.00             | \$ 55.00             | \$ 55.00             |
| Foreman                                     | HR  | \$ 68.00            | \$ 68.00             | \$ 68.00             | \$ 68.00             | \$ 68.00             |
| Chemist                                     | HR  | \$ 90.00            | \$ 90.00             | \$ 90.00             | \$ 90.00             | \$ 90.00             |
| Supervisor                                  | HR  | \$ 70.00            | \$ 70.00             | \$ 70.00             | \$ 70.00             | \$ 70.00             |

## Best and Final Offer

|                                            |    |    |       |          |          |          |          |
|--------------------------------------------|----|----|-------|----------|----------|----------|----------|
| Lead Chemist                               | HR | \$ | 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 |
| Project Manager                            | HR | \$ | 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 |
| Site Safety Officer                        | HR | \$ | 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 |
| Laborer (No resume required)               | HR | \$ | 38.00 | \$ 38.00 | \$ 38.00 | \$ 38.00 | \$ 38.00 |
| <b>TECHNICAL PERSONNEL</b>                 |    |    |       |          |          |          |          |
| Field Inspector                            | HR | \$ | 55.00 | \$ 55.00 | \$ 55.00 | \$ 55.00 | \$ 55.00 |
| Mechanic                                   | HR | \$ | 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 |
| Welder                                     | HR | \$ | 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 |
| Field Engineer/Scientist/Geologist         | HR | \$ | 75.00 | \$ 75.00 | \$ 75.00 | \$ 75.00 | \$ 75.00 |
| Senior Engineer/Scientist/Geologist        | HR | \$ | 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 |
| Professional Engineer/LSP                  | HR | \$ | 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 |
| <b>ADMINISTRATIVE/MANAGERIAL PERSONNEL</b> |    |    |       |          |          |          |          |
| On Site Administration                     | HR | \$ | 38.00 | \$ 38.00 | \$ 38.00 | \$ 38.00 | \$ 38.00 |
| Emergency Response Coordinator             | HR | \$ | 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 |
| General Manager                            | HR | \$ | 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 |

**Important Note - Offeror must enter the dollar (\$) in the "Unit Price" field on the "items" (f) tab in Arizona Procurement Portal (APP) system to ensure Offeror's bid is valid.**

**Indicate whether organization will offer a prompt payment discount, please complete one or more that will apply:**

DISCOUNT WILL BE 2% IF ADEQ PAYMENT ISSUANCE DATE TO CONTRACTOR IS WITHIN SEVEN (7) CALENDAR DAYS FROM ADEQ'S RECEIPT OF INVOICE.

DISCOUNT WILL BE 2% IF ADEQ PAYMENT ISSUANCE DATE TO CONTRACTOR IS WITHIN TEN (10) CALENDAR DAYS FROM ADEQ'S RECEIPT OF INVOICE.

DISCOUNT WILL BE 2% IF ADEQ PAYMENT ISSUANCE DATE TO CONTRACTOR IS WITHIN (20) CALENDAR DAYS FROM ADEQ'S RECEIPT OF INVOICE.

## Best and Final Offer

Signature:

Name: Greg Laney

Title: CEO

Date: 2/15/22



Weekdays between 1700 and 0800 if employee is over 40 hours (1.5 multiplier)

Weekends when employee is over 40 hours (1.5 multiplier)

Holiday Hours (Offeror shall confirm days that are considered Holidays which personnel receive holiday pay) (2.0 multiplier)

Holidays are defined as New Years Day, 4th of July, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

New Year's Day

Memorial Day

4th of July

Labor Day

Thanksgiving Day

Christmas Day

**Best and Final Offer**

## Attachment M - Price Sheet

Request for Proposal No. BPM003931

Statewide Emergency Response and Non-Emergency Environmental Services

Pricing Sheet (Emergency Equipment)

Offeror Name: **ENVIRONMENTAL RESPONSE, INC. (ERI)**

**Offeror may add other equipment to the categories**

Mark Equipment Line with (X) if Owned

| <b>HEAVY DUTY TRUCKS</b>                   |                                                | <b>HR</b> | <b>DAY</b>  | <b>WEEK</b>  |
|--------------------------------------------|------------------------------------------------|-----------|-------------|--------------|
| X                                          | Box Truck                                      | \$ 90.00  | \$ 900.00   | \$ 4,500.00  |
| X                                          | Dump Truck, 10 Wheel                           | \$ 95.00  | \$ 950.00   | \$ 4,750.00  |
|                                            | High Powered Vacuum Truck/Cusco                | N/A       | N/A         | N/A          |
| X                                          | Rolloff Straightjob                            | \$ 45.00  | \$ 450.00   | \$ 2,250.00  |
| X                                          | Rolloff Two Can Trailer                        | \$ 45.00  | \$ 450.00   | \$ 2,250.00  |
| X                                          | Skid Mounted Vacuum System                     | \$ 60.00  | \$ 600.00   | \$ 3,000.00  |
| X                                          | Tractor Only, No Trailer                       | \$ 55.00  | \$ 550.00   | \$ 2,750.00  |
| X                                          | Tractor w/Box Van                              | \$ 90.00  | \$ 900.00   | \$ 4,500.00  |
| X                                          | Tractor w/Dump Trailer                         | \$ 100.00 | \$ 1,000.00 | \$ 5,000.00  |
| X                                          | Tractor w/Flatbed/Lowbed Trailer               | \$ 100.00 | \$ 1,000.00 | \$ 5,000.00  |
| X                                          | Tractor w/Liquid Transporter                   | \$ 120.00 | \$ 1,200.00 | \$ 6,000.00  |
| X                                          | Tractor w/Rolloff Trailer                      | \$ 100.00 | \$ 1,000.00 | \$ 5,000.00  |
| X                                          | Tractor w/Vacuum Trailer                       | \$ 185.00 | \$ 1,850.00 | \$ 9,250.00  |
| X                                          | Vactor with Jet Rodder                         | \$ 357.00 | \$ 3,570.00 | \$ 17,850.00 |
| X                                          | Vacuum Truck, Straight                         | \$ 170.00 | \$ 1,700.00 | \$ 8,500.00  |
| X                                          | Wet/Dry High Powered Vacuum Truck/Guzzler      | \$ 225.00 | \$ 2,250.00 | \$ 11,250.00 |
| <b>HYDRO EXCAVATION SERVICES</b>           |                                                | <b>HR</b> | <b>DAY</b>  | <b>WEEK</b>  |
| X                                          | Hydrovac - Single Drive with Operator & Helper | \$ 250.00 | \$ 2,500.00 | \$ 12,500.00 |
| X                                          | Hydrovac - Tandem Drive with Operator & Helper | \$ 357.00 | \$ 357.00   | \$ 17,850.00 |
| X                                          | Hydrovac - Tri-Drive with Operator & Helper    | \$ 357.00 | \$ 357.00   | \$ 17,850.00 |
| X                                          | Working Boiler / Heating Charge                | \$ 200.00 | \$ 2,000.00 | \$ 10,000.00 |
| <b>LIGHT DUTY TRUCK/RESPONSE EQUIPMENT</b> |                                                | <b>HR</b> | <b>DAY</b>  | <b>WEEK</b>  |
| X                                          | Emergency Response Van                         | \$ 25.00  | \$ 250.00   | \$ 1,250.00  |
| X                                          | Pickup with Dump Body                          | \$ 25.00  | \$ 250.00   | \$ 1,250.00  |

## Best and Final Offer

|                                   |                                                                |    |           |    |            |    |             |
|-----------------------------------|----------------------------------------------------------------|----|-----------|----|------------|----|-------------|
| X                                 | Pickup/Van/Car/Crew Cab                                        | \$ | 25.00     | \$ | 250.00     | \$ | 1,250.00    |
| X                                 | Small Box Truck / Cube Van                                     | \$ | 25.00     | \$ | 250.00     | \$ | 1,250.00    |
| X                                 | Spill Trailer                                                  | \$ | 20.00     | \$ | 200.00     | \$ | 1,200.00    |
| X                                 | Stake Body/Utility Truck                                       | \$ | 25.00     | \$ | 250.00     | \$ | 1,250.00    |
| X                                 | Utility / Support Trailer                                      | \$ | 20.00     | \$ | 200.00     | \$ | 1,000.00    |
| <b>PRESSURE WASHING EQUIPMENT</b> |                                                                |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                                 | 1000psi Pressure Washer                                        | \$ | 12.00     | \$ | 120.00     | \$ | 600.00      |
| X                                 | 2-D Rotating Nozzle - 10K                                      | \$ | 12.00     | \$ | 120.00     | \$ | 600.00      |
| X                                 | 2000psi Pressure Washer                                        | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                                 | 2500psi Hot Water Pressure Washer                              | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                                 | 2500psi Pressure Washer                                        | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                                 | 3000psi Hot Water Pressure Washer                              | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
|                                   | High Pressure Blaster - 10K PSI 51-65 GPM - HP Pump (350 -405) |    | N/A       |    | N/A        |    | N/A         |
|                                   | High Pressure Blaster - 20K PSI 25-28 GPM - HP Pump (300 -320) |    | N/A       |    | N/A        |    | N/A         |
|                                   | High Pressure Blaster - 40,000 PSI 6 GPM - UHP Pump (200HP)    |    | N/A       |    | N/A        |    | N/A         |
|                                   | High Pressure Blaster - 40K PSI 12-14 GPM - HP Pump (300 -320) |    | N/A       |    | N/A        |    | N/A         |
|                                   | Nozzle - 3D - 10K, 20-80 GPM                                   |    | N/A       |    | N/A        |    | N/A         |
| <b>PUMPING/TRANSFERRING PUMPS</b> |                                                                |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                                 | Drum Head Vacuum System, Electric                              | \$ | 15.00     | \$ | 90.00      | \$ | 450.00      |
| X                                 | Drum Loader                                                    | \$ | 5.00      | \$ | 50.00      | \$ | 200.00      |
| X                                 | Pump - Centrifugal, 2 in                                       | \$ | 8.00      | \$ | 80.00      | \$ | 320.00      |
|                                   | Pump - Diesel Lister, 3 in                                     |    | N/A       |    | N/A        |    | N/A         |
| X                                 | Pump - Double Diaphragm, 1 in                                  | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                                 | Pump - Double Diaphragm, 2 in                                  | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                                 | Pump - Double Diaphragm, 2 in, Chemical                        | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                                 | Pump - Double Diaphragm, 3 in                                  | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                                 | Pump - Double Diaphragm, 3 in, Chemical                        | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                                 | Pump - Double Diaphragm, 4 in                                  | \$ | 20.00     | \$ | 200.00     | \$ | 800.00      |
| X                                 | Pump - Electric Drum                                           | \$ | 8.00      | \$ | 80.00      | \$ | 320.00      |
| X                                 | Pump - Electric Submersible, 2 in                              | \$ | 8.00      | \$ | 80.00      | \$ | 320.00      |
| X                                 | Pump - Electric Submersible, 3 in                              | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                                 | Pump - Electric Submersible, 4 in                              | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
| X                                 | Pump - Hand                                                    | \$ | 3.00      | \$ | 30.00      | \$ | 150.00      |

## Best and Final Offer

|                                  |                                                       |           |            |             |
|----------------------------------|-------------------------------------------------------|-----------|------------|-------------|
| X                                | Pump - Hydraulic Transfer, 4 in                       | N/A       | N/A        | N/A         |
|                                  | Pump - Hydraulic Transfer, 6 in                       | N/A       | N/A        | N/A         |
|                                  | Pump - Trash, 4 in                                    | \$ 15.00  | \$ 150.00  | \$ 600.00   |
| <b>MARINE RESPONSE EQUIPMENT</b> |                                                       | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
|                                  | Airboat, Single Engine                                | N/A       | N/A        | N/A         |
|                                  | Airboat, Twin Engine                                  | N/A       | N/A        | N/A         |
|                                  | Boat/Workskiff without Motor                          | N/A       | N/A        | N/A         |
|                                  | Brush Skimmer                                         | N/A       | N/A        | N/A         |
|                                  | Containment Boom - 10" Per Foot Per Day               | N/A       | N/A        | N/A         |
|                                  | Containment Boom - 18" Per Foot Per Day               | N/A       | N/A        | N/A         |
|                                  | Containment Boom - 24" Per Foot Per Day               | N/A       | N/A        | N/A         |
|                                  | Containment Boom - 36" Per Foot Per Day               | N/A       | N/A        | N/A         |
|                                  | Drum Skimmer (24in-36in)                              | N/A       | N/A        | N/A         |
|                                  | Drum Skimmer, Double Barrel 24"                       | N/A       | N/A        | N/A         |
|                                  | Hydraulic Power Pack for Skimmer                      | N/A       | N/A        | N/A         |
|                                  | Landing Craft (LCM), 26ft-29ft                        | N/A       | N/A        | N/A         |
|                                  | Landing Craft (LCM), 30ft-34ft                        | N/A       | N/A        | N/A         |
|                                  | Landing Craft (LCM), 35ft-45ft                        | N/A       | N/A        | N/A         |
|                                  | PFD Life Vest                                         | N/A       | N/A        | N/A         |
|                                  | PFD Survival Suit / Cold Weather Survival Work Suits  | N/A       | N/A        | N/A         |
|                                  | Power Barge Boat, 26ft-30ft                           | N/A       | N/A        | N/A         |
|                                  | Power Barge Boat, 30ft-42ft                           | N/A       | N/A        | N/A         |
|                                  | Power Workboat, Fast Response, 12-14ft                | N/A       | N/A        | N/A         |
|                                  | Power Workboat, Fast Response, 15-17ft                | N/A       | N/A        | N/A         |
|                                  | Power Workboat, Fast Response, 18-22ft                | N/A       | N/A        | N/A         |
|                                  | Power Workboat, Fast Response, 23-26ft                | N/A       | N/A        | N/A         |
|                                  | Power Workboat, Fast Response, 27-36ft                | N/A       | N/A        | N/A         |
|                                  | Rigid Hull Inflatable (RIB) (18ft-22ft)               | N/A       | N/A        | N/A         |
|                                  | Rope Mop - 4" (Per Foot)                              | N/A       | N/A        | N/A         |
|                                  | Rope Mop - 9" (Per Foot)                              | N/A       | N/A        | N/A         |
|                                  | Rotating Disc Skimmer Unit                            | N/A       | N/A        | N/A         |
|                                  | Skim Pack Skimmer                                     | N/A       | N/A        | N/A         |
|                                  | Skimmer - C24H Hydraulically Powered Rope Mop Wringer | N/A       | N/A        | N/A         |

## Best and Final Offer

|                         |                                                             |           |            |             |
|-------------------------|-------------------------------------------------------------|-----------|------------|-------------|
|                         | Skimmer - C29H Hydraulically Powered Rope Mop Wringer       | N/A       | N/A        | N/A         |
|                         | Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer | N/A       | N/A        | N/A         |
|                         | Skimmer, Duck Bill                                          | N/A       | N/A        | N/A         |
|                         | Skimming Vessel (Marco/JBF or Equivalent) 28-30ft           | N/A       | N/A        | N/A         |
|                         | Skimming Vessel Belt Drive Replacement                      | N/A       | N/A        | N/A         |
|                         | Weir Skimmer Unit                                           | N/A       | N/A        | N/A         |
| <b>FIELD ANALYTICAL</b> |                                                             | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
| X                       | 4 Gas/5 Gas Meter                                           | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X                       | Bailer & Sampling Equipment                                 | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X                       | Draeger Air Monitoring Pump                                 | \$ 10.00  | \$ 60.00   | \$ 240.00   |
| X                       | Explosion/Oxygen Meter                                      | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X                       | Geiger Counter Meter                                        | \$ 15.00  | \$ 90.00   | \$ 360.00   |
| X                       | Hydrogen Cyanide Meter                                      | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X                       | Interface Probe                                             | \$ 15.00  | \$ 90.00   | \$ 360.00   |
| X                       | Lumex RA915+ Mercury Vapor Analyzer                         | \$ 40.00  | \$ 320.00  | \$ 1,600.00 |
| X                       | Mercury Vapor Analyzer                                      | \$ 30.00  | \$ 300.00  | \$ 1,500.00 |
| X                       | Particulate Meter, Mini Ram or equivalent                   | \$ 30.00  | \$ 300.00  | \$ 1,500.00 |
| X                       | Personal Air Pump Meter                                     | \$ 5.00   | \$ 30.00   | \$ 120.00   |
| X                       | pH Meter                                                    | \$ 5.00   | \$ 30.00   | \$ 120.00   |
| X                       | PID Meter                                                   | \$ 20.00  | \$ 120.00  | \$ 480.00   |
| X                       | Well Purging/Sampling Pump                                  | \$ 40.00  | \$ 320.00  | \$ 1,600.00 |
| <b>HOSES/PIPE</b>       |                                                             | <b>HR</b> | <b>DAY</b> | <b>WEEK</b> |
| X                       | Hose - Chemical, 2 in X 20 ft                               | \$ 20.00  | \$ 60.00   | \$ 300.00   |
| X                       | Hose - Chemical, 3 in X 20 ft                               | \$ 25.00  | \$ 60.00   | \$ 300.00   |
| X                       | Hose - Chemical, 4 in X 20 ft                               | \$ 30.00  | \$ 80.00   | \$ 400.00   |
| X                       | Hose - Flex ADS, 6 in, per ft                               | \$ 5.30   |            |             |
| X                       | Hose - Flex, 4 in, per ft                                   | \$ 4.80   |            |             |
| X                       | Hose - Lay Flat, 2 in X 25ft                                | N/A       | \$ 5.00    | \$ 20.00    |
| X                       | Hose - Lay Flat, 4 in X 25 ft                               | N/A       | \$ 14.00   | \$ 68.00    |
| X                       | Hose - Lay Flat, 6 in X 25 ft                               | N/A       | \$ 25.00   | \$ 129.00   |
| X                       | Hose - Suction, 2 in X 25 ft                                | N/A       | \$ 20.00   | \$ 100.00   |
| X                       | Hose - Suction, 3 in X 25 ft                                | N/A       | \$ 30.00   | \$ 160.00   |
| X                       | Hose - Suction, 4 in X 25 ft                                | N/A       | \$ 34.00   | \$ 170.00   |

## Best and Final Offer

|                               |                                       |           |        |            |          |              |
|-------------------------------|---------------------------------------|-----------|--------|------------|----------|--------------|
| X                             | Hose - Suction, 6 in X 25 ft          | N/A       | \$     | 38.00      | \$       | 190.00       |
| X                             | Wash Hose, 1/2in x 50ft               | N/A       | \$     | 5.00       | \$       | 20.00        |
| <b>EARTH MOVING EQUIPMENT</b> |                                       | <b>HR</b> |        | <b>DAY</b> |          | <b>WEEK</b>  |
| X                             | Backhoe Loader, 1 Yard Bucket         | \$        | 40.00  | \$         | 400.00   | \$ 2,000.00  |
| X                             | Bobcat Loader/Mini Excavator          | \$        | 40.00  | \$         | 400.00   | \$ 2,000.00  |
| X                             | Excavator, 20-30 Ton                  | \$        | 80.00  | \$         | 800.00   | \$ 4,000.00  |
| X                             | Fork Attachment for Bobcat Loader     | \$        | 15.00  | \$         | 120.00   | \$ 600.00    |
| X                             | Loader, 2-3 Yard Bucket               | \$        | 70.00  | \$         | 700.00   | \$ 3,500.00  |
| X                             | Mini Excavator                        | \$        | 40.00  | \$         | 400.00   | \$ 2,000.00  |
| X                             | Sweeper Attachment for Bobcat Loader  | \$        | 25.00  | \$         | 250.00   | \$ 1,250.00  |
| <b>PNEUMATIC POWER TOOLS</b>  |                                       | <b>HR</b> |        | <b>DAY</b> |          | <b>WEEK</b>  |
| X                             | 3/4in Drill, Rotary Hammer            | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| X                             | Airspade Pneumatic Shovel             | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| X                             | Jackhammer, 40Lb                      | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| X                             | Jackhammer, 60Lb                      | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| X                             | Jackhammer, 90Lb                      | \$        | 8.00   | \$         | 64.00    | \$ 320.00    |
| X                             | Pneumatic Chipping Gun                | \$        | 3.00   | \$         | 18.00    | \$ 72.00     |
| X                             | Steel Nibbler, Pneumatic              | \$        | 2.00   | \$         | 12.00    | \$ 48.00     |
| <b>GAS POWERED TOOLS</b>      |                                       | <b>HR</b> |        | <b>DAY</b> |          | <b>WEEK</b>  |
| X                             | Brush Cutter/Power Broom              | \$        | 25.00  | \$         | 250.00   | \$ 1,000.00  |
| X                             | Chain Saw                             | \$        | 8.00   | \$         | 64.00    | \$ 320.00    |
| X                             | Cutoff Saw (Demo)                     | \$        | 5.00   | \$         | 50.00    | \$ 250.00    |
| <b>ELECTRIC POWER TOOLS</b>   |                                       | <b>HR</b> |        | <b>DAY</b> |          | <b>WEEK</b>  |
| X                             | 1/2in Drill, Electric                 | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| X                             | Circular Saw, Electric                | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| X                             | Mercury Vacuum                        | \$        | 25.00  | \$         | 250.00   | \$ 1,000.00  |
| X                             | Reciprocating Saw (Sawzall), Electric | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| X                             | Wet Vacuum (Shop Vac)                 | \$        | 5.00   | \$         | 30.00    | \$ 120.00    |
| <b>SITE SUPPORT</b>           |                                       | <b>HR</b> |        | <b>DAY</b> |          | <b>WEEK</b>  |
| X                             | 100 HP boiler unit                    | \$        | 200.00 | \$         | 2,000.00 | \$ 10,000.00 |
| X                             | 15 Gal HEPA Vacuum                    | \$        | 8.00   | \$         | 80.00    | \$ 320.00    |
| X                             | 150,000 BTU Portable Heater           | \$        | 8.00   | \$         | 80.00    | \$ 320.00    |
| X                             | 2 CU YD self dumping hopper           | \$        | 5.00   | \$         | 50.00    | \$ 200.00    |

## Best and Final Offer

|   |                                             |          |           |             |
|---|---------------------------------------------|----------|-----------|-------------|
| X | 2,000 - 2,900 Gal Poly Storage Tank         | N/A      | \$ 80.00  | \$ 320.00   |
| X | 3,000 - 3,900 Gal Steel Storage Tank        | N/A      | \$ 80.00  | \$ 320.00   |
| X | 300 - 500 Gal Poly Storage Tank             | N/A      | \$ 50.00  | \$ 200.00   |
| X | 4,000 - 6,000 Gal Poly Storage Tank         | N/A      | \$ 120.00 | \$ 480.00   |
|   | Adverse Climatic Conditions Relief          | N/A      | N/A       | N/A         |
| X | Air Compressor 175-185 CFM                  | \$ 20.00 | \$ 80.00  | \$ 320.00   |
| X | Air Compressor 8-10 CFM                     | \$ 10.00 | \$ 30.00  | \$ 120.00   |
| X | ATV, 4X4 or 4X6                             | \$ 10.00 | \$ 100.00 | \$ 400.00   |
| X | Carbon Filter System                        | \$ 15.00 | \$ 150.00 | \$ 600.00   |
| X | Decon Pool, 10ft x 10ft                     | \$ 3.00  | \$ 30.00  | \$ 120.00   |
| X | Decon Pool, 20ft x 100ft                    | \$ 15.00 | \$ 150.00 | \$ 600.00   |
| X | Decon Pool, 25ft x 50ft                     | \$ 10.00 | \$ 100.00 | \$ 400.00   |
| X | Decontamination Trailer                     | \$ 25.00 | \$ 250.00 | \$ 1,000.00 |
| X | Dewatering Box                              | \$ 2.00  | \$ 20.00  | \$ 140.00   |
| X | Drum Vacuum, Pneumatic                      | \$ 4.00  | \$ 40.00  | \$ 160.00   |
| X | Dump Trailer (Trailer Only, Staged on Site) | \$ 10.00 | \$ 100.00 | \$ 400.00   |
| X | Eyewash Station                             | \$ 2.00  | \$ 20.00  | \$ 60.00    |
| X | Frac Tank 20,000 Gal                        | \$ 50.00 | \$ 500.00 | \$ 3,500.00 |
| X | Frac Tank, Double Walled                    | \$ 60.00 | \$ 600.00 | \$ 4,200.00 |
| X | Generator - 12K Watt                        | \$ 12.00 | \$ 120.00 | \$ 480.00   |
| X | Generator - 4,000 Watt                      | \$ 5.00  | \$ 50.00  | \$ 200.00   |
| X | Generator - 5,000 Watt                      | \$ 7.00  | \$ 70.00  | \$ 280.00   |
| X | Generator - 8,000 Watt                      | \$ 8.00  | \$ 80.00  | \$ 320.00   |
| X | Halogen Spotlight                           | \$ 2.00  | \$ 20.00  | \$ 80.00    |
|   | Incident Command Unit                       | N/A      | N/A       | N/A         |
|   | Intermodal Container                        | N/A      | N/A       | N/A         |
| X | Intrinsically Safe Drop Light               | \$ 5.00  | \$ 50.00  | \$ 200.00   |
| X | Light Stand                                 | \$ 2.00  | \$ 20.00  | \$ 80.00    |
| X | Light Tower w/Generator                     | \$ 20.00 | \$ 200.00 | \$ 800.00   |
| X | Manlift                                     | \$ 20.00 | \$ 200.00 | \$ 800.00   |
| X | Office Trailer                              | N/A      | \$ 40.00  | \$ 200.00   |
| X | On-site Van Trailer (Tractor not included)  | \$ 3.00  | \$ 30.00  | \$ 150.00   |
| X | Personnel Staging Tent, 10x10 ft, Purchased | \$ 15.00 | \$ 120.00 | \$ 480.00   |

## Best and Final Offer

|                            |                                                         |    |           |    |            |    |             |
|----------------------------|---------------------------------------------------------|----|-----------|----|------------|----|-------------|
| X                          | Personnel Staging Tent, 20' x 30'                       | \$ | 15.00     | \$ | 120.00     | \$ | 600.00      |
| X                          | Pump - Trash, 2 in                                      | \$ | 10.00     | \$ | 60.00      | \$ | 160.00      |
| X                          | Pump - Trash, 3 in                                      | \$ | 15.00     | \$ | 80.00      | \$ | 200.00      |
| X                          | Rolloff Container with Metal lid                        |    | N/A       | \$ | 8.00       | \$ | 56.00       |
| X                          | Rolloff Container with Tarp & Bows                      |    | N/A       | \$ | 8.00       | \$ | 56.00       |
| X                          | Sea Container / Conex / Tool Crib, 20 ft.               |    | N/A       | \$ | 10.00      | \$ | 70.00       |
| X                          | Secondary Containment Unit                              |    | N/A       | \$ | 25.00      | \$ | 175.00      |
|                            | Skid Mounted Liquid Phase Carbon System (10GPM)         |    | N/A       |    | N/A        |    | N/A         |
| X                          | Tank Trailer/Transporter, No Tractor (For Storage Only) |    | N/A       | \$ | 25.00      | \$ | 175.00      |
| X                          | Traffic Cone/Barricade Unit                             | \$ | 4.00      | \$ | 100.00     | \$ | 500.00      |
| X                          | Utility/Cross Terrain Vehicle (Mule/Gator)              | \$ | 10.00     | \$ | 100.00     | \$ | 400.00      |
| X                          | Vacuum Box, Watertight                                  | \$ | 10.00     | \$ | 100.00     | \$ | 700.00      |
| <b>SPECIALTY EQUIPMENT</b> |                                                         |    | <b>HR</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                          | Antiviral Disinfectant Fogger                           | \$ | 20.00     | \$ | 120.00     | \$ | 480.00      |
| X                          | Auger, Manual                                           | \$ | 10.00     | \$ | 60.00      | \$ | 240.00      |
| X                          | Compactor                                               | \$ | 45.00     | \$ | 270.00     | \$ | 1,080.00    |
| X                          | Confined Space Entry Gear (Retrieval & Rescue Equip)    | \$ | 30.00     | \$ | 240.00     | \$ | 960.00      |
| X                          | Cutting Torch/Acetylene Torch                           | \$ | 15.00     | \$ | 90.00      | \$ | 360.00      |
| X                          | DBI/Rogliss Tripod                                      | \$ | 35.00     | \$ | 210.00     | \$ | 840.00      |
| X                          | Digital Camera                                          | \$ | 30.00     | \$ | 150.00     | \$ | 600.00      |
| X                          | Drum Crusher, Portable                                  | \$ | 35.00     | \$ | 350.00     | \$ | 1,400.00    |
| X                          | Drum Tilter, Mechanical                                 | \$ | 30.00     | \$ | 300.00     | \$ | 1,200.00    |
| X                          | Electric Auger                                          | \$ | 25.00     | \$ | 150.00     | \$ | 600.00      |
| X                          | Electric Blower                                         | \$ | 5.00      | \$ | 50.00      | \$ | 200.00      |
| X                          | Explosion Proof Pneumatic Fan Blower                    | \$ | 10.00     | \$ | 80.00      | \$ | 320.00      |
| X                          | Fiber Optic Camera                                      | \$ | 30.00     | \$ | 300.00     | \$ | 1,500.00    |
| X                          | Fiber Optic Camera Truck                                | \$ | 230.00    | \$ | 2,300.00   | \$ | 11,500.00   |
| X                          | Forklift, 2,000Lb Capacity                              | \$ | 45.00     | \$ | 450.00     | \$ | 1,800.00    |
| X                          | Forklift, 6,000Lb Capacity (High Reach / Lull)          | \$ | 45.00     | \$ | 450.00     | \$ | 1,800.00    |
| X                          | Plasma Cutting Torch                                    | \$ | 15.00     | \$ | 150.00     | \$ | 600.00      |
|                            | Remote Drum Opener, Pnuematic                           |    | N/A       |    | N/A        |    | N/A         |
| X                          | Sand Blaster and Hose                                   | \$ | 35.00     | \$ | 350.00     | \$ | 1,750.00    |
| X                          | Transit Set                                             | \$ | 2.00      | \$ | 20.00      | \$ | 80.00       |

## Best and Final Offer

|                                                                  |                                                 |    |             |    |            |    |             |
|------------------------------------------------------------------|-------------------------------------------------|----|-------------|----|------------|----|-------------|
| X                                                                | Walk Behind Concrete Saw                        | \$ | 25.00       | \$ | 150.00     | \$ | 600.00      |
| <b>RESPIRATORY PROTECTION</b>                                    |                                                 |    | <b>HR</b>   |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                                                                | 2 Man Breathing System                          | \$ | 40.00       | \$ | 400.00     | \$ | 1,600.00    |
| X                                                                | 4 Man Breathing System                          | \$ | 80.00       | \$ | 800.00     | \$ | 3,200.00    |
| X                                                                | Acid Cartridges                                 | \$ | 19.25       |    |            |    |             |
| X                                                                | Asbestos Cartridges                             | \$ | 6.75        |    |            |    |             |
| X                                                                | Breathing Air Hose, 100ft                       | \$ | 10.00       | \$ | 100.00     | \$ | 400.00      |
| X                                                                | Mercury Cartridges                              | \$ | 35.75       |    |            |    |             |
| X                                                                | MSA Chemical Cartridge                          | \$ | 20.00       |    |            |    |             |
| X                                                                | Negative Air Machine (Blower w/ HEPA filter)    | \$ | 25.00       | \$ | 150.00     | \$ | 600.00      |
| X                                                                | Organic Vapor Cartridges (No Dust)              | \$ | 25.00       |    |            |    |             |
| X                                                                | Organic Vapor/Dust Combination Cartridges       | \$ | 19.25       |    |            |    |             |
| X                                                                | Respirator, Full Face                           | \$ | 120.00      |    |            |    |             |
| X                                                                | Powered Air Purifying Respeirators (PAPR)       | \$ | 380.00      |    |            |    |             |
| X                                                                | Self Contained Breathing Apparatus (SCBA)       | \$ | 20.00       | \$ | 200.00     | \$ | 1,000.00    |
| <b>PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)</b> |                                                 |    | <b>EACH</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                                                                | Level A w/ResponderPlus Suit/Changeout          | \$ | 1,640.00    |    |            |    |             |
| X                                                                | Level B w/CPF2 or Polytyvec/Changeout           | \$ | 71.00       |    |            |    |             |
| X                                                                | Level B w/CPF3 or Saranex Suit/Changeout        | \$ | 71.00       |    |            |    |             |
| X                                                                | Level B w/CPF4 or Barricade Suit/Changeout      | \$ | 71.00       |    |            |    |             |
| X                                                                | Level C w/CPF1,2 or Polytyvec/Changeout         | \$ | 20.00       |    |            |    |             |
| X                                                                | Level C w/CPF3 or Saranex Suit/Changeout        | \$ | 23.00       |    |            |    |             |
| X                                                                | Level C w/CPF4 or Barricade Suit/Changeout      | \$ | 24.00       |    |            |    |             |
| X                                                                | Modified Level D (Tyvec, Gloves and Boots)      | \$ | 6.00        |    |            |    |             |
| <b>CHEMICAL PROTECTIVE GARMENTS</b>                              |                                                 |    | <b>EACH</b> |    | <b>DAY</b> |    | <b>WEEK</b> |
| X                                                                | Chemrel Suit, Level C                           | \$ | 20.00       |    |            |    |             |
| X                                                                | Kappler CPF1 Suit (Blue)                        | \$ | 21.00       |    |            |    |             |
| X                                                                | Kappler CPF2 Suit (Grey)                        | \$ | 21.00       |    |            |    |             |
| X                                                                | Kappler CPF2 Suit w/Strapped Seams (Grey)       | \$ | 22.00       |    |            |    |             |
| X                                                                | Kappler CPF3 Suit w/Hood & Boots (Tan)          | \$ | 25.00       |    |            |    |             |
| X                                                                | Kappler CPF3 Suit w/Hood & Strapped Seams (Tan) | \$ | 25.00       |    |            |    |             |
| X                                                                | Kappler CPF4 Suit w/Hood & Boots (Green)        | \$ | 26.00       |    |            |    |             |
| X                                                                | Nomex Suit and Hood                             | \$ | 100.00      |    |            |    |             |

## Best and Final Offer

|                                 |                                             |             |            |             |  |
|---------------------------------|---------------------------------------------|-------------|------------|-------------|--|
| X                               | Polycoated Rain Gear, 22mil                 | \$          | 23.00      |             |  |
| X                               | Tyvec, Polycoat HD/BT                       | \$          | 12.00      |             |  |
| X                               | Tyvec, Saranex                              | \$          | 20.00      |             |  |
| X                               | Tyvec, White                                | \$          | 6.00       |             |  |
| <b>HAND PROTECTION</b>          |                                             | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                               | 14in Neoprene Gloves                        | \$          | 1.50       |             |  |
| X                               | 14in Nitrile Gloves                         | \$          | 1.50       |             |  |
| X                               | Cotton Winter Glove Liners                  | \$          | 0.15       |             |  |
| X                               | Cut Resistant Gloves                        | \$          | 9.90       |             |  |
| X                               | Gloves - 12 in PVC                          | \$          | 1.75       |             |  |
| X                               | Gloves - 18 in PVC                          | \$          | 1.90       |             |  |
| X                               | Gloves - Leather                            | \$          | 9.85       |             |  |
| X                               | Latex Gloxes                                | \$          | 0.45       |             |  |
| X                               | Puncture Resistant Gloves                   | \$          | 9.90       |             |  |
| X                               | Silver Shield Gloves                        | \$          | 87.00      |             |  |
| <b>FOOT PROTECTION</b>          |                                             | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                               | Disposable Boot Covers (Chicken Boots)      | \$          | 18.00      |             |  |
| X                               | Non Steel Toe Chest Waders - Purchased      | \$          | 75.00      |             |  |
| X                               | Steel Toe Hip Boots - Purchase              | \$          | 43.00      |             |  |
| X                               | Steel Toe Knee Boots                        | \$          | 48.00      |             |  |
| <b>HEAD / FACIAL PROTECTION</b> |                                             | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                               | 16oz Eyewash                                | \$          | 33.00      |             |  |
| X                               | Bottled Water / Stress Relief (Case)        | \$          | 5.00       |             |  |
| X                               | Earplugs                                    | \$          | 0.50       |             |  |
| X                               | Face/Splash Shield                          | \$          | 27.00      |             |  |
| X                               | First Aid Kit, 25 Person                    | \$          | 21.50      |             |  |
| <b>DOT SHIPPING CONTAINERS</b>  |                                             | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                               | 1 Cubic Yard Supersac 13H2/Y/06             | \$          | 24.00      |             |  |
| X                               | 10 Gal / 40 Litre Fiber Drum                | \$          | 38.00      |             |  |
| X                               | 110 Gal Steel Drum, Reconditioned 1A2/Y400S | \$          | 254.00     |             |  |
| X                               | 16 Gal / 70 L Closed Poly Drum              | \$          | 58.00      |             |  |
| X                               | 16 Gal / 70 L Open Poly Drum 1H2/Y56/S      | \$          | 60.00      |             |  |
| X                               | 16 Gal Fiber Drum                           | \$          | 52.00      |             |  |

## Best and Final Offer

|   |                                                              |    |          |
|---|--------------------------------------------------------------|----|----------|
| X | 18x18x24in Nonhazardous Pathological Waste Box               | \$ | 47.00    |
| X | 20 Gal / 80 Litre Fiber Drum                                 | \$ | 62.00    |
| X | 20 Gal / 80 Litre Poly Drum (1H2/Y56/S)                      | \$ | 62.00    |
| X | 275G / 1100 L Poly TOTE, DOT Rated                           | \$ | 267.00   |
| X | 275G / 1100 L Recondition Poly TOTE, DOT Rated               | \$ | 230.00   |
| X | 30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100             | \$ | 83.00    |
| X | 30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200       | \$ | 80.00    |
| X | 30 Gal / 120 Litre Closed Steel Drum, Reconed 1A1/Y1.4/100   | \$ | 112.00   |
| X | 30 Gal / 120 Litre Fiber Drum 1G/X56/S                       | \$ | 70.00    |
| X | 30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S                 | \$ | 70.00    |
| X | 30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100              | \$ | 110.00   |
| X | 30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100    | \$ | 112.00   |
| X | 4ft Fluorescent Tube Box 4G/Y275                             | \$ | 86.00    |
| X | 5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170               | \$ | 11.00    |
| X | 5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300              | \$ | 25.00    |
| X | 5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60                       | \$ | 14.00    |
| X | 5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100                     | \$ | 27.00    |
| X | 5.5 Gal / 20 L Steel Drum 1A2/Y23/S                          | \$ | 21.00    |
| X | 55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)    | \$ | 82.00    |
| X | 55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)   | \$ | 73.00    |
| X | 55 Gal / 205 L Stainless Steel Drum, Reconditioned           | \$ | 1,135.00 |
| X | 55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150             | \$ | 72.00    |
| X | 55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled   | \$ | 52.00    |
| X | 55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300       | \$ | 83.00    |
| X | 55 Gal / 205 Litre Fiber Drum 1G/Y190/S                      | \$ | 85.00    |
| X | 55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2 | \$ | 121.00   |
| X | 55 Gal / 205 Litre Poly Drum 1H2/Y237/S                      | \$ | 113.00   |
| X | 55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100              | \$ | 158.00   |
| X | 85 G / 320 L Steel Drum, Reconed 1A2/X400/S (Overpack)       | \$ | 254.00   |
| X | 85 Gal / 320 Litre Steel Drum, New 1A2/X400/S                | \$ | 190.00   |
| X | 85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S           | \$ | 254.00   |
| X | 8ft Fluorescent Tube Box 4G/Y275                             | \$ | 58.00    |
| X | 95 Gal Poly Drum 1H2/Y318/S (Overpack)                       | \$ | 356.00   |

## Best and Final Offer

|                            |                                                  |             |            |             |  |
|----------------------------|--------------------------------------------------|-------------|------------|-------------|--|
| X                          | 95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack) | \$          | 304.00     |             |  |
| X                          | Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)       | \$          | 50.00      |             |  |
| X                          | Drum Liners                                      | \$          | 2.75       |             |  |
| X                          | Drum Rings/Bolts/Gaskets                         | \$          | 15.00      |             |  |
| X                          | Dump Trailer Poly Liner                          | \$          | 35.00      |             |  |
| X                          | Filter/Liner for Filter Box                      | \$          | 125.00     |             |  |
| X                          | Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122    | \$          | 660.00     |             |  |
| X                          | Flexbin, Cubic Yard Box for Non-Haz Waste        | \$          | 104.00     |             |  |
| X                          | Flexbin/Cubic Yard Box Liner                     | \$          | 16.00      |             |  |
| X                          | Fluorescent Bulb Tubes, 4ft 100 bulb capacity    | \$          | 86.00      |             |  |
| X                          | Fluorescent Bulb Tubes, 8ft 100 bulb capacity    | \$          | 58.00      |             |  |
| X                          | Hazardous Waste Labels / Markings                | \$          | 0.50       |             |  |
| X                          | Labels - DOT Diamonds                            | \$          | 14.00      |             |  |
| X                          | Pathological Waste Bag                           | \$          | 0.75       |             |  |
| X                          | Poly Bags, 6mil, per Roll                        | \$          | 35.00      |             |  |
| X                          | Poly Sheet, 6mil 20ft x 100ft                    | \$          | 98.00      |             |  |
| X                          | Rolloff Poly Liner                               | \$          | 35.00      |             |  |
| X                          | Vacbox Liner/Bladder                             | \$          | 42.00      |             |  |
| X                          | Waste Wrangler                                   | \$          | 28.00      |             |  |
| <b>ABSORBENT MATERIALS</b> |                                                  | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                          | Absorbent Boom, 3in x 4ft                        | \$          | 10.50      |             |  |
| X                          | Absorbent Boom, 5in x 10ft x 4/Bale              | \$          | 13.50      |             |  |
| X                          | Absorbent Boom, 8in x 10ft x 4/Bale              | \$          | 40.00      |             |  |
| X                          | Absorbent Pad (101 Grade) 100/bale               | \$          | 0.75       |             |  |
| X                          | Absorbent Roll, 38in x 144ft                     | \$          | 26.00      |             |  |
| X                          | Absorbent Rug, 36in x 300ft                      | \$          | 617.00     |             |  |
| X                          | Absorbent Sweep, 17in x 100ft                    | \$          | 181.00     |             |  |
| X                          | Activated Carbon for Water treatment systems     | \$          | 143.00     |             |  |
| X                          | Corn Cob Absorbent 40lb / 18 kg bag              | \$          | 12.50      |             |  |
| X                          | HGX Absorbent (Mercury absorbent)                | \$          | 71.00      |             |  |
| X                          | Oil Snare, on a Line, 50ft                       | \$          | 207.00     |             |  |
| X                          | Poly Absorbent, 20 lb / 23 kg                    | \$          | 13.00      |             |  |
| X                          | Rags, 50 lb / 23 kg                              | \$          | 55.00      |             |  |

## Best and Final Offer

|                                             |                                           |             |            |             |  |
|---------------------------------------------|-------------------------------------------|-------------|------------|-------------|--|
| X                                           | Speedi Dry                                | \$          | 13.00      |             |  |
| X                                           | SPI Solidification Particulate (Oil Bond) | \$          | 28.00      |             |  |
| X                                           | SPI Waterbond                             | \$          | 28.00      |             |  |
| X                                           | Vermiculite 4 cuft                        | \$          | 13.00      |             |  |
| <b>DEGREASERS &amp; NEUTRALIZING AGENTS</b> |                                           | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                                           | 142 Solvent                               | \$          | 83.00      |             |  |
| X                                           | Antifreeze, Concentrate                   | \$          | 9.00       |             |  |
| X                                           | Antiviral Disinfectant Solution           | \$          | 30.00      |             |  |
| X                                           | Capsur                                    | \$          | 694.00     |             |  |
| X                                           | Cirtic Acid Solution, 15%                 | \$          | 44.50      |             |  |
| X                                           | Citrus Cleaner Degreaser (1-Gal)          | \$          | 25.40      |             |  |
| X                                           | Hydrated Lime, 50 lb / 23 kg              | \$          | 12.00      |             |  |
| X                                           | Hydrochloric Acid                         | \$          | 17.00      |             |  |
| X                                           | Penetone Degreaser (1-Gal)                | \$          | 58.00      |             |  |
| X                                           | Pink Stuff Degreaser                      | \$          | 14.00      |             |  |
| X                                           | Simple Green Degreaser                    | \$          | 16.50      |             |  |
| X                                           | Soda Ash, 100 lb / 45 kg                  | \$          | 36.50      |             |  |
| X                                           | Sodium bisulfate 50 lb / 23 kg            | \$          | 357.00     |             |  |
| X                                           | Sodium Hypochlorite, 15% (Bleach)         | \$          | 5.00       |             |  |
| <b>SAMPLING AND LAB SUPPLIES</b>            |                                           | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                                           | 8oz Sample Jars                           | \$          | 9.00       |             |  |
| X                                           | CHLOR'N'OIL Test Kit 0-50ppm PCB          | \$          | 23.00      |             |  |
| X                                           | CHLOR-D-TECT 4000 Test Kit (Halogens)     | \$          | 20.00      |             |  |
| X                                           | Draeger Tube                              | \$          | 20.00      |             |  |
| X                                           | pH Paper, 1-14/Roll                       | \$          | 22.00      |             |  |
| X                                           | Sample Tube                               | \$          | 20.00      |             |  |
| <b>MARINE EQUIPMENT</b>                     |                                           | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |  |
| X                                           | 1/2in Nylon Rope                          | \$          | 0.80       |             |  |
| X                                           | 1/2in Poly Rope                           | \$          | 0.90       |             |  |
| X                                           | 3/8in Poly Rope                           | \$          | 1.00       |             |  |
| X                                           | 3/8in Unguarded Galvanized Chain          | \$          | 3.50       |             |  |
| X                                           | Anchor, 18Lb                              | \$          | 20.00      |             |  |
| X                                           | PFD Deck Suit                             | \$          | 23.00      |             |  |

## Best and Final Offer

|                                           |                                  |    |             |            |             |
|-------------------------------------------|----------------------------------|----|-------------|------------|-------------|
| X                                         | PFD Safety Light                 | \$ | 37.00       |            |             |
| <b>HAND TOOL/CONSTRUCTION ACCESSORIES</b> |                                  |    | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |
| X                                         | 16in Street Broom                | \$ | 26.00       |            |             |
| X                                         | 24in Floor Broom                 | \$ | 34.00       |            |             |
| X                                         | 3 Gal Pump Spray Bottle          | \$ | 19.00       |            |             |
| X                                         | 3/8in Manilla Rope               | \$ | 0.50        |            |             |
| X                                         | 3/8in Manilla Rope Coil, 600ft   | \$ | 85.00       |            |             |
| X                                         | 3in Long Handle Scraper          | \$ | 68.00       |            |             |
| X                                         | 3in Scraper                      | \$ | 9.00        |            |             |
| X                                         | Caution Tape/Roll                | \$ | 10.00       |            |             |
| X                                         | Chemical Tape/Roll               | \$ | 10.00       |            |             |
| X                                         | Deck/Scrub Brush                 | \$ | 9.00        |            |             |
| X                                         | Disposable Hand Pump/Syphon Pump | \$ | 23.00       |            |             |
| X                                         | Duct Tape/Roll                   | \$ | 6.00        |            |             |
| X                                         | Extension Cord, 50ft             | \$ | 42.00       |            |             |
| X                                         | Fence Stakes                     | \$ | 9.00        |            |             |
| X                                         | Fence, SILT 100ft                | \$ | 95.00       |            |             |
| X                                         | Flat Shovel                      | \$ | 12.00       |            |             |
| X                                         | Garden Hoe                       | \$ | 12.00       |            |             |
| X                                         | Garden Rake                      | \$ | 16.00       |            |             |
| X                                         | Pitch Fork                       | \$ | 8.00        |            |             |
| X                                         | Plastic Shovel                   | \$ | 34.00       |            |             |
| X                                         | Sawzall Blade                    | \$ | 1.00        |            |             |
| X                                         | Shrink Wrap                      | \$ | 12.00       |            |             |
| X                                         | Snow Fence/Safety Fence, 100ft   | \$ | 60.00       |            |             |
| X                                         | Spaded Shovel                    | \$ | 12.00       |            |             |
| X                                         | Squeegee                         | \$ | 18.00       |            |             |
| <b>WASTE MATERIAL APPROVAL</b>            |                                  |    | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |
| X                                         | Profile Approval Fee (No Sample) | \$ | 50.00       |            |             |
| X                                         | Sample & Profile Approval Fee    | \$ | 250.00      |            |             |
| <b>MISCELLANEOUS</b>                      |                                  |    | <b>EACH</b> | <b>DAY</b> | <b>WEEK</b> |
| X                                         | Acetylene Bottle                 | \$ | 42.00       |            |             |
| X                                         | Breathing Air Bottle Refill      | \$ | 20.00       |            |             |

## Best and Final Offer

|   |                                   |    |       |
|---|-----------------------------------|----|-------|
| X | Collection Jar for Mercury Vacuum | \$ | 21.50 |
| X | Filter Bags - 25 Micron Nominal   | \$ | 14.00 |
| X | Filtration Bag for Mercury Vacuum | \$ | 45.00 |
| X | Hand Cleaner                      | \$ | 12.00 |
| X | Misc. Hand Tools                  | \$ | 25.00 |
| X | Rolloff Bow                       | \$ | 34.00 |
| X | Rolloff Tarp                      | \$ | 78.00 |



**Request for Proposal**  
Solicitation No. **BPM003931**  
Description:  
**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

## SECTION 2-C: Special Terms and Conditions

*The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.*

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.1 Acceptance</b>                                   | "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. |
| <b>1.2 Accepted Offer</b>                               | If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.<br>If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.<br>If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.                                                                                                                                |
| <b>1.3 Arizona Procurement Code;<br/>A.R.S.; A.A.C.</b> | "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the <u>Instructions to Offerors</u> .                                                                                                                                                                                                                                                                                                                                               |
| <b>1.4 Arizona TPT</b>                                  | "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:<br><a href="https://www.azdor.gov/business/transactionprivilegetax.aspx">https://www.azdor.gov/business/transactionprivilegetax.aspx</a> .                                                                                                                                                                           |
| <b>1.5 Attachment</b>                                   | "Attachment" means any item that:<br><ol style="list-style-type: none"><li>1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);</li><li>2. was attached to an Offer when submitted; and</li><li>3. was included in the Accepted Offer.</li></ol>                                                                                                                                   |
| <b>1.6 Pricing Document</b>                             | "Pricing Document" means <u>Section 2-B of Part 2 of the Solicitation Documents</u> , provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.                                                                                                                                                        |
| <b>1.7 Contract Amendment</b>                           | "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.                                                                                                                                                                                                                                                                                               |
| <b>1.8 Contract Terms and Conditions</b>                | "Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively.                                                                                                                                                                                                                                                                                                                  |
| <b>1.9 Contractor</b>                                   | "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.                                                                                                                                                                                                                                                                                                                                              |



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

**1.10 Contractor Indemnitor**

"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

**1.11 Co-Op Buyer**

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

**1.12 Eligible Agency**

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

**1.13 Indemnified Basic Claims**

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

**1.14 Instructions to Offerors**

"Instructions to Offerors" is Part 1 of the Solicitation Documents.

**1.15 Order**

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in The State's e-Procurement System;
2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

**1.16 The State's e-Procurement System**

"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

**1.17 State**

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 1.18 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.19 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.20 Work** "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

### 2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 2.2 Contract Order of Precedence

**COMPLEMENTARY DOCUMENTS.** All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

**CONFLICTS.** In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;
- (b) the final Solicitation Documents, in the order:
  - (1) Special Terms and Conditions;
  - (2) Exhibits to the Special Terms and Conditions;
  - (3) Uniform Terms and Conditions;
  - (4) Scope of Work;
  - (5) Exhibits to the Scope of Work;
  - (6) Pricing Document;
  - (7) Exhibits to the Pricing Document;
  - (8) Specifications; and
  - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

**ATTACHMENTS AND EXHIBITS.** For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

### 2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

### 2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

## 3.0 Contract Administration and Operation

### 3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for **twenty-four (24) months unless cancelled, terminated, or permissibly extended.**



## Request for Proposal

Solicitation No. **BPM003931**

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

### 3.3 Notices and Correspondence

#### 3.3.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

#### 3.3.2 TO STATE. Contractor shall:

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Owner" in the State's e-Procurement System Summary at the following mailing address:

Arizona Department of Environmental Quality  
Procurement Office  
1110 W. Washington Street  
Phoenix, AZ 85007

#### 3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

### 3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of an Amendment – are required to give it effect.

### 3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to



**Request for Proposal**  
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Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

**3.6 Books and Records**

- 3.6.1 RETAIN RECORDS.** By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.6.2 RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.6.3 AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

**3.7 Quality Assurance Project Plan (QAPP)**

Contractor shall submit the quality control measures they will have in place to ensure integrity of the data, by way of a Quality Assurance Project Plan (QAPP). The Contractor may submit their own QAPP, provided that it meets the requirements of EPA's QA/G-5 Guidance for Quality Assurance Project Plans (2002). Alternatively, the Contractor may use the Using Agency's QAPP template, provided to the Contractor for use upon contract award. Contractor must also have an individual quality system that complies fully with the American National Standards Institute ANSI/ASQC E4-1994, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs.

**3.8 Contractor Licenses**

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

**3.9 Inspection and Testing**

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

**3.10 Ownership of Intellectual Property**

- 3.10.1 RIGHTS IN WORK PRODUCT.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- ii. the right to release or disclose that work product to third parties for any State government purpose; and
- iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.10.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.10.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- (c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.10.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

### 3.11 Subcontracts

3.11.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in the Proposed Subcontractors Document of the Accepted Offer. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.11.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed in the Proposed Subcontractors Document at time of Contract execution or (b) is for any Materials or Services categories other



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

- 3.11.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

### 3.12 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

### 3.13 Orders

- 3.13.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.13.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.13.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.13.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.
- 3.13.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 3.14 Provisions for Statewide Contracts:

- Co-Op Usage
- Eligible Agencies
- Quarterly Reporting

3.13.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

#### Co-Op Usage

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:  
<https://spo.az.gov/cooperative>
2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:  
<https://spo.az.gov/suppliers/usage-reporting>
4. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

#### Eligible Agencies – Orders

Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either:

- (a) "Approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as issued; or,
- (b) "Rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 (Orders are Obligatory).

Unless and until Contractor has approved the Order in the State's e-Procurement System, it will have no effect under the Contract and will not obligate either State or Contractor. If



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically In The State's e-Procurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

### Quarterly Usage Reports

Contractor shall submit to State a *Quarterly Usage Report* documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted, even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/supplier/usage-reporting>

There are approximately 1,300 eligible agencies throughout the State.

### 3.15 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Price Sheet, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable price categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### **3.16 Other Contractors**

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

### **3.17 Work on State Premises**

**3.17.1 COMPLIANCE WITH RULES.** Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

### **3.18 Audit**

ADEQ reserves the right to, or have its authorized representative, audit the contractor including but not limited to technical system audits, field sampling event audits, and data quality audits, as defined by EPA's QA/G-7 guidance document. The Contractor is subject to audit by ADEQ to ensure Contractor's execution of its Quality Assurance Project Plan (QAPP) and compliance with the Standard Operating Procedures (SOPs). ADEQ audits may include on-site audits and review of the Contractor's compliance with applicable federal regulations governing collection, analysis, validation, and reporting of environmental data. The Contractor's subcontractors, as authorized under this Contract, are subject to these audits, and are required to resolve any and all audit findings on a schedule agreed to with ADEQ.

### **3.19 (SBE) Small Business Enterprise and (DBE) Disadvantaged Business Enterprise**

For Federally funded projects, firms must meet 49 CFR Part 26 eligibility standards. SBE/DBE certification status allows entities to:

1. Ensure non-discrimination in award and administration of contracts.
2. Create a level playing field on which SBEs/DBEs can compete fairly
3. Help remove barriers to the participation of SBEs/DBEs

Contractor(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and /or minority owned business enterprises. This could include subcontracts for a percentage of the work. Contractors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

### 3.20 Certification of Small Businesses and Disadvantaged Business Enterprises

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are follows: City of Phoenix, City of Tucson, Small Business Association (SBA), Arizona Department of Transportation (ADOT) and Environmental Protection Agency (EPA)

### 3.21 Davis Bacon Act

All Contractors and sub-contractors performing on Federally funded or assisted construction related contracts in excess of \$2,000 must pay their laborers employed under the contract no less than the local prevailing wage and fringe benefits for corresponding work on similar projects in the area.

## 4.0 Costs and Payments

### 4.1 Payments

4.1.1 **PAYMENT DEADLINE.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 **PAYMENTS ONLY TO CONTRACTOR.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

### 4.2 Applicable Taxes

4.2.1 **CONTRACTOR TO PAY ALL TAXES.** State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 **TAX INDEMNITY.** Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT,



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

unemployment compensation insurance, social security, and workers' compensation insurance.

### 5.0 Contract Changes

#### 5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

#### 5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.11 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

### 6.0 Risk and Liability

#### 6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

#### 6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

#### 6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

"Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 6.4 Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

#### 6.5 Minimum Scope and Limits of Insurance

##### 6.5.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

Contractor shall provide coverage with limits of liability not less than those stated below

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damaged to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 6.5.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 6.5.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 6.6 Professional Environmental Liability

|                  |             |
|------------------|-------------|
| Each Claim       | \$2,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The Professional Liability insurance must include coverage for claims of bodily injury or property damage arising out of pollution for environmental work, asbestos, laboratory analysis and/or the operations of a treatment plant, if required by the Scope of Services.
- c. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

### **6.7 Contractors Pollution Liability**

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

- Per Occurrence \$1,000,000
- General Aggregate \$2,000,000
- a. Coverage must be identified specific to the operations as described in the Scope of Services for this Contract.
- b. Must include coverage for pollution losses arising out of completed operations.
- c. Pollution coverage must apply to all locations utilized for the acceptance, storage, or disposal of any hazardous materials.
- d. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Contract is terminated.
- e. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
- f. The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.
- g. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- h. For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, atmosphere, or any watercourse or body of water which results in cleanup costs, bodily injury or property damage.
- i. The policy shall include coverage for environmental damage including physical damage to soil, surface water, ground water, plant or animal life, caused by pollution conditions and giving rise to cleanup costs.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- j. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- k. The policy shall include coverage for asbestos and lead, mold, with no exclusions.
- l. The policy shall include Non-Owned Disposal Site coverage.
- m. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liabilities arising out of the activities performed by or on behalf of the Contractor.
- n. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor.

### **6.8 Treatment, Storage or Disposal of Hazardous Wastes**

Contractor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$10,000,000 per occurrence / annual aggregate, and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.

6.8.1 For pollution losses arising from the insured facility, coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

The policy shall also include the following coverages:

6.8.2 Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.

6.8.3 Property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed and diminution in value.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

### **6.9 Additional Insurance Requirements**

6.9.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. 41-621 (E).

6.9.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### **6.10 Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be cancelled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, cancelled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be emailed to the Contract Manager.

### **6.11 Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### **6.12 Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

**6.12.1** All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy documents that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

**6.12.2** Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

**6.12.3** All certificates required by this contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

### **6.13 Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

### **6.14 Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

### **6.15 Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 6.16 Force Majeure

- 6.16.1 **DEFINITION.** For this paragraph, “force majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.16.2 **RELIEF FROM PERFORMANCE.** Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- 6.16.3 **EXCUSABLE DELAY IS NOT DEFAULT.** Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.16.4 **DEFAULT DIMINISHES RELIEF.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to the occurrence, in which case and to that extent the other party’s normal remedies and the affected party’s obligations would apply undiminished.

### 6.17 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

### 7.0 Warranties

#### 7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of



## Request for Proposal

Solicitation No. **BPM003931**

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

### 7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

### 7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

### 7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.8 [*Contractor Licenses*] and all required permits valid and in force.

### 7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and Delegation*] that expressly recognizes the event.

### 7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.16 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

### 7.7 Lobbying

#### 7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

### 7.8 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

### 8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

### 9.0 Contract Termination

No modifications to uniform terms and conditions section

### 10.0 Contract Claims

#### 10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

#### 10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

### 11.0 General Provisions for Materials

No modifications to uniform terms and conditions section

### 12.0 General Provisions for Services

#### 12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

#### 12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

#### 12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

### 12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

### 12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

### 12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

### 12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

### 12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

### 12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet



**Request for Proposal**  
**Solicitation No. BPM003931**  
**Description:**  
**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

### 13.0 Data and Information Handling

#### 13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

#### 13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

#### 13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information*, January 3, 2017; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA)



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

*Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.*

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://dpcl.d.defense.gov/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

End of Section 2-C



**Request for Proposal**  
**Solicitation No. BPM003931**  
**Description:**  
**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

**SECTION 2-D:**  
**Uniform Terms and Conditions**  
*Version: 9 (7/1/2013)*

## 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.1 Attachment</b>          | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>1.2 Contract</b>            | "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.                                                                                                                                                                    |
| <b>1.3 Contract Amendment</b>  | "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.                                                                                                                                                                                                                                                                                                                                          |
| <b>1.4 Contractor</b>          | "Contractor" means any Person who has a Contract with the State.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>1.5 Days</b>                | "Days" means calendar days unless otherwise specified.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>1.6 Exhibit</b>             | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.                                                                                                                                                                                                                                                                                                                                                                  |
| <b>1.7 Gratuity</b>            | "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.                                                                                                                                                                                                                                                                |
| <b>1.8 Materials</b>           | "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.                                                                                                                                                                                                                                                                                       |
| <b>1.9 Procurement Officer</b> | "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.                                                                                                                                                                                                                                                                                          |
| <b>1.10 Services</b>           | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor 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." Services includes Building Work and the service aspects of software described in paragraph 1.8. |
| <b>1.11 State</b>              | "State" means the State of Arizona and Department or Agency of the State that executes the Contract.                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>1.12 State Fiscal Year</b>  | "State Fiscal Year" means the period beginning with July 1 and ending June 30.                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>1.13 Subcontract</b>        | "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.                                                                                                                                                                                            |

## 2.0 Contract Interpretation

- |                        |                                                                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2.1 Arizona Law</b> | The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 2.2 Implied Terms

Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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.

### 2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

### 2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

### 2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

### 2.6 No Parole 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 and no other understanding either oral or in writing shall be binding.

### 2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a 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.

## 3.0 Contract Administration and Operation

### 3.1 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" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

### 3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

### 3.3 Audit

Pursuant to ARS § 35-214, at any time 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 the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

### 3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

### 3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

stated in the Contract. Notices to the State 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 notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

**3.6 Advertising,  
Publishing and  
Promotion of Contract**

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

**3.7 Property of the State**

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

**3.8 Ownership of  
Intellectual Property**

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

**3.9 Federal Immigration  
and Nationality Act**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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.

**3.10 E-Verify Requirements**

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

**3.11 Offshore Performance  
of Work Prohibited.**

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

## 4.0 Costs and Payments

**4.1 Payments**

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 from the State within thirty (30) days.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 4.2 Delivery** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes**
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. 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 State 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.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law
- 4.4 Availability of Funds for the Next State fiscal year** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements

## 5.0 Contract Changes

- 5.1 Amendments** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of 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 under this Contract based on those changes.
- 5.2 Subcontracts** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6.0 Risk and Liability

- 6.1 Risk of Loss** The 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.
- 6.2 Indemnification**
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

### 6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### 6.4 Force Majeure

6.4.1 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; injunctions-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.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. 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 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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.

6.4.4. 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.

### 6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.



## Request for Proposal

Solicitation No. **BPM003931**

Description:

**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 7.0 Warranties

- 7.1 Liens** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness** The Contractor warrants that any material supplied to the State 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.
- 7.4 Inspection/Testing** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Compliance with 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 license and permit requirements.
- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination**
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or 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, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. 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.

### 8.0 State's Contractual Remedies

- 8.1 Right to Assurance** If the State 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, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order**
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.



## Request for Proposal

Solicitation No. BPM003931

Description:

Statewide Emergency Response and Non-Emergency Environmental Services

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 8.3 Non-exclusive Remedies** The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

### 9.0 Contract Termination

- 9.1 Cancellation for Conflict of Interests** Pursuant to A.R.S. § 38-511, the State 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 the State is or becomes at any time while the Contract or an extension of 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. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities** The State may, by written notice, terminate this Contract, in whole or in part, if the State 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 the State 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 the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default**  
9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.



**Request for Proposal**  
Solicitation No. **BPM003931**  
Description:  
**Statewide Emergency Response and Non-Emergency Environmental Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

**9.6 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.

**10.0 Contract Claims**

**10.1 Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11.0 Arbitration**

**11.1 Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**12.0 Comments Welcome**

**12.1 Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2