



Invitation for Bid

Solicitation No.
BPM003095
Description:

Fire Extinguisher Parts, Supplies and Chemicals for Repair

State of Arizona
**Department of Corrections,
Rehabilitation & Reentry**
Procurement Services
1645 W Jefferson Street
Phoenix, AZ 85007

Part 2 of the Solicitation

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Exhibits to the Scope of Work can be found in APP.

Exhibits are provided as examples only and may be amended, added or deleted at any time during the duration of a solicitation or resultant awarded contract. Exhibits are not required to be returned with a Contractor’s offer to this solicitation.

- Exhibit A ADCRR Locations
- Exhibit B Security Requirements
- Exhibit C Pricing and Discounts Sheet



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Section 2-A: Special Instructions to Offerors

1. SOLICITATION SUMMARY

The intent of this solicitation is to allow ADCRR to enter into a contract(s) for the procurement of Fire Extinguisher Parts, Supplies and Chemicals for Repair to specifications listed in this solicitation for the specified located within ADCRR. Offeror shall provide, furnish, and deliver the herein specified products to the specified ADC location(s).

Delivery location: See Exhibit A - ADCRR Locations

2. PRICING

Offeror shall provide firm fixed prices in Exhibit C, Pricing and Discounts Sheet for the items listed.

3. SUBMISSION OF OFFER:

To submit an Offer, Offerors must register in the APP system. Offerors requiring assistance in the registration process or in navigating the APP system should call the Help Desk at (602) 542-7600 or by email to app@azdoa.gov

4. REQUIRED DOCUMENTS:

There are mandatory attachments that shall be acknowledged and completed by all offerors. Please open and read all attachments. Please print, complete, and save the required forms as attachments to your offer. Offerors without these forms completed and attached may be deemed non-responsive.

4.1. Responses shall follow the same general format attachments are already in:

Attachment 1-A, Offer and Acceptance

Attachment 1-B, State Pricing Document

Attachment 2, Proposed Subcontractors

Attachment 3, Participation in Boycott of Israel

Attachment 4, Rules for Non-Employees of ADCRR in Arizona State Prison

Attachment 5-A, Confidential Information Designation

Attachment 5-B, Conformance Statements

Attachment 5-C, Insurance and Bonding Evidence

4.2. All solicitation amendments shall be acknowledged in APP.

5. QUESTIONS, CLARIFICATIONS OR INTERPRETATIONS:

Any doubt as to the requirements of the Invitation of Bid or any apparent omissions or discrepancies shall be presented in writing through APP no later than **December 28, 2020, 12:00 P.M.**, Arizona Time. The Department shall determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal through APP.

6. RULES AND REGULATIONS:

6.1. Attention of the Offerors is called to the requirements specified in Attachment 4, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

6.2. Should the Contractor require signatures of other parties such as subcontractor or persons



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directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted with the Offer.

7. BID OPENING:

Offers shall be opened online on the date and time, as indicated through APP. Following the opening, interested parties may contact the Procurement Officer to request a copy of the proposal record of opening. After Contract award, the proposals and evaluation documents shall be open for public inspection.

8. CLARIFICATIONS:

Upon receipt and opening of offers submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

9. EVALUATION:

In accordance with the Arizona Procurement Code A.R.S. § 41-2533, a contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation for Bid.

10. DOCUMENTS FOR AWARD:

The Department will not sign any agreements or any other documents presented for the services listed herein. The completed Offer and Acceptance form signed by the Chief Procurement Officer and the award notice will be the Contract.

11. REJECTION OF OFFERS:

The Department, at its discretion, may reject any and/or all Offers

12. DEFINITIONS OF KEY WORDS AND ACRONYMS USED IN THE SOLICITATION:

- 12.1. Shall, Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in rejection of the offer as being non-responsive.
- 12.2. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, ADCRR may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.
- 12.3. May: Indicates something that is not mandatory but permissible.
- 12.4. Bid: An offer in response to a solicitation, R2-7-101(10).
- 12.5. Bidder: An offeror as defined in R2-7-101(34).
- 12.6. Bid Opening Date: The date and time that offers are due.
- 12.7. ADCRR: The Arizona Department of Corrections, Rehabilitation, and Reentry.
- 12.8. OEM: Original Equipment Manufacturer.
- 12.9. Prospective Offeror: a person that expresses interest in a solicitation, R2-7-101(40).



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- 12.10. Small Business: A for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year (R2-7-101((48))).

End of Section 2-A



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Section 2-B: Uniform Instructions to Offerors

Updated September 2014

A. Definition of Terms	
As used in these Instructions to Offerors, the terms listed below are defined as follows:	
1. Attachment	“Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. Best and Final Offer	“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.
3. Contract	“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.
4. Contract Amendment	“Contract Amendment” means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
5. Contractor	“Contractor” means any person who has a Contract with a state governmental unit.
6. Day	“Day” means calendar days unless otherwise specified.
7. Electronic Procurement	“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.
8. Exhibit	“Exhibit” means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
9. Offer	“Offer” means a response to a solicitation.
10. Offeror	“Offeror” means a person who responds to a Solicitation.
11. Person	“Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
12. Procurement Officer	“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.
13. Solicitation	“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.
14. Solicitation Amendment	“Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.



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15. Subcontract	“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.
16. State	“State” means the State of Arizona and Department or Agency of the State that executes the Contract.
B. Inquiries	
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. 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.
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.
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.
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.
6. Solicitation Amendments	The Solicitation shall only be modified by a Solicitation Amendment.
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.
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.
C. Offer Preparation	
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



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	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.
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.
3. Exceptions to Terms and Conditions	<p>3.1 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.</p> <p>3.2 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.</p> <p>3.3 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.</p>
4. Subcontracts	Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
5. Cost of Offer Preparation	The State will not reimburse any Offeror the cost of responding to a Solicitation.
6. Federal Excise Tax	The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
7. Provision of Tax Identification Numbers	<p>7.1 Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.</p> <p>7.2 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</p>
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.
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



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	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.
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).
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 shall have five 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.
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.
D. Submission of Offer	
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.
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.
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. 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.
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



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	available to the public are not considered confidential information.
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.
7. Non-collusion, Employment, and Services	By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that: 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 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
E. Evaluation	
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.
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.
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.
4. Late Offers	An Offer submitted after the exact Offer due date and time shall be rejected.
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.
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.
7. Waiver and Rejection Rights	Notwithstanding any other provision of the Solicitation, the State reserves the right to: 7.1 Waive any minor informality; 7.2 Reject any and all Offers or portions thereof; or 7.3 Cancel the Solicitation.
F. Award	
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.
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.
3. Effective Date	The effective date of the Contract shall be the date that the Procurement Officer signs the



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Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. 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:

1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

H. 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.

End of Section 2-B



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Section 2-C: Offer Forms (Attachments)

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Attachment 1-A Offer and Acceptance Form

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.

Offeror company name	Signature of person authorized to sign Offer	Initials
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Address	Printed name and title	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
City State ZIP	Contact name and title	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Federal tax identifier (EIN or SSN)	Email Address	Phone Number

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

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: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer, and which was dated below. 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. The Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until the Contractor receives the applicable purchase order, contract release document or written notice to proceed.

State's Contract No. is:

The effective date of the Contract is:

Procurement Officer

Contract awarded date

End of Attachment 1-A



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Attachment 1-B State Pricing Document

Pricing (line item pricing when applicable shall also be submitted within the eProcurement system): Pricing should be based on the following service types. Any alternative or optional pricing shall be submitted in the eProcurement system as a separate file titled "Alternative or Optional Pricing". All back up documentation is required to be submitted prior to any payment being released for services.

Complete Exhibit C - Pricing and Discounts Sheet

(DELETE THIS SECTION IF IT DOES NOT APPLY)**Statewide Capacity:** The Offeror shall indicate their ability to accommodate services statewide. Offeror's can find a list of complexes in the provided exhibits. Indicate service availability to each complex below with a "Y" for yes you can provide services for this complex or with a "N" indicating you will not be providing services to this complex.

	Y/N	Y/N	Y/N
Apache:	___	Fort Grant: ___	Tucson: ___
Douglas:	___	Lewis: ___	Winslow: ___
Eyman:	___	Perryville: ___	Yuma: ___
Florence	___	Phoenix: ___	
Florence/Globe:	___	Safford: ___	

End of Attachment 1-B



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Attachment 2

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. Add lines as needed.

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 as an Attachment to the offer.
3. Provide a description of quality assurance methods and quality control measures that the entity will use to ensure that Subcontractor work meets the Contract requirements.
4. The 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	License No., Type of License, State of License
1.	Name	select	
1.	Name	select	
2.	Name	select	
3.	Name	select	
4.	Name	select	
5.	Name	select	
6.	Name	select	
7.	Name	select	
8.	Name	select	
9.	Name	select	

Authorized Signature

Date

End of Attachment 2



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Attachment 3

Participation in Boycott of Israel

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.
3. "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

Address

Printed Name

City State Zip

Title



Invitation for Bid

Solicitation No.

BPM003095

Description:

Fire Extinguisher Parts, Supplies and Chemicals for Repair

State of Arizona
Department of Corrections,
Rehabilitation & Reentry
Procurement Services
1645 W Jefferson Street
Phoenix, AZ 85007

Attachment 4

Rules for Non-Employees of ADCRR in Arizona State Prison

POLICY STATEMENT:

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

PROCEDURES:

1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.
2. Persons are allowed the materials necessary for the performance of their duties.
3. All non-staff personnel may have in their possession the following:
 - A. A wallet with normal contents, e.g.,
 - 1) Photos and personal papers.
 - 2) Currency not to exceed \$40.00 (Forty Dollars). Excess will be reported to the shift commander prior to entry.
 - 3) No credit cards or checkbooks are allowed.
 - B. Handkerchief and comb.
 - C. Tobacco products and smoking apparatus for normal daily use.
 - D. Keys as necessary (auto and home).
 - E. Fingernail clipper.
 - F. Confectionary items (gum, candy, etc.)
 - G. Watch and rings.
4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and is in the original prescription container.
 - A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.
 - B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codeine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
 - C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingerics, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and this fact will be reported to the Shift Commander.
 - 1) Any deviation from this policy must be cleared with the Warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

NOTE: If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but



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cannot guarantee the return thereof nor provide reimbursement.

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all times during your stay at the Arizona State Department of Corrections.

Interest of employee and non-employee in contracts, gifts to or for inmates: penalty:

1. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he performs for or on behalf of a contractor, or any agent or employee of a contractor.
2. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
3. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

Unauthorized communication with inmates: penalty:

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detained therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

Signature

Date

End of Attachment 4



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Attachment 5-A

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 return it with your Offer along with the appropriate supporting information to assist 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":

<input type="checkbox"/>	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.
<input type="checkbox"/>	This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none"> Is a formula, pattern, compilation, program, device, method, technique or process, AND 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 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.

<input checked="" type="checkbox"/>	Offeror Company Name	<input checked="" type="checkbox"/>	Signature of Authorized Person
<input checked="" type="checkbox"/>	Address	<input checked="" type="checkbox"/>	Printed Name
<input checked="" type="checkbox"/>	City	<input checked="" type="checkbox"/>	Title
	State		
	Zip		



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*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.*

End of Attachment 5-A



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Attachment 5-B Conformance Statements

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

READ 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 SCOPE OF WORK AND PRICING: (PART 1 OF THE SOLICITATION)

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

<input type="checkbox"/>	YES – Offeror acknowledges that it has read and understands the <u>Scope of Work</u> and the <u>Pricing</u> , as outlined in Part 2 of the Solicitation Documents, along with their respective Exhibits and Attachments and attests that its Offer complies with both.
<input type="checkbox"/>	NO – Offeror acknowledges that it has read and understands the <u>Scope of Work</u> and the <u>Pricing</u> , as outlined in Part 2 of the Solicitation Documents, along with their respective Exhibits and Attachments and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplements .

CONFORMANCE TO THE CONTRACT T’s AND C’s: (PART 1 OF THE SOLICITATION)

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

<input type="checkbox"/>	YES – Offeror acknowledges that it has read and understands the <u>Uniform & Special Terms and Conditions</u> , in Part 2 of the Solicitation Documents, along with their respective Exhibits and Attachments and attests that its Offer complies with both.
<input type="checkbox"/>	NO – Offeror acknowledges that it has read and understand the <u>Uniform & Special Terms and Conditions</u> , in Part 2 of the Solicitation Documents, along with their respective Exhibits and Attachments and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplements .

CONFORMANCE TO THE INSTRUCTIONS: (PART 2 OF THE SOLICITATION)

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

<input type="checkbox"/>	YES – Offeror acknowledges that it has read and understands the <u>Uniform & Special Instructions to Offerors</u> in Part 2 of the Solicitation Documents, along with their respective Exhibits and Attachments and attests that its Offer complies with both.
<input type="checkbox"/>	NO – Offeror acknowledges that it has read and understands the <u>Uniform & Special Instructions to Offerors</u> in Part 2 of the Solicitation Documents, along with their respective Exhibits and Attachments and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplements .



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ATTACHMENT 5- B Supplement No. 1:

Article / Paragraph or Exhibit Reference	Exceptions to Part 1 of the Solicitation Documents	
	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Scope of Work (add lines as needed)		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Section 1-B: Special Terms and Conditions (add lines as needed)		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Article / Paragraph or Exhibit Reference	Exceptions to Part 2 of the Solicitation Documents	
	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Special Instructions to Offerors (add lines as needed)		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Section 2-C: Offer Forms (Attachments) (add lines as needed)		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B



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Phoenix, AZ 85007

Attachment 5-C

Insurance and Bonding Evidence

Please acknowledge ability to provide a copy of your current insurance certificate that meets or exceeds the requirements set forth in Special Terms and Conditions if awarded a statewide contract.

If you are awarded a contract, you will be required to submit a Certificate of Insurance (COI) that reflects the coverage in the minimum amounts stated in the ADCRR Special Terms and Conditions within ten (10) days. The form can be submitted to:

Arizona Department of Corrections, Rehabilitation & Reentry
Procurement Services
1645 W Jefferson Street
Phoenix, AZ 85007

An updated and current Certificate of Insurance (COI) shall be provided at all times and received prior to previous COI expiration.

Sign above to acknowledge your ability to obtain insurance coverage as detailed within this solicitation

End of Attachment 5-C



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Department of Corrections,
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Procurement Services
1645 W Jefferson Street
Phoenix, AZ 85007

Attachment 5-D Offer Checklist

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

	DOCUMENT	SUBMITTED in APP
1.	Attachment 1-A: Signed Offer and Acceptance Form	<input type="checkbox"/> YES <input type="checkbox"/> no
2.	Attachment 1-B: Completed State Pricing Document	<input type="checkbox"/> YES <input type="checkbox"/> no
3.	Attachment 2: Signed Proposed Subcontractors Form	<input type="checkbox"/> YES <input type="checkbox"/> no
4.	Attachment 3: Signed Israel Boycott Disclosure Form	<input type="checkbox"/> YES <input type="checkbox"/> no
5.	Attachment 4: Signed Rules for Non-ADCRR Employees Form	<input type="checkbox"/> YES <input type="checkbox"/> no
6.	Attachment 5-A: Signed Confidential Information Designation	<input type="checkbox"/> YES <input type="checkbox"/> no
7.	Attachment 5-B: Signed Conformance Statements and Supplements if applicable	<input type="checkbox"/> YES <input type="checkbox"/> no
8.	Attachment 5-C: Provided signature for Insurance and Bonding Evidence	<input type="checkbox"/> YES <input type="checkbox"/> no

End of Attachment 5-D

End of Part 2 of the Solicitation Documents