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**INVITATION FOR BID No.: BPM002909**  
**HIV Rapid Test Kits**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 North 18<sup>th</sup> Ave, Suite 530  
Phoenix, AZ 85007

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**Part Two (2) – Special Instructions to Bidders**  
**INVITATION FOR BID No.: BPM002909**  
**HIV Rapid Test Kits**

**ARIZONA DEPARTMENT OF  
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Phoenix, AZ 85007

**I. SPECIAL INSTRUCTIONS TO BIDDERS**

**1. SUPPLIER REGISTRATION**

Suppliers are required to be registered in the Arizona Procurement Portal (APP) in order to submit a response to the solicitation. The website is listed below. If you require any assistance with the registration process, contact the APP Help Desk at [appsuppliers@azdoa.gov](mailto:appsuppliers@azdoa.gov) or 602-542-7600.

**2. INQUIRIES / WRITTEN QUESTIONS**

All questions, inquires or clarifications regarding this solicitation shall be submitted through APP using the Discussion Forum Tab within the Solicitation, no later than three (3) business days prior to the IFB due date. Any correspondence related to a solicitation should refer to the appropriate document, page and paragraph number.

**3. SUBMISSION OF BID**

3.1 Acceptable Formats. Bid electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat).

3.2 Acknowledgement of Solicitation Amendments. Bidders shall acknowledge Solicitation Amendments electronically in APP (<https://app.az.gov>) and copy forward or revise previous responses no later than the Bid due date and time. Failure to acknowledge all/any Solicitation Amendment may result in rejection of the Bid.

**4. SUBMISSION REQUIRED IN APP**

4.1 Bid shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application APP (<https://app.az.gov>). Submission of bids by means other than the APP system **will not** be accepted. Click save button upon uploading each attachment. To ensure successful submission of the Bid, click the Validate and Send my Answer button from any page. APP will send you an email confirming the receipt of your answer. Prospective Bidders with questions shall post the questions in the discussion forum prior to the Solicitation's due date. Questions posted in the discussion forum will be made available to the public.

4.2 To submit a Bid, Bidders must register in the APP system. Bidders requiring assistance in the registration process or in navigating the APP system may find information on the APP website (<https://spo.az.gov/app/supplier/training>) or contact the Help Desk at [appsuppliers@azdoa.gov](mailto:appsuppliers@azdoa.gov) or 602- 542-7600.

**5. BID REQUIREMENTS**

5.1 The ADHS will not provide any reimbursement for the cost of developing a response to this IFB. APP will require certain information to be entered before you will be allowed to submit your response. In addition, the Bid shall include at least the following information:

5.2 Bidder shall print Attachment A, Offer and Acceptance, complete, sign, and upload into the "Your Offer Infos & Docs Tab" in the **Technical** envelope in APP;

5.3 Bidder shall print Attachment B, Notices, Correspondence, Reports and Payments, complete, and upload into



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the “Your Offer Infos & Docs Tab” in the **Technical** envelope in APP

- 5.4 Bidder shall print Attachment C, Designation of Confidential, Trade Secret & Proprietary Information, complete, sign and upload into the “Your Offer Infos & Docs Tab” in the **Technical** envelope in APP:
- 5.5 Bidder shall print Attachment D, Participation If Boycott of Israel, complete, sign, and upload into the “Your Offer Infos & Docs Tab” in the **Technical** envelope in APP;
- 5.6 Bidder shall acknowledge any and all Solicitation Amendments electronically prior to the Bid due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Bid. Solicitation Amendments are created as a new Round. If a Bid has been submitted under a Round and a new Round and Amendment is issued, the Bid **must** be resubmitted when acknowledging the Amendment or the Bid will not be recognized by APP at the close of the Solicitation. It will register as a ‘No Bid’;
- 5.7 Bidder shall complete the Items Tab (F) in APP
- 5.7.1 Under the “Items Tab” in APP, Bidder shall provide all-inclusive pricing for each line item; pricing shall include freight, delivery charges and travel costs, if applicable. No additional costs, other than those listed on the price sheet, will be accepted by ADHS.
- 5.7.2 Under the “Items Tab” in APP complete item pricing, to include the following:
- 5.7.2.1 **Line Item 1** – Provide the price for "Fourth generation" HIV Rapid Test Kits, capable of detecting HIV-1 p24 antigen and HIV-1 and HIV-2 antibodies, each,
- 5.7.2.2 **Line Item 2** - HIV Test Kit Supplies, each,
- 5.7.2.3 **Line Item 3** - Catalog Discount - Percentage Discount of other Test Kit items not otherwise listed,
- 5.7.2.4 **Line Item 4** - FREIGHT/SHIPPING,
- 5.8 Contractor’s Invoiced Pricing Shall Align with the Individual Item Pricing as listed in APP.
- 5.9 No Bid Items. Line items with the No Bid checkbox selected will assume the offeror is not intending to offer that item, and the offeror will not be susceptible for award for that item regardless of any other information entered for that item.
- 5.10 “Or Equal” Items. Offerors offering an “or Equal” shall use the Alternate Description to indicate the “or Equal” brand, model number, and a brief description. Documentation of equivalency and color options shall be attached to Offerors’ response to the Solicitation.
- 5.11 For items offered with discount, APP will not recognize only the discount percentage. To complete the discount (%) information in the items, \$0.01 shall be entered in the Unit Cost field and then the appropriate minimum discount percentage (%) (0% to 99%) shall be entered.

## **6 CONFIDENTIAL INFORMATION**

In addition to the State of Arizona’s Uniform Instructions, Provision 4, Submissions of Offer, subsection 4.5, the Offeror shall submit an itemized and separate attachment on company letterhead explaining the reasons why the information should be held confidential. This attachment shall be uploaded under the “My Offer Info and Docs” Tab in APP. All proposals, bids or offers remain confidential until an award is made.



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**7 BID OPENING**

Bids received by the due date and time will be opened via APP. The name of each Bidder will be publicly available. Bids will not be subject to public inspection until after Contract award.

**8 RESPONSIBILITY, RESPONSIVENESS AND SUSCEPTIBILITY**

In accordance with A.R.S. § 41-2540, A.A.C. R2-7-B312, and R2-7-B313, the State shall consider the Bidders responsibility, as well, as the Bid's responsiveness and susceptibility for contract award.

**9 EVALUATION CRITERIA**

- 9.1 Exceptions to Terms and Conditions, as stated in the Uniform Instructions to Bidders, Sub-Section 3.3, will impact a Bidders susceptibility for award.
- 9.2 In accordance with the A.R.S. § 41-2533, Competitive Sealed Bids, awards shall be made to lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.
  - 9.2.1 Conformance to all Solicitation requirements; and
  - 9.2.2 Cost.

**10 INCLUSIVE BIDDERS**

Bidders are encouraged to make every effort to utilize subcontractors that are small, women- and/or minority- owned business enterprises. Bidders who are committing a portion of their work to such subcontractors shall provide the name of the subcontractor, which of the following categories apply: small, women- and/or minority- owned business, the specific services or work to be performed, the percentage of work or services to be provided by the subcontractor, and how this effort will be administered and managed, including reporting requirements.



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## **II. UNIFORM INSTRUCTIONS TO OFFERORS**

### **1. DEFINITION OF TERMS**

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

- 1.1 “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2 “Best and Final Offer” means a revision to an Offer submitted after negotiations are completed that contains the Offeror’s most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
- 1.3 “Contract” means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.4 “Contract Amendment” means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 1.5 “Contractor” means any person who has a Contract with a state governmental unit.
- 1.6 “Day” means calendar days unless otherwise specified.
- 1.7 “eProcurement (Electronic Procurement)” means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper- based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
- 1.8 “Exhibit” means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9 “Offer” means a response to a solicitation.
- 1.10 “Offeror” means a person who responds to a Solicitation.
- 1.11 “Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.12 “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.
- 1.13 “Solicitation” means an Invitation for Bids (“IFB”), a Request for Technical Offers, a Request for Proposals (“RFP”), a Request for Quotations (“RFQ”), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.14 “Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.
- 1.15 “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.
- 1.16 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.



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## 2. INQUIRIES

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 2.3 Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

## 3. OFFER PREPARATION

- 3.1 Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.2 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.



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- 3.3 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- 3.3.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.3.2 Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.4 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.5 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.6 Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.7 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.
- 3.7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.8 Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 3.9 Disclosure. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.10 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.11 Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror





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shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State 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. Offerors shall declare all anticipated offshore services in the Offer.

#### **4. SUBMISSION OF OFFER**

- 4.1 Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 4.2 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.3 Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- 4.4 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.5 Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- 4.6 Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
- 4.7 Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
- 4.7.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and





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4.7.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

## **5. EVALUATION**

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.6 Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.7.1 Waive any minor informality;
  - 5.7.2 Reject any and all Offers or portions thereof; or
  - 5.7.3 Cancel the Solicitation.

## **6. AWARD**

- 6.1 Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.



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**7. PROTESTS**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- 7.1 The name, address, email address and telephone number of the interested party;
- 7.2 The signature of the interested party or its representative;
- 7.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

**8. COMMENTS WELCOME**

The State Procurement Office periodically reviews the Uniform Instructions to Offerors 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.



**ATTACHMENT A**  
**Offer and Acceptance**  
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**TO THE STATE OF ARIZONA:**

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

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 DUNS No

\_\_\_\_\_  
 Phone & Email Address

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization  IS/  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_

The effective date of the Contract is \_\_\_\_\_

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

**State of Arizona**

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_**

\_\_\_\_\_  
**Procurement Officer**



**ATTACHMENT B**  
**Notices, Correspondence and Payments**  
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**Notices, Correspondence and Payments to the Contractor shall be sent to:**

(Print and complete the information below and attach to your Bid in the offer info and docs tab.)

**Contractor:**

---

**Attention:**

---

**Address:**

---

**City, State, Zip:**

---

**Telephone:**

---

**Email:**

---

**Customer Service:**

---

**Telephone:**

---

**Email:**

---



**ATTACHMENT C**  
**Designation of Confidential, Trade Secret &**  
**Proprietary Information**  
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 Phoenix, AZ 85007

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 is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (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).

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

**All offerors must select one of the following:**

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

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

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

**Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.**

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

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

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Person Authorized to Sign

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Title



**ATTACHMENT C**  
**Designation of Confidential, Trade Secret &**  
**Proprietary Information**  
**INVITATION FOR BID No.: BPM002909**  
**HIV Rapid Test Kits**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 530  
Phoenix, AZ 85007

**R2-7-103. Confidential Information**

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





**ATTACHMENT D**  
**Participation If Boycott of Israel**  
**INVITATION FOR BID No.: BPM002909**  
**HIV Rapid Test Kits**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 530  
Phoenix, AZ 85007

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 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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign



**ATTACHMENT D**  
**Participation In Boycott of Israel**  
**INVITATION FOR BID No.: BPM002909**  
**HIV Rapid Test Kits**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 530  
Phoenix, AZ 85007

Address

Printed Name

City

State

Zip

Title